



# **RULES AND REGULATIONS**

APPROVED BY THE BOARD OF DIRECTORS

October 07, 2025

*(This issue supersedes all other issues)*

# HUNTINGTON LANDMARK SENIOR ADULT COMMUNITY RULES AND REGULATIONS

Approved by the Board of Directors October 07, 2025

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**HUNTINGTON LANDMARK  
SENIOR ADULT COMMUNITY ASSOCIATION  
RULES AND REGULATIONS**

Approved by the Board of Directors June 05, 2025

## **A. INTRODUCTION**

The following Board of Directors approved Rules and Regulations are provided to facilitate the:

- Equitable sharing and enjoyment of the Common Areas.
- Safety and health of all residents.
- Protection and reasonable maintenance of the properties.

Order of Precedence: Should any rule herein conflict with the California Civil or Corporate Codes, the Association Covenants, Conditions and Restrictions (CC&Rs), Articles of Incorporation or the Bylaws, the language in the higher-ranking document shall prevail. All previous rules are hereby superseded.

Your cooperation and compliance with these rules will support the pleasurable lifestyle of Huntington Landmark, herein after referred to as Landmark, and the spirit of shared community living.

## **ARCHITECTURAL CONTROL – PROPERTY ALTERATIONS**

Most property alterations, changes or additions, including electrical wiring and fixtures, plumbing, satellite dishes and changes to floor plan, require PRIOR approval of the Architectural Control Committee (ACC) and, in some cases, appropriate permits from the City of Huntington Beach. A matrix of requirements for ACC approval and City permits is available in the Management Office, or online at [www.HuntingtonLandmark.com](http://www.HuntingtonLandmark.com). In addition, nothing may be affixed or attached to the exterior of condominium or garage buildings without first obtaining approval from the ACC. Failure to comply may result in a fine and/or the owner paying all costs related to the removal of the alteration, change or addition and restoration of the building back to its original condition. Please refer to Architectural Application Procedures and ADDENDUM A.

## **RECREATION FACILITIES**

Recreational facilities, including the two large greenbelt areas, are Common Areas for the use of all Landmark residents. Ref CC&Rs 7.04 Please refer to ADDENDUM B.

## **LANDSCAPE**

The Association maintains the landscape within the 160 acres of Landmark. Please refer to ADDENDUM C.

## **MAINTENANCE OF FACILITIES**

Responsibilities have been established for the maintenance and repairs by Landmark and the unit owner. Please refer to ADDENDUM D.

## **RULES AND REGULATIONS ENFORCEMENT**

If you see a violation of these Rules and Regulations, the proper action is to report the violation, verbally or in writing, to the Management Office. Please refer to the Internal Dispute Resolution Policy, the Schedule of Monetary Penalties, and ADDENDUM E.

## **ELECTION RULES**

Election rules and voting procedures have been established and approved by the Board of Directors, in accordance with Civil Code §5105. Please refer to ADDENDUM F.

### **B. GENERAL RULES:**

#### **1.0 ACCESS CONTROL**

NOTE: Landmark is a limited access community, with Security Officers in charge of access control at the entrance gate.

- 1.1 All resident vehicles must have a current authorized vehicle identifier.
- 1.2 Visitor access is obtained by residents notifying the Security Officer at the gate, PRIOR to admittance of guests, for a visitor parking pass. Residents are responsible for requesting, from the guard, a special overnight vehicle parking pass for each night of a guest's stay.
- 1.3 Pedestrian access is via the pedestrian gates.
- 1.4 Visitors and residents are NOT permitted in the gatehouses.
- 1.5 Security Officers will not accept any items, e.g. keys, packages, notes or flowers, on behalf of any resident or guest.

#### **2.0 BALCONIES**

- 2.1 Balconies are to be kept clean; side and deck drains kept clear. They may not be used for storage of unused items or refuse.
- 2.2 Nothing is permitted on balcony rails.
- 2.3 Any alterations, including permanent floor coverings, require ACC prior approval. Ref CC&Rs 4.18

#### **3.0 BARBEQUES (BBQs)**

NOTE: Landmark has two BBQs available for resident's use, located behind the Fitness Center.

- 3.1 Huntington Beach Fire Code prohibits any charcoal or open flame cooking devices on patios, balconies or decks. The code allows the use of electric and Liquefied Petroleum Gas (LPG) type BBQs with LPG containers limited to 2.5 lbs. or less. Ref California Fire Code §308.3.1
- 3.2 Resident's barbeques are prohibited in the Common Area.

## **4.0 BREEZEWAYS AND STAIR LANDINGS**

- 4.1 Breezeways, which consist of the lower entrance, stairs and upper landings in two-story units, are to be kept clear, free of hazards and may not be used for storage. Ref CC&Rs 4.20.

## **5.0 BICYCLES**

NOTE: California Vehicle Code states that a person who is on foot or who is operating a self-propelled wheelchair, or a 3-wheel or 4-wheel electrically powered device used by some elderly or disabled individuals, other than a bicycle, is considered a pedestrian.

- 5.1 Bicyclists are required to follow CA Vehicle Code and DMV requirements regarding “rules of the road,” including traffic signals and signs and riding on the right-hand side with the flow of traffic.
- 5.2 For your safety and the safety of others, riding bicycles, electric or manual, on the sidewalks or the grass is prohibited; residents must walk bicycles when on the sidewalk or crossing the grass. Ref CA Vehicle Code.
- 5.3 Walk bicycles through the pedestrian gate when entering or exiting the community.
- 5.4 Bicycles must be placed in the garages or inside patio areas when not in use.
- 5.5 Storing bicycles in breezeways or other Common Areas is prohibited. Ref CC&Rs 4.20

## **6.0 CAREGIVER (PERMITTED HEALTH CARE RESIDENT)**

- 6.1 Live-in caregivers must be registered with the Management Office.
- 6.2 Caregivers are contractors and shall abide by the rules and guidelines established for contractors.

## **7.0 CLOTHESLINES**

- 7.1 The resident may not erect exterior clotheslines visible from the Common Area. Ref CC&Rs 4.11

## **8.0 COMMERCIAL ACTIVITIES**

- 8.1 No gainful occupation, profession, trade or other non-residential use shall be conducted within the community. Ref CC&Rs 4.15

## **9.0 DRONES**

- 9.1 Drones are prohibited in Landmark. *EXCEPTION: the drone used by Management Maintenance.*

## **10.0 FENCES, WALLS, AND GATES**

- 10.1** To protect existing warranties, maintain structural integrity, and prevent staining or other damage to gates, vinyl and slump stone fences, stucco and Marina walls, the following applies: Nothing may be drilled into, altered or painted on them and nothing may be placed on, over or attached to them. Permitted Exceptions: On gates, or on the inside of the vinyl fence or a balcony, decorative items attached by a removable adhesive hook with a 1 lb. maximum weight. On slump stone fences, well-maintained decorative items and/or plants in pots with saucers, or self-watering pots, so long as the base of the pot is no wider than the width of the fence and the plants are maintained in a healthy condition. The limit is 5 pots and/or 5 decorations. On metal capped Marina walls, lightweight, well-maintained decorative items – no plants. NOTE: Any damage to walls, fences or gates shall be repaired at the owner's expense. Ref CC&Rs 4.18, 11.01, 11.08(i)

## **11.0 FIREWORKS**

- 11.1** Fireworks are prohibited in Landmark.

## **12.0 FURNITURE AND OUTDOOR DECORATIONS**

- 12.1** Furniture may not be placed in the Common Area where it will interfere with landscape maintenance. Some unit porches can accommodate furniture items no larger than 25" x 30" and still allow safe ingress or egress.
- 12.2** Nothing may be affixed to the exterior stucco or shingled walls of building, including but not limited to decorations, hanging plant hooks, signs, flag holders, brackets, wires, trellises or planter boxes. Ref CC&R 4.16

## **13.0 GARAGES**

- 13.1** Residents MUST park one vehicle in their assigned garage. Ref CC&Rs 5.02
- 13.2** Garages are to be kept clean and doors closed. Ref CC&Rs 5.04
- 13.3** Garages may NOT be used for habitation, commercial purposes, as a carpenter shop or for automobile overhaul.
- 13.4** Residents shall not install or operate any machinery, refrigerating or heating device in the garage, use any illumination other than electric light, use or permit to be brought into their garage any flammable oils or fluids such as gasoline, kerosene, naphtha, benzene, other explosive substances, or any articles which are hazardous to life, limb or property.
- 13.5** Owners are responsible for cost of all repairs caused by faulty automatic door openers or by failure to exercise due care in the use of their assigned garage. Damage to the building or garage shall be paid for by the owner.
- 13.6** Approval of the Architectural Control Committee is required for any additions or alterations to garages. Modification of the storage facilities that interfere with garaging of vehicles are prohibited.

## **14.0 GUESTS**

NOTE: Guests are defined as anyone who is not a resident and includes family, friends, children, vendors and contractors.

- 14.1** Guests may temporarily reside with residents for specific periods, not to exceed sixty (60) cumulative days in a calendar year. Ref CC&Rs 4.24
- 14.2** Residents must accompany guests in any facility and to all activities. Refer to Addendum B regarding guest's use of recreational facilities.
- 14.3** Residents are responsible and liable for conduct of their guests at all times.
- 14.4** Residents are responsible for requesting, from the guard, a special overnight vehicle parking pass for each night of a guest's stay.

## **15.0 HARASSMENT**

- 15.1** Treatment of Employees, Staff, Owners, Residents, Guests and Vendors: No owner, resident or guest shall direct, instruct, yell, reprimand, harass or verbally abuse any Huntington Landmark Association employee, Association vendor, Association third party contractor, resident or guest. All residents shall direct any complaints about Association employees, Association vendors, Association third party contractors, residents or guests conduct or job performance to the on-site General Manager or the Board of Directors.

## **16.0 HAZARDS**

- 16.1** Hazardous materials, chemicals, substances, activities or improvements are prohibited in any unit or garage.
- 16.2** Nothing shall be done or kept in any unit or garage which will have the effect of increasing the premium rate or cancellation of insurance affecting any unit or the Common Area.
- 16.3** Sidewalks, entryways, porches, stairways, breezeways, landings, patios, sunrooms and solariums shall not be used in any manner that will limit ingress or egress from any unit or detract from the neat appearance or decor of Landmark as a whole. These areas must be kept clear of any unnecessary clutter or unsafe items.
- 16.4** No guns, pellet guns, sling shots or other similar contrivances shall be used in any manner on the premises.

## **17.0 INSURANCE**

- 17.1** Owners and tenants shall procure and maintain comprehensive liability insurance, naming the Association as an additional insured. Ref CC&Rs 4.23

## **18.0 LAUNDRY, SWIMSUITS, AND TOWELS**

**18.1** Nothing shall be hung from any patio, balcony, breezeway, window or walkway, e.g. towels, swimsuits or laundry.

## **19.0 NOISE AND NUISANCES**

**19.1** Residents may not create any disturbing nuisance, odors or noises by themselves, their family, pets, friends or caregivers; or permit anything that will interfere with the rights, comforts, or convenience of other residents. Ref CC&Rs 4.06

## **20.0 OCCUPANCY (Owners and/or Tenants)**

**20.1** Rights to use of facilities of Recreation Common Areas cannot be retained by owner if their unit is leased. Ref CC&Rs 8.03

**20.2** Owners must notify the Management Office within 5 days when units are purchased, inherited, leased or title changed. The minimum lease period is 3 months. Ref CC&Rs 4.01 – No portion of any unit (other than entire unit) shall be leased; no unit may be sub-let. All leases or rental agreements must be in writing and a copy provided to Management Office at the time of registration.

**20.3** New owners' and/or tenants' non-refundable processing fees (which are the reasonable costs in providing the service) must be provided at the time of registration, as well as a payment for each vehicle access identifier issued.

**20.4** Owners are required to provide tenants with a copy of the current Rules and Regulations, unit key, garage key or automatic opener, garage emergency override key (for automatic openers), mailbox and gate keys.

**20.5** Offsite owners or their property managers must leave contact information where they may be reached by the Management Office in the event of problems.

**20.6** All owners and their tenants are subject to Rules and Regulations; owners will be held responsible for any infractions by their tenants.

**20.7** Problems within a leased unit, not of an emergency nature, shall be resolved by the unit owner or property manager. Owners must notify the Management Office of any maintenance problems in need of attention by Landmark. Tenants may contact the Management Office directly only for matters of Common Area landscaping or any emergency situation.

## **21.0 PARKING**

NOTE: Landmark is not responsible for damage or loss to any vehicle or its contents while parked in the community.

**21.1** Vehicles parked more than 72 hours in one space or appear to be inoperative or are leaking fluids may be subject to a fine, plus towing at the owner's expense. CC&R 4.09

**21.2** Resident temporary parking (greater than 72 hours, e.g. vacations or hospitalization) requires registration with the Management Office to obtain a

special parking pass, which must be visible from the front windshield, and a specific temporary parking location. Ref. CC&R 4.09

- 21.3** Guest access vehicle parking passes must be visible from the front windshield. Residents are responsible for requesting, from the guard, a special overnight vehicle parking pass for each night of a guest's stay.
- 21.4** Guests, caregivers, contractors and other non-residents shall park on nearby main streets where there is ample parking, not in limited exterior parking spaces in garage areas. Exception: short-time service contractors, such as carpet cleaners, appliance repairs, etc.
- 21.5** Parking spaces may not be reserved. Exceptions – subject to Management pre-approval: Moving vans, temporary trash bins or storage pods.
- 21.6** Residents must park their vehicle in the garage overnight.
- 21.7** Residents may park only one additional vehicle in an exterior parking space in the garage area where their assigned garage exists. Any further vehicles shall be parked on nearby streets where there is abundant curbside parking, or residents can arrange with the Management Office for a reserved space in the long-term parking area.

## **22.0 PATIOS**

- 22.1** Patios are to be kept clean and may not be used for storage of unused items or refuse. Cabinets on patios shall not be visible above the fence. Ref CC&R 11.8 (i)
- 22.2** Any alterations, including permanent floor coverings, require ACC prior approval. Ref: CC&Rs 4.18

## **23.0 PEDESTRIANS**

NOTE: California Vehicle Code defines a pedestrian as a person who is on foot or who is operating a self-propelled wheelchair, or a 3-wheel or 4-wheel electrically powered device used by some elderly or disabled individuals, other than a bicycle, for transportation.

- 23.1** Pedestrians shall use the pedestrian gates to enter or exit the community.
- 23.2** Electrically powered devices and wheelchairs shall yield to persons walking and shall travel no faster than a slow walking pace.

## **24.0 PETS**

- 24.1** Pets must be licensed and inoculated as required by law. Unlicensed and/or stray dogs or cats will be subject to pick up by animal control.
- 24.2** The number of pets is limited to two (2) pets per household. Ref CC&R 4.08

- 24.3** Pets must be fed indoors; food may NOT be placed on patios, balconies or other outdoor areas.
- 24.4** For the safety of both pets and residents, pets must be held on a leash 6 feet or less in length when outdoors. A retractable leash must be in a locked position no longer than 6 feet. Pet owners must be in control of and able to restrain their pets at all times. Ref OC Codified Ordinance 4-1-45
- 24.5** Pet owners are responsible for any personal injury or for damage to Association property caused by their pet.
- 24.6** Pet owners must pick up after their pets and droppings must be bagged and deposited in trash receptacles.
- 24.7** Pet owners are responsible for noise disturbance by their pets.
- 24.8** Only service animals, individually trained to do work or perform tasks for people with disabilities, are allowed in the Management Office or any Recreation Facility, including but not limited to: pool areas, putting green, shuffleboard, tennis and pickleball courts, gym, billiard room, art and ceramics rooms or woodshop.
- 24.9** Pets may not be housed in garages, patios or on balconies.
- 24.10** Residents are responsible for pets belonging to guests and for any damage or injury they may cause to residents or Association property.
- 24.11** In accordance with California State Law, residents shall NOT feed wild animals, such as coyotes, squirrels, rabbits, raccoons, ducks or other birds. Exception: hummingbird feeders.

## **25.0 SALE OR LEASE OF UNIT**

- 25.1** Before the sale or lease of a unit, owners shall insure that realtors representing their unit notify the Management Office, obtain a copy of the Realtor Procedures and conduct themselves accordingly.

## **26.0 SIGNS, FLAGS, AND BANNERS**

- 26.1** In accordance with CA Civil Code 1353.6, signs may not be larger than nine (9) square feet and flags and banners not larger than fifteen (15) square feet.
- 26.2** Building attachment devices for flags and banners must have ACC prior approval and be correctly attached to wood (not shingles or stucco). A maximum of two flags or banners is permitted. Ref. CC&R 11.8 (i)

## **27.0 SKATEBOARDS, SKATES, AND SCOOTERS**

- 27.1** Tricycles or motorized child-driven toys, motorized scooters, motorized skateboards, pocket bikes, roller blades, roller skates, scooters, skateboards, or swing scooters are prohibited in Landmark.

## **28.0 SMOKING**

**28.1** Smoking is prohibited in all Common Areas, including patios, balconies, atriums, garages, and inside of all Recreation Facilities buildings. Smokers are cautioned that any complaints of odors that interfere with the health or safety of neighbors will create a smoking violation and immediate hearing. Ref CC&R 4.06

## **29.0 SOLICITING**

**29.1** Soliciting is prohibited, except for information about Association living, Association elections and General Election matters. Ref. Civil Code 4515.

## **30.0 STORAGE**

**30.1** Storage of unused items or refuse is prohibited on any patio, balcony, breezeway, porch or stair landing.

## **31.0 TRASH**

NOTE: Recyclable plastic bottles and aluminum cans may be deposited in receptacles outside the Woodshop entrance.

**31.1** Large items, such as appliances, furniture and mattresses, may NOT be placed in or around trash bins. Fees or fines incurred by the Association to remove such items will be charged to the owner.

**31.2** Residents and contractors MUST remove their unit remodeling/alteration debris from Landmark and may NOT use Association trash bins.

**31.3** Boxes must be broken down flat before being placed in trash bin.

**31.4** Trash must be bagged and placed INSIDE trash bin.

**31.5** Oil, paint and other hazardous materials may NOT be placed inside or around trash bins.

## **32.0 VEHICLES**

**32.1** The speed limit in parking lots and garage areas is five (5) MPH and the speed limit on community streets is twenty-five (25) MPH.

**32.2** Within two weeks of occupancy or purchase of another vehicle, all resident vehicles must be registered at the Management Office and a current vehicle access identifier affixed to the vehicles by Management.

**32.3** Drivers must observe all speed limits, posted stop signs, pedestrian crossings, etc. and shall travel at a speed that acknowledges pedestrian safety.

**32.4** Vehicles without a current registration or those registered as non-operational are prohibited and are subject to towing.

**32.5** Removing or tampering with any items placed for traffic control or parking regulation is prohibited.

- 32.6** "For Sale" signs in parked vehicles are prohibited. However, sale notices may be posted through the Management Office. Ref CC&Rs 4.07
- 32.7** All persons operating and/or parking a motor vehicle in the community are required to comply with the Landmark rules as well as the California Vehicle Code.
- 32.8** Owners are responsible for any gate strikes caused by them, their guests, tenants, tenant's guests or contractors.
- 32.9** Vehicles, such as cars, recreational vehicles and boats, may not be repaired or fluids changed in any area within Landmark.
- 32.10** Only Landmark registered vehicles are permitted to be washed in the designated car wash area.
- 32.11** With approval of the General Manager, a Plug-in Electric Vehicle (PEV) may be charged in an owner's assigned garage space using the existing electrical system. Approval is a temporary measure and may be revoked at any time. Charging of additional PEVs in the same garage space must also be approved.
- a)** Only the existing 120-volt electrical outlet shall be used; the garage-door operator outlet may not be used. The garage electrical shall not be altered.
  - b)** An owner shall pay a monthly fee (electricity and administration) for charging a PEV in their assigned garage space; this fee is subject to change. An additional monthly fee shall be assessed for charging additional PEVs in the same garage space.
  - c)** Monthly charging fee(s) will be included in an owner's monthly assessment statement. An owner shall pay for their tenant charging a PEV in their assigned garage space.
  - d)** Because of the limited electrical power available in garage-building circuits, multiple owners charging their PEVs at the same time may create an overload that trips the circuit breaker. Affected owners must resolve such a problem between themselves.
- 32.12** With prior approval of the Architectural Control Committee, an owner may install, operate, and maintain a new PEV charging station in their assigned garage space at their expense. An owner may not install a PEV charging station at other common area locations; e.g. in a parking lot or in the parking space in front of a unit.
- 32.13** A PEV shall not be charged by running a power cable from a unit or garage across the common area to the vehicle.
- 32.14** A PEV shall not be charged by plugging a vehicle into an exterior electrical outlet in the common area.

**32.15** An owner may be fined for each occurrence when the owner or their tenant violates these rules.

### **33.0 VEHICLE STORAGE AREA – Recreational Vehicles (RVs)**

**33.1** Only residents may rent a space for a Class A, B, and C motorhomes, trailers, travel trailers or boats on trailers.

**33.2** Resident's RV must be parked in their assigned space and have a valid, visible Resident Vehicle Storage Area (VSA) Identifier.

**33.3** Only one RV may occupy the assigned space.

**33.4** RVs may NOT be lived or slept in while parked in the VSA.

**33.5** Storage sheds, boxes, bins or additional wheeled vehicles are not allowed; sharing the RV space is prohibited.

**33.6** RVs stored in the VSA are at the owners' risk.

**33.7** RVs may not park in residential areas except to load or unload (4-hour limit).

**33.8** Guest RVs are NOT ALLOWED on the property; refer to private or public RV/Camping Guides.

### **34.0 WORKING TIMES AND DAYS**

**34.1** Maintenance, repair, or alteration work is only permitted from 7:30 am to 6:00 pm, Monday through Saturday, excluding holidays, unless there is an emergency.

Exception: Work that does not require Architectural Control Committee approval, and does not require use of Common Areas, and does not create noise, and is not a nuisance to neighbors, is not subject to these time limits.

**HUNTINGTON LANDMARK**  
**SENIOR ADULT COMMUNITY ASSOCIATION**  
**ADDENDUM A – Architectural Changes**  
Approved by the Board of Directors September 03, 2024

## **OVERVIEW**

The Architectural Control Committee (ACC) is a mandatory committee which consists of three members as prescribed in the CC&Rs, in which Article XI states: “All improvements or alterations to existing Units, the Residential Common Area and/or Master Common Area shall require the review and approval of the Architectural Control...”

## **PURPOSE**

The ACC is charged with maintaining the architectural character and structural integrity of the Association property as established with the original design. It is necessary that the construction methods, modifications, materials, and colors used in changes affecting the Common Area be approved by the ACC prior to start of any work. (CC&R 4.16) The established Specifications and committee approval of homeowner requests will ensure a continuity of design and function, to maintain consistency of appearance, and to enhance overall property values.

## **GENERAL PROCEDURE**

Owners should review the ACC Matrix document to determine the necessary, applicable steps to begin a project; a copy may be obtained from Management or online at [www.HuntingtonLandmark.com](http://www.HuntingtonLandmark.com)

There are (40) different ACC applications. Depending on the types of changes and complexity of a project, multiple applications may need to be submitted for one project. Each application type includes specifications and samples of required insurance documents that must be submitted for each project type and with each separate application. Applications are available at the Management Office or downloaded from the website.

All the applicable items listed below must be submitted with each Request for Architectural Change for the ACC’s review. The items may, from time to time, be edited or updated; consult with the Management Office to determine if you have the most up-to-date versions of required documents.

- Unit specific floor plan, available at the Management Office, with the location of the change circled.
- Scope of work describing how the project will adhere to community standards (clear, concise scope)
- Upon ACC approval, you may be required to obtain a permit from the City of Huntington Beach

- Completed and signed *Contractor Acceptance Agreement*
- Signed *Contractor Requirements Agreement*
- Samples of colors and materials and product brochures as requested
- Contractor's insurance documents, including *Certificates of Liability*, the *Additional Insured Blanket Endorsement*, and *Workers Compensation*

All future repair and maintenance of the new construction/alterations shall be the Owner's responsibility. All changes must be equal to or of greater quality than existing conditions.

Drawings submitted with applications must indicate dimensions but do not need to be to scale, unless they are requested by the committee based on project complexity. Exterior stucco and paint repairs are the Owner's responsibility. Existing venting or utility conduits may not be disturbed without prior written approval of the ACC.

## **TIMELINE**

- Submit a completed application packet to Management for the ACC's review. The committee convenes once per week to review applications.
- A notice will be sent to the Owner with the ACC's determination. A project will either be approved to proceed, granted tentative approval pending submission of further information, or denied.
- Work may not commence without written approval of the ACC and placement of the Yellow Project Approval Sign in the Unit window.
- The project must be completed within ninety (90) days from the start of work.
- Submit a completed Notice of Project Completion form to the Management Office within ten (10) days of the completion of your project.
- Make arrangements with the ACC for a final committee inspection after a City of Huntington Beach final inspection has been performed and approved.
- You will receive a Final Approval letter for your files and a copy will be saved with Management.

## **UNIT SALE INSPECTION OPTION**

Once an Owner enters into an agreement with a realtor, they may submit their contract to the Management Office and initiate an inspection to be conducted by the ACC. An inspection report of findings will be prepared and provided to the requestor and will detail any work required.

## HUNTINGTON LANDMARK ACC/HB CITY PROJECT APPROVAL MATRIX

This list is not to be construed as all-inclusive. In the event of a discrepancy between this document and City of Huntington Beach requirements, the most restrictive standard will prevail. Contact Management office with any questions.

Approved by Board of Directors September 03, 2024

### **ACC Approval and HB City permit are required for alterations or changes to a Unit or garage for the following:**

Air conditioners – condenser placed in patio/balcony, otherwise covenant restrictions apply;  
Awnings – over 54” or electric (must also submit architectural drawings and ACC electrical application);  
Bathroom remodel – if plumbing, drywall and/or electrical are changed, tub/shower replaced;  
Chair lift (except low DC voltage);  
Doors, exterior – non-retrofit, pre-hung (removal of existing frame), 2nd-story Unit doors must be fire-rated to code;  
Doors, interior – if opening enlarged or structural wall is altered;  
Dryer venting changes;  
Electrical – addition of wiring/outlet or fixture (in walls or ceiling) where none exists, recessed lights;  
Electrical – exterior outlet;  
Electrical – interior ceiling fans, additional switches, and outlets;  
Elevators;  
Furnaces/forced air units;  
Furnace venting – relocating;  
Plumbing – moving drains or pipes in walls or floor for tub, toilet, or sink – copper only, *NO PEX*;  
Skylights (15”x15” or larger);  
Solar energy system;  
Tubs/showers, hydro-tubs;  
Walls, interior – add/move/remove wall(s), requires certification and wet stamp by a certified structural engineer;  
Water heaters – tank-type and tankless;  
Water softeners/water treatment equipment;  
Windows – non-retrofit (new location/frame) requires certified drawings with a certified structural engineer wet stamp.

### **No HB City permit or ACC approval (*IF no in-wall or floor plumbing, no electrical changes, no drywall removal*):**

Bathroom upgrade – cabinet/countertop/sink/toilet, medicine cabinet in existing spaces, same-for-same; Doors (interior) – retrofit (existing frame remains intact);  
Electrical – switch/outlet/plate (retrofit, same location);  
Electrical – exhaust fan (retrofit, same location);  
Flooring – interior (first floor only, 2nd story flooring requires approval);  
Kitchen upgrade – cabinet/countertop/sink/appliances in existing spaces, same-for-same;  
Paint and wallpaper;  
Water – valves and drain lines within Unit interior;  
Decorative items on gates attached with a *removable* 1lb. adhesive hook.

*(Continued on second page...)*

# HUNTINGTON LANDMARK ACC/HB CITY PROJECT APPROVAL MATRIX

(continued from page 1)

## **ACC Approval but no HB City permit is required for the following:**

Acoustic ceiling material removal – all phases due to asbestos containment and abatement (Phase 1 also requires ACC approval due to electrical heating);  
Attachments – attachments to exterior structure, hanging plants also require Landscape Committee approval and sign-off;  
Awnings – under 54” and manual, including replacement of fabric;  
Cement – walkways where one does not exist or existing needs repair;  
Chair lift (low DC voltage) – needs electrical permit;  
Doors, exterior – retrofit (existing frame intact), non-retrofit pre-hung (removal of existing frame) Doors at 2<sup>nd</sup> story Units – door must be fire rated;  
Doors, interior – if non-structural wall is altered;  
Doors, security/screen – including retractable screen doors;  
Flagpole brackets – in wood (not on stucco, shingles, or vinyl fence);  
Flood lights – on existing exterior fixture;  
Flooring changes – 2nd story Units, *interior only*;  
Garage – door opener;  
Garage – shelves (built-in or changes to existing storage);  
Gutters/downspouts – new install and changes to existing;  
Handrails – installed by owner (must meet code);  
Laundry room doors – in patio or balcony;  
Satellite dish – fascia-mount only, no roof penetrations;  
Skylights/”*Solatubes*” (14”x14” or smaller);  
Windows – retrofit (existing frame intact);  
Windows – screens (new must match window frame);  
Windows – tint;  
Wrought iron gate privacy screens.

## **The following items are NOT allowed:**

Artificial foliage;  
Atrium covers – at *Breakers* model Units;  
Flag poles (permanent, free-standing);  
Garden windows;  
Hanging planter boxes or other decorative items over vinyl fences and slump stone walls;  
Hanging sunshades or blinds on outside of windows or on patios/balconies;  
Murals painted on stucco within atriums or on patio walls, slump stone walls, and vinyl fences;  
Patio tile or epoxy coating;  
Plastic/fiberglass sheathing over open roofs;  
Sheds, structures, storage cabinets above fence line;  
String lights hung from beams/fascia boards of patios and balconies (permitted holidays excluded);  
Tile/pavers/carpet/epoxy coating on balconies and breezeway floor;  
Vinyl fence attachments;  
Windows – exterior sills/shelves/boxes;

## **I acknowledge receipt of this 2-page document:**

Print Name:

Signature:

Unit #:

Date:

**HUNTINGTON LANDMARK  
RULES AND REGULATIONS  
RECREATIONAL FACILITIES – ADDENDUM B**

Approved by the Board of Directors September 03, 2024

**B1.0 RECREATION FACILITIES – GENERAL**

- B1.1** Recreational facilities are Common Areas open to all Residents. Residents may invite guests to join them in the use of some recreational facilities and amenities, as detailed herein. Exceptions for special circumstances may be arranged through the Management Office.
- B1.2** Guests are defined as anyone who is not a Resident and includes family, friends, children and non-Resident Owners. See B7.0 below and the guest section of the general rules.
- B1.3** Caregivers are considered a contractor, not a guest. A caregiver may accompany a Resident but may not use the recreation facilities.
- B1.4** Guests are permitted at various Landmark approved events, e.g. annual Pool Parties and Concerts-on-the-Green, when accompanied by a Resident.
- B1.5** Greenbelts – (the two large areas around the Recreation Center) – are open to all Residents and their guests of all ages. For groups of 10 or more, please contact the Management Office ahead of time.
- B1.6** Alcohol may not be advertised or sold at any Recreational Facility or event.
- B1.7** Guests shall be included for all ticketed events at the discretion of the Management Office.
- B1.8** Pets (other than service animals individually trained to do work or perform tasks for people with disabilities) are not allowed in any of the Recreational Facilities. Permitted Exception: Greenbelt areas.
- B1.9** The Main Lounge and MPR (Multi-Purpose Rooms) 1 and 2 may be reserved for exclusive use for a private event. See the Management Office for the policy and procedures on how to reserve a room.

**B2.0 BASKETBALL HOOP – See posted signs/rules**

**B3.0 BOCCE BALL**

- B3.1** Residents must accompany guests.  
**B3.2** No guests under age 10.

**B4.0 BILLIARD ROOM – See posted signs/rules**

- B4.1** Residents must accompany guests.  
**B4.2** No guests under age 18.

**B5.0 CERAMICS ROOM – See posted signs/rules**

**B5.1** Residents only; no guests.

**B5.2** Follow ceramic room procedures

**B6.0 FITNESS CENTER – See posted signs/rules**

**B6.1** Residents only. *Exception:* a caregiver, certified trainer or physical therapist may accompany a Resident in the fitness center but may not use the equipment.

**B7.0 GUESTS**

**B7.1** Residents must accompany guests in any facility and to all activities.

**B7.2** Residents are responsible and liable for conduct of their guests at all times.

**B7.3** The Management Office may limit the number of guests, as necessary, to accommodate Landmark Residents.

**B8.0 PICKLEBALL COURT – See posted signs/rules**

**B8.1** Residents must accompany guests.

**B8.2** No guests under age 18.

**B9.0 PUTTING GREEN – See posted rules**

**B9.1** Residents must accompany guests.

**B9.2** No guests under age 18.

**B10.0 SHUFFLEBOARD COURTS – See posted signs/rules**

**10.1** Residents must accompany guests,

**10.2** No guests under age 10.

**B11.0 SPAS – See posted signs/rules**

**B11.1** Residents must accompany guests.

**B11.2** Guests under age 18 are NOT allowed in the spas.

**B11.3** Persons with symptoms of or are afflicted with a communicable disease are prohibited from using the spas.

**B12.0 SWIMMING POOLS – See posted signs/rules**

- **MAIN POOL**

**B12.1** Only service animals, individually trained to do work or perform tasks for people with disabilities, are permitted in the pool area.

**B12.2** All gates to pool facilities are to remain locked at all times.

**B12.3** Only safety flotation devices and “swim noodles” allowed in the pool.

- B12.4** Residents must accompany guests.
- B12.5** Guests under age 18 are allowed in the pool only during posted hours of 10 AM to 12 PM daily, *except* for Landmark sponsored family and holiday events.
- B12.6** Diapers (adult’s or children’s) are NOT allowed; children who are not toilet-trained may not use the pool.
- B12.7** Persons with symptoms of or are afflicted with a communicable disease are prohibited from using the pool or locker rooms.
- B12.8** Motorized carts, manually operated or motorized wheelchairs or strollers may not be brought closer than eight feet from the edge of the swimming pool.
- B12.9** Cell phones and portable music may be used QUIETLY around pool areas.
- **BEACON POOL AND CABANA – See posted signs/rules**
- B12.10** Guests under age 18 are NOT permitted access to the Beacon Pool and Cabana.
- B12.11** The Cabana and Beacon pool are open to all Residents. For group events of 10 or more, please contact the Management Office ahead of time.
- B12.12** Only service animals, individually trained to do work or perform tasks for people with disabilities, are permitted in the pool area.
- B12.13** All gates to pool facilities are to remain locked at all times.
- B12.14** Only safety flotation devices and “swim noodles” allowed in the pool.
- B12.15** Residents must accompany guests.
- B12.16** Persons with symptoms of or are afflicted with a communicable disease are prohibited from using the pool. Adult diapers are not allowed.
- B12.17** Motorized carts and manually operated or motorized wheelchairs may not be brought closer than eight feet from the edge of the swimming pool.
- B12.18** Cell phones and portable music may only be used QUIETLY around pool areas.
- B13.0** **TABLE TENNIS**
- B13.1** Residents must accompany guests.
- B13.2** No guests under age 10.
- B14.0** **TENNIS COURTS – See posted signs/rules**
- B14.1** Residents must accompany guests.
- B14.2** No guests under age 18.
- B15.0** **WOODSHOP – See posted signs/rules**
- B15.1** Residents only; no guests.
- B15.2** Residents must sign a liability waiver to operate woodshop equipment.
- B15.3** Woodshop procedures must be followed.

**HUNTINGTON LANDMARK**  
**SENIOR ADULT COMMUNITY ASSOCIATION**  
**RULES AND REGULATIONS, ADDENDUM C – LANDSCAPE**

Approved by the Board of Directors September 03, 2024

In April 2019, the Board of Directors approved a multi-year Master Plan for Landscape Renovation. The Master Plan was developed by the Landscape Advisory Committee (LAC) to protect our Association buildings and infrastructure by upgrading both the irrigation and landscape in the Common Areas.

All landscape/irrigation maintenance is done by the Association's contractor. Direct instruction or conversation with the Association contractor's personnel is prohibited; any issues or concerns should be directed to Management or the LAC. Requests for changes, additions or improvements to the Common Area landscape may be made via a *Landscape Review Request* form, available at the Management Office.

Common Areas are defined in the CC&Rs. Ref. 1.20, 1.31; 1.33 & 3.03c (patios and balconies), 1.34, 1.35d, 4.16 & 4.20 outside building walls, stucco and Marina patio walls, slump stone and vinyl fences, including grounds, pavement, sidewalks, steps, porches and breezeways, (which consist of the lower entrance, stairs and upper landings); breezeways are maintained by the Association.

The following rules are applicable to all Landmark Common Areas:

1. Resident's removal of Association plants is prohibited. Ref CC&R 4.16
2. Residents are not permitted to plant anything in the Common Areas.
3. Outdoor in-ground lighting is not permitted. Ref CC&R 11.8(i)
4. ***LAC prior approval is required*** for any additions to landscaped Common Areas, including but not limited to: Paving Stones; Potted Plants; Statuary; Garden Décor, Garden Flags; or Bird Baths. Ref CC&Rs 4.16 and 4.18. ***NOTE:*** Once a phase is renovated, plantings are given a full year to grow before anything may be added to the landscape.
5. No garden supplies, empty pots or tools may be left in the Common Area. Artificial flowers, plastic whirligigs and plastic decor are not permitted in the Common Area.
6. Pots may not be placed on or beside the sidewalks leading to a unit. No potted plants are permitted on the stucco or Marina walls. On slump stone fences, only plants that are in pots with saucers or are in self-watering pots, with a pot base narrower than the width of the fence, are permitted. Plants must be maintained in healthy condition. The limit is 5 pots and/or 5 decorations. ***NOTE:*** Any damage to walls, fences or gates shall be repaired at the Owner's expense. Ref CC&Rs 4.18, 11.01 and 11.08(i).
7. Pots on patios, balconies, porches or atriums, shall be no more than 16" in diameter. Plant foliage must be a minimum of 24" below roof overhangs and

building fascia. Plants need to be at least 6" from interior and exterior walls. Plants shall not touch building exteriors or fences. Ref CC&R 4.06

8. Invasive and/or hazardous plant species are not allowed. These plants include, but are not limited to: asparagus fern, spider plants, fire stick and nasturtiums.
9. In non-renovated phases a limit of 10 well maintained potted plants and/or 5 garden decorations may be placed around a unit, if they comply with all the rules.
10. Nothing may be placed in front of, behind, above, or between Association flowers and shrubs due to interference with plant growth, the irrigation systems, ground cover and maintenance work.
11. Pre-2018 approved private gardens shall be maintained by the Resident in pristine condition until: 1) their phase is renovated; 2) their Unit is sold or title changes; 3) the Unit becomes a rental; 4) the Owner is no longer able to maintain the area. Owners shall pay any costs involved for restoration back to Association plantings, unless it occurs during Phase Renovation. All edging will be permanently removed during renovation or upon a change in occupancy.
12. In Two-Story Building Breezeways:
  - a) Pots on balconies or upper landings must be lightweight with waterproof plastic saucers; no ceramic, clay or metal pots are permitted.
  - b) Nothing may overhang another Resident's patio or be hung from any portion of the breezeway or placed on balcony ledges.
  - c) Pots on lower entrance areas must have waterproof saucers underneath them.
  - d) Pots may not be more than 16" in diameter.
  - e) Plants shall not touch walls, stairs or other surfaces.
  - f) Nothing may be placed on renovated rock beds.
13. Hummingbird feeders and approved birdbaths must be kept clean and situated where they do not restrict access by Association Contractor workers. Birdseed feeders are not permitted.
14. All trees are the property of the Association, and nothing may be hung in, on, or placed under a tree. Exception: Association approved and installed blue bird boxes as part of a National Blue Bird Preservation Project. Further information is available from the Management Office or the LAC.

# HUNTINGTON LANDMARK RULES AND REGULATIONS

## ADDENDUM D – MAINTENANCE RESPONSIBILITIES

Approved by the Board of Directors September 03, 2024

CC&Rs §4.18 and §5.05 set forth maintenance (repair and replacement) responsibilities of the Association and of Owners. In general, Owners are responsible for the maintenance of all components within the interior of their Units (including laundry rooms) whose limits are the interior surfaces of the ceilings, walls, floors, windows, and doors as well as the maintenance of some exterior components designed to serve only their units.

Owners are also responsible for the maintenance of all components they or a previous Owner installed or altered whether or not the Architectural Control Committee approved them.

The cleanliness of units, entries, patios, balconies and assigned garages are also the responsibility of Owners.

The following table details the maintenance (repair and replacement) responsibilities of the Association and of Owners. Owners are responsible for the repair of damage to Common Area components they or their tenant's cause.

Questions concerning maintenance responsibilities should be directed to the Management Office.

	COMPONENTS	ASSOCIATION	OWNER
<b>A</b>	<b>Air Conditioning, Heating, Laundry, Water Heaters</b>		
	1. Air-conditioning systems and related components (exception in A5)		▲
	2. Heating systems, registers, vents and ducts and related components (exception in A5)		▲
	3. Cleanliness of furnaces, water-heaters, and laundry drains and vents		▲
	4. Laundry appliances and water-heater and their vents (exception in A5)		▲
	5. Vents and ducts for water heaters, exhaust fans, heating systems and air-conditioning systems within the confines of an attic, walls, and first floor ceiling	▲	
	6. Pans under water heaters and washing machines <u>except</u> concrete-filled pans in 2 <sup>nd</sup> -floor units in Phases 2, 3 and 4		▲
	7. Radiant ceiling heat wiring in Phase One units <u>unless</u> ceilings were scraped and re-covered by the Owner	▲	
	8. Radiant ceiling heat thermostats in Phase One units		▲
<b>B</b>	<b>Balcony, Front Entrance, Patio, Atrium, Two-Story Building Landings</b>		
	1. Cleanliness of patio, atrium and balcony drains		▲
	2. Floor coverings (rugs, tile, etc.)		▲
	3. Painting atrium exterior surfaces within a covered atrium		▲
<b>C</b>	<b>Bathrooms</b>		
	1. Cabinetry, toilets, toilet wax seals and mounting bolts, tubs, sinks, and showers		▲
	2. Toilet mounting flanges	▲	
	3. Shower and tub pans		▲
<b>D</b>	<b>Cables, Wiring and Antennas</b>		
	1. Telephone, television, internet, satellite, computer, and audio equipment		▲
<b>E</b>	<b>Condominium Interior</b>		
	1. Baseboards, quarter rounds, door moldings, and crown moldings		▲
	2. Exhaust fans (kitchen and bathrooms) and their vents (exception in A5)		▲
	3. Floor coverings (rugs, tile, etc.) within a unit		▲
	4. Kitchen appliances		▲
	5. Painting, texturing, coverings on walls, ceilings, and interior doors		▲
	6. Smoke and carbon-monoxide alarms		▲
	7. Water shutoff valves, flex lines, hoses, and drains (showers, tubs, sinks, toilets, water heaters, laundry, etc.)		▲

	<b>COMPONENTS</b>	<b>ASSOCIATION</b>	<b>OWNER</b>
<b>F</b>	<b>Condominium Exterior</b>		
	1. Fences, rails, walls, gates, patios, balconies, breezeway stairways and landings, concrete slabs and walkways (including steps)	▲	
	2. Gutters, downspouts, diverters, and gutter guards	▲	
	3. Insulation within walls, ceilings, and attics	▲	
	4. Skylights, solar tubes, and related components		▲
	5. Solariums, sunrooms, atrium covers/roofs, and related components		▲
	6. Structural walls, exterior walls, siding, wood trim, stucco, roofs, and roof vents	▲	
	7. Water shutoff valves and hose bibs on exterior of building	▲	
	8. Water lines within walls, floors, ceilings, attics and on interior surfaces upstream of a shutoff valve <i>Note: Owners may not install PEX piping in place of existing copper piping</i>	▲	
<b>G</b>	<b>Condominium Doors and Windows</b>		
	1. Interior doors, exterior doors (entry, patio, balcony, and laundry), and related components		▲
	2. Painting inside of exterior doors (entry and laundry)		▲
	3. Painting outside of exterior doors (entry and laundry)	▲	
	4. Window glass and screens, patio/balcony-door glass and screens, and related components		▲
	5. Window frames and exterior-door frames (entry, patio, balcony, and laundry)	▲	
<b>H</b>	<b>Electrical</b>		
	1. Electrical components within walls, ceilings, and attics; wiring, junction boxes, circuit-breaker boxes and internal bus bars	▲	
	2. Interior lights, switches, outlets, ground-fault circuit interrupters (GFCIs), circuit breakers, and doorbell chimes		▲
	3. Porch, entry, patio and balcony light fixtures, outlets, and doorbell buttons		▲
<b>I</b>	<b>Gas Lines</b>		
	1. Gas shutoff valves and flex lines within a unit and laundry room		▲
	2. Gas lines within walls, floors, ceilings, attics and connected to meters	▲	
<b>J</b>	<b>Garages</b>		
	1. <b>Garage doors</b> , door frames, hinges, springs, tracks, rollers, electrical wiring, garage and door operator receptacles and light switch	▲	
	2. <b>Garage door electric openers and associated controls</b> , operator emergency release, all light bulbs (garage and operator), all keys (door lock, emergency door release and outside door switch)		▲
<b>K</b>	<b>Sanitary Sewers</b>		
	1. Sanitary sewer lines, drains and vents within walls, floors, ceilings, attics, and outside of buildings	▲	
	2. Sanitary sewer lines or drain line blockage due to a resident's negligence		▲

**ADDENDUM E**  
**HUNTINGTON LANDMARK RULES & REGULATIONS**  
**SCHEDULE OF FINES AND PENALITIES**

Approved by the Board of Directors October 07, 2025

The CC&Rs and Association rules (“Governing Documents”) are in place for the benefit of all residents and all Owners of the Community. Owners are responsible for the conduct of their tenants and guests and are subject to fines and other appropriate enforcement following due process, if the Owner, their tenant, or guests are found not to be in compliance with the Governing Documents.

In the event a violation is observed or reported, the Owner will receive an initial notice of noncompliance letter and be provided an opportunity to correct the violation. If the violation continues or is not corrected, prior to the Association imposing a fine or other enforcement against an owner, the Owner will be provided a formal notice of the violation reportedly committed and an opportunity to attend a hearing before the Board to address the reported violation, pursuant to Civil Code §5855.

If the Owner corrects the violation prior to the hearing, no further enforcement will occur.

Alternatively, if the Owner is unable to correct the violation prior to the hearing, and provides a financial commitment to correct the violation, no further enforcement will occur.

Following the hearing, upon a determination that a violation has been committed, the Board has discretion to impose a fine of up to \$100 along with further enforcement measures for the violation.

If, following the hearing, the Board and the Owner agree with the enforcement imposed, the parties shall sign a written resolution documenting the enforcement agreed to. This signed resolution is binding and judicially enforceable.

**Health and Safety Violation Fine Schedule**

Notwithstanding the above \$100 maximum violation fine, for each violation of the Governing Documents determined by the Board to result in an adverse health and safety impact on the Common Area or another separate interest, the following fine schedule shall apply:

First occurrence:	\$100 fine
Second occurrence:	\$250 fine
Third occurrence:	\$500 fine
Each additional occurrence:	\$1,000 fine

The imposition of the above fine schedule for Health and Safety-related violations shall be preceded by a written finding by the Board, in an open Board meeting, specifying the adverse health or safety impact of the violation.

**HUNTINGTON LANDMARK SENIOR ADULT  
COMMUNITY ASSOCIATION**

**Election Rules and Voting Procedures**

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## **Election Rules, Voting Procedures and Director Qualifications**

The following Association Election Rules and Voting Procedures (Rules) are adopted by the Board of Directors, pursuant to Civil Code Section 5105.

These Rules govern Association elections and voting and are intended to bring the Association into compliance with Civil Code Sections 5100 through 5145.

## 1. INSPECTOR(S) OF ELECTION

### A. Selection

- ii. **By Board Prior to Any Election.** If the Board has not previously designated an Inspector or Inspectors of Election, prior to scheduling any Association vote or election for the categories set forth in these rules, the Board may designate one (1) or three (3) persons, who are not under a contract, employed, or an agent of the Association or an independent elections inspector to serve as Inspector(s) of Elections.
- ii. **By Board to Fill Vacancy.** In the event one or more of the Inspector(s) of Election are unable or unwilling to carry out the Inspector's duties or are unable or unwilling to serve in a particular vote or election, the Board may appoint a qualified independent individual or company to act as the Inspector of Elections.
- iii. **By Members in Attendance.** If the Board of Directors has not appointed an Inspector of Election, then Inspector(s) of Election may be selected by the Members in attendance at a Membership voting meeting. If Inspectors are selected by the Members in attendance, the Members shall move to appoint one (1) or three (3) Inspectors, who must meet the inspector qualifications of these rules and the applicable Civil Code as stated herein. The vote of the Membership to appoint Inspector(s) of Election shall be upon a majority of those present.

## **B. Inspector Qualifications**

- i.** The Inspector of Elections may be a Member of the Association or may be an independent third-party non-member including but not limited to the following:
  - a.** Volunteer poll worker with the county registrar of voters;
  - b.** A licensee of the California Board of Accountancy; or
  - c.** A notary public; or
  - d.** A company specializing in association elections inspection and ballot counting.
- ii.** An independent third-party may not be a person, business entity, or subdivision of a business entity who is currently employed or under contract with the Association for any compensable services other than serving as an Inspector of Elections. Inspectors may appoint and oversee additional people to verify signatures and to count and tabulate votes as the Inspector or Inspectors deem appropriate, provided that the persons are independent third parties who meet the requirements.
- iii.** An elections Inspector must not be a Director or a candidate for any election, nor related by blood or marriage to any candidate for election.
- iv.** Inspectors must agree to familiarize themselves with these rules and the Association's Bylaws, and to be present at any Membership voting meetings or ballot counting.
- v.** Inspectors must avoid any favoritism or partiality to any candidate or point of view and must be committed to conducting a fair and honest election, in full compliance with these rules.

## **C. Decisions**

- i.** In the case of three (3) Inspectors, all shall act by majority vote, and the decision or act of a majority shall be effective in all respects as the decision or act of all.
- ii.** Inspector(s) may appoint and oversee additional persons to count and tabulate votes as the Inspector(s) deem necessary and appropriate.

**D. Duties; Inspectors of Election Shall:**

- i. Perform the Inspector's duties impartially, in good faith, to the best of the Inspectors ability, and as expeditiously as is practical.
- ii. Determine the number of Memberships pursuant to the Record Date and the voting power of each, if necessary.
- iii. Determine the validity, authenticity, and effect of proxies if proxies are used.
- iv. Receive and hold ballots or direct where ballots are to be returned and held until votes are tallied.
- v. Ensure compliance with all of the following, if the inspector or inspectors of elections conducts an election by electronic secret ballot pursuant to Section 5105:
- vi. Each member voting by electronic secret ballot shall be provided with all of the following:
  - a. A method to authenticate the member's identity to the internet-based voting system.
  - b. A method to transmit an electronic secret ballot to the internet-based voting system that ensures the secrecy and integrity of each ballot.
  - c. A method to confirm, at least 30 days before the voting deadline, that the member's electronic device can successfully communicate with the internet-based voting system.
  - d. Any internet-based voting system that is utilized shall have the ability to accomplish all of the following:
    - i. Authenticate the member's identity.
    - ii. Authenticate the validity of each electronic secret ballot to ensure that the electronic secret ballot is not altered in transit.
    - iii. Transmit a receipt from the internet-based voting system to each member who casts an electronic secret ballot.
    - iv. Permanently separate any authenticating or identifying information from the electronic secret ballot, rendering it impossible to connect an election ballot to a specific member.

- v. Store and keep electronic secret ballots accessible to elections officials or their authorized representatives for recount, inspection, and review purposes.
- vii. Hear and determine any challenges and questions regarding voting issues.
- viii. Open all secret ballot envelopes received pursuant to the rules as stated below and tabulate all votes cast.
- ix. Determine the times for the beginning and end of voting at the meeting or meetings where votes will be tallied for the particular vote or election; however, the date, time, and place of the meeting shall be determined by the Board of Directors.
- x. Issue a report certifying the results of the election. The Inspectors' report is prima facie evidence of the facts stated in the report.
- xi. Maintain custody of all ballots for the particular vote or election until the ballots are turned over to the Association.
- xii. Retain Association election materials, both a candidate registration list and a voter list. The voter list shall include name, voting power, and either the physical address of the voter's separate interest, the parcel number, or both. The mailing address for the ballot shall be listed on the voter list if it differs from the physical address of the voter's separate interest or if only the parcel number is used. The Association or member shall report any errors or omissions to either list to the Inspector(s) who shall make the corrections within two (2) business days.
- xiii. Perform any acts as may be proper to conduct the election with fairness to all Members in accordance with this Article, the Corporations Code, Civil Code and all applicable rules of the Association regarding the conduct of the election.

## 2. REQUIRED NOTICE, TIMING

- A. Director elections shall be held at the end of each Director's expiring term and pursuant to the staggered terms as stated in the Bylaws.
- B. At least thirty (30) days advance notice must be given to the Membership of any meeting at which a Membership vote is to be taken; for Director elections at least ninety (90) days advance general notice must be given, including the Association solicitation for candidate nominations.
- C. General notice of the procedure and deadline for submitting candidate nominations shall be provided at least thirty (30) days before the candidate nomination deadline.
- D. For elections of directors and for recall elections, general notice of the following shall be given to the Members at least thirty (30) days before the ballots are distributed:
  - I. The date, time and address for ballots to be returned by mail or handed to the inspector(s) of election.
  - II. If the Association is conducting the election by electronic secret ballot as provided for in Civil Code Section 5105, the date and time by which electronic secret ballots are to be transmitted to the internet-based voting system and preliminary instructions on how to vote by electronic secret ballot at the commencement of the voting period.
  - III. The date, time and meeting location for quorum to be determined, if required and for the ballot count.
  - IV. The list of candidates whose names will appear on the ballot for a Director election.
  - V. If the association allows for voting in an election by electronic secret ballot as provided for in Civil Code Section 5105, the date and time by which electronic secret ballots are to be transmitted to the internet-based voting system and preliminary instructions on how to vote by electronic secret ballot upon commencement of the voting period.
  - VI. For an election operating rule where members are permitted to opt out of voting by electronic secret ballot to vote by written ballot, the association shall provide individual notice, delivered pursuant to Section 4040, **at least 30 days** before the deadline to opt out of voting by electronic secret ballot, of all of the following:

- a. The member's current voting method.
- b. If the member's voting method is by electronic secret ballot and the association has an email address for the member, the email address of the member that will be used for voting by electronic secret ballot.
- c. An explanation that the member is required to opt out of voting by electronic secret ballot, in writing, if the member elects to vote by written secret ballot.
- d. An explanation of how a member may opt out of voting by electronic secret ballot.
- e. The deadline by which the member is required to opt out of voting by electronic secret ballot if the member elects to exercise that right.

### 3. **NOMINATION PROCEDURES (Applicable Only to Meetings Electing Directors)**

- A. Nomination Forms.** The Association shall provide general notice of the procedure and deadline for submitting a nomination approximately ninety (90) days before the date set for the Annual Meeting. The notice shall include information about when director elections are to be held, and also include candidate nomination forms. Interested members shall have at least thirty (30) days to return their nomination forms.
- B. Deadline.** Completed candidate nomination forms shall be returned by the Members by the due date, as directed, in order for the candidate's name to be included on the ballot.
- C. Late Forms.** Any nomination form not timely received by the designated recipient will not be included in the secret written ballot procedure mailed in accordance with these rules.
- D. Forms Content.** Completed candidate nomination forms shall include a representation that the nominated Member meets all candidate qualifications and has agreed to place the Member's name in nomination.
- E. Candidate's Statement.** Completed candidate nomination forms may also include a candidate's statement or indicate that the candidate has declined to submit a statement. The Association shall distribute candidate statements as submitted and is not responsible for the content of any candidate statement submitted. If photographs are to be included, then equally sized photographs should be used for each candidate.
- F. Result of Failure to Comply.** The names of candidates/nominees that do not follow the aforementioned procedures, or candidates who are not qualified nominees, will not appear on the ballot.
- G. Self-nominations.** A Member may self-nominate so long as the Member meets the minimum qualifications. Write-in candidates on a ballot will not be considered.
- H. Nominating Committee.** In the event a Nominating Committee is formed pursuant to the Association's Governing Documents and Bylaws, the committee shall comply with these procedures in addition to those set forth in the Governing Documents.

#### **4. CANDIDATE QUALIFICATIONS**

- A.** The Board of Directors is comprised of seven (7) Members. Directors are elected to fill open seats each year for two (2) year terms. Four (4) directors are elected in odd numbered years; three (3) directors are elected in even numbered years.
- B.** The qualification(s) to be a candidate for the Board are as follows:
- i.** The Candidate must be a Member of the Association.
  - ii.** The Candidate must not be delinquent in the payment of assessments unless the candidate 1) has paid assessments under protest; 2) has entered an assessment payment plan; or 3) has not been provided an opportunity to engage in IDR.
  - iii.** The Candidate's election must not result in two owners of a single separate interest Unit serving on the Board at the same time.
  - iv.** The Candidate must not have a past criminal conviction that would, if the person was elected, either prevent the Association from purchasing the insurance required by Section 5806 or terminate the association's existing insurance coverage required by Section 5806 as to that person should the person be elected.
  - v.** The Candidate complies with the maximum term limits.

The Association shall not disqualify a person from nomination to or service on the Board of Directors unless the Board provides that member with the opportunity to engage in internal dispute resolution (IDR) as provided in Section 5900 .

#### **5. BOARD MEMBER QUALIFICATIONS; VACANCY**

- A.** The Board may declare vacant the seat of any Director under the following circumstances:
- i.** The Director ceases to be a Member as defined in the Governing Documents.
  - ii.** The Director is delinquent in the payment of assessments and: a) has not entered a payment plan; b) has not been offered an opportunity to participate in IDR; or c) has not paid the delinquent assessments balance under protest.
  - iii.** The Director's election resulted in two owners of a single separate interest Unit serving on the Board at the same time.
  - iv.** The Director has engaged in past criminal activity which prevents the Association from purchasing the insurance required by Civil Code Section

5806 or will result in termination of the Association's existing insurance coverage required by Section 5806 as to that Director.

- v. The Director has failed to comply with the mandatory reporting requirements of the Corporate Transparency Act in effect during the Director's term. Compliance shall include but not be limited to reporting the following: 1) full legal name; 2) date of birth; 3) current business or residence address; 4) valid form of identification (passport, driver's license, or other valid state or locally issued identification).

## 6. CAMPAIGNING, CANDIDATE STATEMENTS, COMMON AREA ACCESS AND USE OF ASSOCIATION FUNDS

- A. Any candidate for the Board, or any Member advocating a point of view on an issue which is to be voted upon, shall have equal access to any Association media, newsletters, or Internet Web sites during the campaign, for purposes that are reasonably related to the election or other vote which is being taken.
- B. Equal Access shall be provided to all candidates and for all points of view, including those not endorsed by the Board, for purposes that are reasonably related to the election.
- C. The Association shall not edit or redact any content from any statement or election communication received from any Member. Any content published shall include the following statement:

**“These statements are from the candidates themselves, and not the Association. Neither the Association nor the Board of Directors is responsible for or necessarily endorses any of the views expressed in these statements.”**
- D. All Members shall have equal access to any Common Area meeting space, during a campaign, at no cost, for purposes reasonably related to the election.
- E. Association funds shall not be used for campaign purposes, (as defined in Civil Code Section 5135) in connection with any Board election or any other Association election except to the extent necessary to comply with duties of the Association imposed by law.

## 7. QUORUM

- A. **Quorum** is the minimum number of Members who must participate in order to enable the Association to conduct a Membership meeting, including tabulating ballots.
- B. In order for a Member to count as participating, and therefore be included in the quorum, a Member must either:
  - i. Personally attend;
  - ii. Submit a ballot pursuant to these rules in advance of the meeting or ballot counting;
  - iii. Provide a proxy to a person who attends on behalf of the Member.
- C. For purposes of this Association as set forth in the Bylaws, quorum is at more than fifty percent (50%) of the total voting power of the Association represented in person, by written ballot or by proxy. For purposes of Special Assessment votes, pursuant to Civil Code Section 5605, quorum also means more than fifty percent (50%) of the Members of the Association, notwithstanding any provision of the Governing Documents.
- D. All ballots returned in accordance with the voting instructions shall count for purposes of determining whether quorum has been achieved for any particular vote or election. A member voting electronically shall be counted as a member in attendance at the meeting.
- E. The existence of quorum shall be determined by the total of all ballots received in advance of the meeting, plus the total Members represented in person or by proxy at any annual or special meeting held for purposes of the vote or election who have not previously returned ballots.
- F. Envelopes containing ballots cast prior to the meeting for counting shall not be opened for any reason but shall be date stamped or logged, organized and/or counted for quorum purposes only, prior to the tabulation by the Inspectors of Election.
- G. If quorum is not achieved, the meeting may be adjourned by the vote of a majority of votes represented in person or by proxy, to a date according to the procedure set forth in the Governing Documents and Bylaws. The secret ballots received prior to the meeting at which the votes were to be counted shall be maintained in a location designated by the Inspectors of Election, unopened, in a secure location until the adjourned meeting date.
- H. For membership meetings to elect directors, in the absence of meeting quorum, unless a lower quorum is authorized by the Association's

governing documents, the Association may adjourn the meeting to a date at least 20 days after the adjourned proceeding, at which time the quorum required for the reconvened membership meeting to elect directors shall be twenty percent (20%) of the Association's members, voting in person, by proxy, or by secret ballot received.

## 8. VOTING QUALIFICATIONS

- A. **No Splitting of Votes.** Each Unit is entitled to one vote on any matter for which a vote is taken. Fractional votes shall not be allowed.
- B. **Determination of Membership.** In the event of a discrepancy over the current owner(s), the owner(s) shall be determined by the latest recorded deed as of the date the written secret ballots were mailed to the owner(s).
- C. **Multiple Owners of Same Membership.** Where more than one person is identified as the record title owner of the condominium, the vote for that separate interest shall be determined by all the owners. Only one ballot may be submitted on behalf of a separate interest Unit. Any votes cast in violation of this provision, shall be null and void. Where multiple record owners of the same separate interest are unable to agree as to how the Unit's vote shall be cast and cast multiple ballots on behalf of a separate interest, no vote shall be counted for the matter in question; however, one (1) ballot shall be counted for quorum purposes only. If any record owner exercises the voting rights of a particular separate interest, it will be conclusively presumed for all purposes that the owner was acting with the authority and consent of all other owners of the same separate interest.
- D. **Cumulative Voting.** Cumulative voting is permitted.
- E. **Multiple Ballots Cast on Same Membership.** Where more than one ballot is received for a single Unit, the ballot shall not be tabulated for purposes of the particular vote or election; however, the Unit will be counted as voting for quorum purposes only.

## 9. SECRET BALLOT PROCEDURE

- A. Notwithstanding any other law or provision of the Governing Documents, the following matters may be decided by secret written ballot, in accordance with the procedures set forth herein. In addition, with the exception of special assessment votes, the following may also be decided by electronic voting in accordance with these rules:
- i. Election or recall of Directors;
  - ii. Assessments requiring Member approval;
  - iii. Amendments to the Governing Documents requiring Membership approval; and
  - iv. Grant of exclusive use Common Area pursuant to Civil Code Section 4600.

### B. Methods of Membership Vote

The Association may conduct the Membership votes specified above by either of two methods. Voting may be conducted either by a meeting of the Membership, or, where permitted, by Membership voting by written secret ballot without a meeting pursuant to Corporations Code Section 7513. In addition, except for special assessment votes, voting may be conducted by electronic voting in accordance with these rules.

In voting by written ballot without a meeting, the Members vote with written secret ballots, which shall be opened in an open Board meeting. Written ballots must be received from a number of Members at least equal to the quorum applicable to a meeting of Members.

When voting in conjunction with a Membership or Annual meeting, Members may vote by ballots cast in advance of the meeting or may attend and cast a ballot in person, or the Member may provide a proxy to another Member who will attend the meeting and vote on the Member's behalf.

#### I. Procedure For Vote by Written Ballot:

- a. Ballots and two (2) preaddressed envelopes with instructions on how to return ballots shall be mailed by first-class mail, postage prepaid or delivered by the Association to every Member not less than thirty (30) days prior to the meeting date or, if the Membership is conducting a vote without a meeting, not less than thirty (30) days prior to the deadline for voting. **In order to preserve confidentiality, a voter may not be**

**identified by name, address or Unit number on the ballot. The ballot itself shall not be signed by the voter.**

- b.** The ballot shall be inserted into an envelope and sealed (ballot envelope). The ballot envelope is then inserted into a second outer envelope that is sealed (outer envelope). In the upper left-hand corner of the outer envelope, the Member prints and signs the voting Member's name. In addition, the outer envelope shall state the Member's address and shall indicate the Unit number that entitles the Member to vote.
- c.** The outer envelope is addressed to the designated Inspector of Election, or other designated ballot recipient who will be tabulating the votes. Each Member is responsible for submitting the ballot envelope to the Inspector(s). The Member may mail the envelope or deliver it by hand to a location specified by the Inspector(s) of Election pursuant to the notice materials. The Member may request a receipt for any hand-delivered ballot.
- d.** The sealed ballots shall remain in the custody of the Inspector of Election or maintained at the location designated by the Inspector until after said ballots are tabulated and custody has been transferred to the Association.
- e.** Secret ballots received as specified by the Inspector(s) are irrevocable.
- f.** In the case of election to the Board of Directors, the ballots shall list all candidates in a uniform fashion. No preference or endorsements may be indicated.

## 10. Receipt, Handling, Care and Custody of Written Ballots

- a. Prior to the mailing of the secret written ballots to the Members, the Inspector(s) of Election and/or Board of Directors shall determine the location where the secret ballots are to be returned. The Inspector(s) or Board may designate the Association manager's address as the location for return of ballots.
- b. Members may return the secret written ballot in the following manner:
  - i. By mail (it is the responsibility of the voting Member to mail it with sufficient time so as to be received by the Inspector(s) or manager prior to the meeting);
  - ii. By hand delivery to the specified location; or
  - iii. By hand delivery to the meeting at which the votes will be tabulated. Only ballots returned prior to the closing of voting shall be counted.
- c. Upon receipt, the secret written ballot envelope shall not be opened. Ballots received may be date stamped or otherwise noted with the date of receipt on the outer unopened envelope.
- d. The sealed ballots at all times shall be in the custody of the Inspector or Inspector(s) of Election, or at the location designated by the Inspector or Inspector(s), until after the tabulation of the vote, and transferred to the Association.

## II. Electronic Voting Procedures

- a. "Electronic secret ballot" means a ballot conducted by an electronic voting system that ensures the secrecy and integrity of a ballot pursuant to the requirements of Civil Code Section 5100 et. seq., and these rules.
- b. The Association may utilize an inspector or inspectors of elections, as specified in above, to conduct an election by electronic secret ballot, except for a vote on a regular or special assessments.
- c. In any vote conducted, the measures to be voted on by electronic secret ballot shall be the same as those measures on the written ballot.
- d. If the Association, through the Board of Directors, decides to proceed by electronic voting pursuant to these rules, each members shall receive only an electronic ballot by email from the Inspector(s) of election except for the following who shall only receive a written ballot:
  - i. A member who has changed their preferred method of voting from electronic secret ballot to written ballot no later than 90 days before an election.
  - ii. A member for whom the Association does not have an email address. A member who fails to provide a valid email address to the Association no later than 90 days before a vote conducted pursuant to this Section, shall receive only a written ballot.
- e. A member may opt out of or opt into electronic voting no less than 90 days prior to a vote, in writing pursuant ro Civil Code Section 4035.
- f. The electronic ballot may be delivered by individual notice pursuant to Civil Code Section 4040 (a) (2) contained within or accompanied by email.
- g. The Association shall maintain a voter list identifying which members will receive an electronic ballot and which members will receive a written ballot.
- h. The procedures for opting out of or opting into voting by electronic secret ballot shall be disclosed in the Association's

Annual Statement prepared pursuant to Civil Code Section 5310.

- i. Notwithstanding the Association's bylaws or as otherwise provided elsewhere in these rules, candidate nominations shall not be taken from the floor of the membership meeting were a vote is conducted by electronic ballot.
- j. **Individual Notice of Electronic Ballot.** 30 days before the election, the Association, through the inspector of elections, shall email individual notice of the ballot along with the following instructions:
  - i. How to access the internet-based electronic voting system.
  - ii. How to vote by electronic secret ballot.
- k. If the Association conducts a vote on a governing document amendment by electronic secret ballot, the Association may deliver, by electronic means, the text of the proposed amendment to those members who vote by electronic secret ballot.
- l. A vote made by electronic secret ballot is effective when it is electronically transmitted to an address, location, or system designated by an inspector or inspectors of elections. An electronic secret ballot vote shall be irrevocable.
- m. No person, including a member of the Association or an employee of the Management company, shall open or otherwise review any tally sheet of votes cast by electronic secret ballots before the time and place at which the ballots are counted and tabulated.
- n. Once the quorum is established, a substantive vote of the members shall not be taken on any issue other than the issues specifically identified in the electronic vote.

## 11. PROXIES

- A. As permitted by the Bylaws, Members, as an alternative to voting by written secret ballot, may grant the Member's right to vote to another Member or party by use of a proxy, unless prohibited by the Bylaws.
- B. Any Member may designate another Member as "proxy," giving that person the authority to appear at a Membership meeting and to vote on the Member's behalf.
- C. A general proxy need not be in any particular form, but must be:
  - i. Written;
  - ii. Dated;
  - iii. Signed by the giver of the proxy;
  - iv. State the is granting to another the right to vote the member's interest in an association meeting.
- D. Any instruction given in a proxy issued for an election that directs the manner in which the proxy holder is to vote shall be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain.
- E. A proxy may be revoked at any time by the Member and notice of such revocation must be provided to the Association.
- F. Proxies granted for a specific meeting shall expire upon the conclusion of the stated meeting (or any postponement or adjournment of that meeting). If the proxy does not refer to a specific meeting, and does not state a specific expiration date, it shall expire eleven (11) months after the date it is executed by the Member.
- G. Proxy holder must be designated in the proxy, must be in attendance, and must vote as designated. If no one is designated on the proxy, the proxy is void.
- H. If a Member who has given the Member's proxy attends the meeting and registers to vote, the proxy is void.
- I. If a Member previously submitted a written secret ballot, any proxies issued by that Member for purposes of that election are void.
- J. Dated proxies supersede undated proxies. Proxies dated later in time supersede earlier dated proxies; multiple proxies with the same date will be treated for quorum purposes only.

- K. Unless stated otherwise on the proxy, a proxy expires automatically after eleven (11) months. The maximum term of any proxy is three (3) years from the date of execution.
- L. Proxies must be submitted to the Inspector of Elections or filed with the Association's Secretary if required by the Bylaws, prior to the start of the meeting where a vote is to be taken.

## **12. GENERAL MEMBERSHIP MEETING VOTING PROCEDURES**

- A.** The Inspector(s) of Election shall check in all Members attending the meeting where a vote is to be taken. The Inspector(s) of Election shall determine when to close registration and will determine quorum.
- B.** Upon closure of registration of Members and proxies, and establishment of quorum, the matter to be voted upon shall be announced as per the agenda for the meeting. The eligibility of a nominee to serve as a Director may be determined by the Inspector(s) of Election, with the assistance of the Association's managing agent (if any).
- C.** The Inspector(s) of Election shall collect the ballots cast at the Meeting by Members and proxy holders. These ballots need not be placed in sealed envelopes but shall not contain any information identifying the Member or proxy holder casting the ballot.
- D.** After collection of the ballots cast at the Meeting, the Inspector(s) of Election shall close the voting and begin the process of counting the ballots.

### **13. COUNTING VOTES – VOTING WITHOUT A MEETING**

The following procedures apply if a Membership vote is taken by secret written ballot only without a meeting of the Members:

- A.** All votes shall be counted by the Inspector(s) of Election in public, at a properly noticed open meeting of the Board of Directors or Association Members.
- B.** The times for opening and closing of voting, for Member registration and for registration cut-off at any meeting at which the tabulation of votes is to take place shall be determined by the Inspector(s) of Election and will be described within the election materials and notice.
- C.** Any candidate or other Member of the Association may witness the counting of the votes; however, to avoid interference with the Inspector(s) and to ensure accuracy of the tabulation, no such person may come within five (5) feet of any Inspector(s) of Election while the votes are being counted.
- D.** No person, including an Association Member or an agent, or employee of the management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated.
- E.** As stated above, the unopened envelopes containing the secret ballots may be counted by the Inspector(s) of Election prior to the vote tabulation for purposes of determining the presence of a quorum.
- F.** Any secret ballot envelope that is opened prior to the tabulation by the Inspector(s) of Election will not be counted for purposes of the vote or election but will be counted for quorum purposes only.
- G.** Where the name of the Unit number on the upper left-hand corner of a returned secret ballot envelope differs from the name of the owner/Member of record on file with the Association as of the date of the meeting, the envelope will not be opened and the ballot will not be counted, but the ballot will be counted for quorum purposes only.
- H.** As ballots are counted, votes shall be recorded or tabulated in a procedure to be decided by the Inspector(s) of Election.
- I.** In the event of any ballots which are disputed or unclear, those ballots shall be set aside until the counting of all other ballots is complete.
- J.** If the ballots set aside would not affect the outcome of the election, the Inspector(s) need not take any further action regarding those ballots, but shall keep them separate from the other votes, and note in the tally the number of ballots which were not counted.

- K.** If the ballots set aside as disputed or unclear would affect the outcome of the election, the Inspector(s) shall review each of the ballots in question and shall by majority vote determine if the ballot shall be counted. The Inspector(s) shall reasonably attempt to give meaning to every ballot.
- i.** A ballot casting too many votes may not be counted.
  - ii.** A ballot may not be counted if it cannot be determined as to what the Member voted.
  - iii.** A ballot which contains writing or markings identifying the maker of the ballot shall not be rejected, but the Inspector(s) shall obliterate the writing or marking so that the ballot is secret and does not identify the maker.
  - iv.** A ballot casting votes for a candidate not nominated shall be counted as to any votes it contains that were cast for nominees.
  - v.** An envelope containing more than one ballot shall result in all ballots contained therein being disregarded.
- L.** After determining ballots that are rejected, those ballots shall be separated from the ballots which were counted. The tally sheet shall indicate how many ballots were not counted but need not state the reasons for each ballot not counted.

#### **14. COUNTING VOTES – GENERAL MEMBERSHIP MEETING VOTING PROCEDURES**

The following procedures shall be followed when the Membership vote is taken in conjunction with a Membership meeting where ballots will be counted.

- A.** The times for opening and closing of voting, for Member registration and for registration cut-off at any meeting at which the tabulation of votes is to take place shall be determined by the Inspector(s) of Election.
- B.** Any candidate or other Member of the Association may witness the counting of the votes; however, to avoid interference with the Inspector(s) and to ensure accuracy of the tabulation, no such person may come within five (5) feet of any Inspector(s) of Election while the votes are being counted.
- C.** No person, including an Association Member or an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated.
- D.** The unopened envelopes containing the secret ballots may be counted prior to the vote tabulation for purposes of determining the presence of a quorum.
- E.** Any secret ballot envelope that is opened prior to the tabulation by the Inspector(s) of Election will not be counted for purposes of the vote or election but will be counted for quorum purposes only.
- F.** Where the name of the Unit number on the upper left-hand corner of a returned secret ballot differs from the name of the owner of record on file with the Association as of the date the ballots were mailed, the ballot will not be counted, but will be counted for quorum purposes only.
- G.** As ballots are counted, votes shall be recorded or tabulated in a procedure to be decided by the Inspector(s) of Election.
- H.** In the event of any ballots which are disputed or unclear, those ballots shall be set aside until the counting of all other ballots is complete.
- I.** If the ballots set aside would not affect the outcome of the election, the Inspector(s) need not take any further action regarding those ballots, but shall keep them separate from the other votes, and note in the tally the number of ballots which were not counted.

- J.** If the ballots set aside as disputed or unclear would affect the outcome of the election, the Inspector(s) shall review each of the ballots in question and shall by majority vote determine if the ballot shall be counted. The Inspector(s) shall reasonably attempt to give meaning to every ballot.
- i.** A ballot casting too many votes may not be counted.
  - ii.** A ballot may not be counted if it cannot be determined as to what the Member voted.
  - iii.** A ballot which contains writing or markings identifying the maker of the ballot shall not be rejected, but the Inspector(s) shall obliterate the writing or marking so that the ballot is secret and does not identify the maker.
  - iv.** A ballot casting votes for a candidate not nominated shall be counted as to any votes it contains that were cast for nominees.
  - v.** An envelope containing more than one ballot shall result in all ballots contained therein being disregarded.
- K.** After determining ballots which were rejected, those ballots shall be separated from the ballots which were counted. The tally sheet shall indicate how many ballots were not counted but need not state the reason(s) why each ballot was not counted.

## **15. ANNOUNCEMENT OF RESULTS/TIE BREAKER**

- A.** The results of the vote or election shall be promptly reported to the Board of Directors of the Association, shall be recorded in the minutes of the next meeting of the Board of Directors and shall be available for review by Members of the Association.
- B.** In the event of a tie between two candidates for election to the Board, the winner will be determined by a coin toss. The coin toss shall be administered by one of the appointed elections Inspector(s). In the event of a tie among more than two candidates, the winner will be determined by drawing numbers. The winning candidate will be the candidate drawing the highest number from 1-10.
- C.** Within fifteen (15) days of the vote or election, the Board shall publicize the results of the election in a communication directed to all Members. This may be done by posting of a notice in the same manner in which other notices are posted by the Association.

## **16. RETENTION OF ELECTION RECORDS; INSPECTION**

- A.** Election materials which include: 1) returned ballots, 2) signed voter envelopes, 3) the voter list of names, parcel numbers, and voters to whom ballots were to be sent, 4) proxies, 5) candidate registration list; and, ally sheet of votes cast by electronic secret ballot (“Election Materials”) shall be retained by the Inspector(s) of Election or at a location designated by the Inspector(s) until after the tabulation of the vote, and until the time allowed by Civil Code Section 5145 for challenging the election has expired, at which time custody shall be transferred to the Association. Signed voter envelopes may be inspected but shall not be copied.
- B.** When received by the Association, Election Materials shall be stored by the Association at the office of the managing agent, or with the Association Secretary, in a secure place in accordance with the time periods for producing Association records set forth in Civil Code Section 5210, after which the Election Materials may be discarded.
- C.** After two (2) years after the Association has received possession of the election materials, they may be discarded. Association election materials means returned ballots, signed voter envelopes, the voter list of names, parcel numbers, and voters to whom ballots were to be sent, proxies, and the candidate registration list.
- D.** Any Member may inspect the ballots and electronic tally sheet upon reasonable notice to the Association’s Managing Agent, or Secretary (in the event the Association does not at the time have a Managing Agent).
- E.** Under no circumstances shall the Inspector(s) of Election, the Association’s Managing Agent, or the Secretary keep the Election Materials in a fashion which identifies the vote cast by any particular Member or otherwise which destroys the secrecy of the balloting.
- F.** In the event of a recount or other challenge to the election process, the Association shall, upon written request, make the ballots and electronic tally sheet available for inspection and review by Association Members or the Member’s authorized representatives. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote.
- G.** If there is any cost to the inspection, such as photocopying charges or charges by the managing agent for accommodating the inspection, such cost shall not be borne by the Association but shall be paid by the requesting Member.

## **17. MEMBER OBLIGATION TO VERIFY VOTER LIST; CORRECTIONS**

- A.** Pursuant to Civil Code Section 5105, any Member has the right to inspect the accuracy of the Member's information on the voter's list prior to a ballot being distributed. The voter list shall include name, voting power, and either the physical address of the voter's separate interest, the parcel number, or both. The mailing address for the ballot shall be listed on the voter list if it differs from the physical address of the voter's separate interest or if only the parcel number is used ("voter list information").
- B.** A Member's voter list information shall be made available for this purpose at least thirty (30) days before the ballots are distributed.
- C.** The Members shall report any errors or omissions in Member's voter list information to the Inspector(s) of Elections pursuant to the Civil Code.
- D.** The Inspector(s) of Elections shall correct any voter list information errors reported within two (2) business days of the date reported.

## 18. DIRECTOR ELECTION BY ACCLAMATION

- A. When, as of the deadline for submitting candidate nominations for election to the Board, the number of qualified candidates is not more than the number of vacancies to be elected (i.e., the number of nominees is equal to or less than the number of vacancies), the Association may consider the qualified candidates elected by acclamation, pursuant to Civil Code Section 5103, if all of the following conditions have been met:
- I. The Association has held an election for Directors in accordance with Civil Code Section 5100 secret ballot procedures within the last three (3) years.
  - II. The Association provided initial individual notice of the election and the procedure for nominating candidates at least ninety (90) days before the deadline for submitting nominations including: a) the number of open Board positions to be filled; b) the deadline for submitting nominations; c) the manner in which nominations can be submitted; and, d) a statement informing Members that if, at the close of the time period for making nominations, there are the same number or fewer qualified candidates as there are board positions to be filled, then the Board of Directors may, after voting to do so, seat the qualified candidates by acclamation without balloting.
  - III. The Association sent a “reminder notice” between seven (7) and thirty (30) days before the nomination deadline stating: a) the number of open Board positions to be filled; b) the deadline for submitting nominations; c) the manner in which nominations can be submitted; d) a list of the names of all of the qualified candidates for the Board as of the date of the reminder notice; and, e) a statement reminding Members that if, at the close of the time period for making nominations, the number of qualified candidates is equal to or less than the number of open Board positions to be filled, then the Board may, after voting to do so, seat the qualified candidates by acclamation without balloting.
  - IV. The Association provides, within seven (7) business days of receiving a nomination, a written or electronic communication acknowledging the nomination to the Member who submitted the nomination.
  - V. The Association provides, within seven (7) business days of receiving a nomination, a written or electronic communication to the nominee, indicating either: a) the nominee is qualified to run for the Board; or, b) the nominee is not qualified to run for the Board, the basis for the disqualification and the internal dispute resolution procedure for the nominee to appeal the disqualification. The Association may disqualify a nominee if the person has served the

maximum number of terms allowed by the Bylaws, or for any disqualification reason described above.

- VI.** The Association shall permit all qualified candidates to run if nominated.
- VII.** The Board must vote to seat the qualified candidates by acclamation at an open Board Meeting where the agenda item reflects the names of the qualified candidates to be seated if approved.

## CERTIFICATE OF SECRETARY

These election rules and voting procedures were adopted on 03/04/2025 by a  
vote of the Board of Directors.

Nancy G. Ferry  
Secretary

Dated: Mar. 7, 2025

Huntington Landmark Senior Adult Community Association