

Architectural Standards and Guidelines

Revised April 2020

I. Purpose

The Board of Directors of The Green Valley Lake Community Association has adopted these Standards and Guidelines for four primary purposes:

- A. To establish and preserve a harmonious design for the community**
- B. To protect the value of property within the community**
- C. To assist homeowners with obtaining approvals for improvements**
- D. To Comply with State and Local Government regulations including water conservation mandates**

Simply stated, the Board's purpose in setting these Standards and Guidelines is to keep The Green Valley Lake Community Association a pleasant community and to ensure that the value of the property increases in accordance with the market.

These standards are adopted with the intent of effecting the provisions of the Covenants, Conditions & Restrictions (CC&R's), the Bylaws, and the Articles of Incorporation. The C.C. & R.'s obligate the Directors to lead by representing the interests of the Owners. The use of the Architectural Review Process is a necessary component contributing to the success of planned communities such as Green Valley Lake.

II. Architectural Review Objectives

The Green Valley Lake Community Association Architectural Review process considers all aspects of each design but concentrates on the following objectives:

- A. Landscape and Environment**
Prevention of unnecessary destruction of the natural landscape or of the neighborhood environment as achieved by the Developer.
- B. Relationship of Structures**
Assure that the existing developed areas are maintained in an attractive and harmonious relationship with any new improvements proposed by homeowners.
- C. Protection of Neighbors**
Protect neighboring homeowners by making sure that reasonable provisions have been made for:
 - a. Surface water drainage
 - b. Sight and sound buffers
 - c. Preservation of views
 - d. Water Conservation
 - e. Improvement's affect on surrounding property values
 - f. Visibility with respect to existing structures

Green Valley Lake Community Association Inc.

C/O C & C Property Management

III. The Application Process

Homeowners wishing to make any alteration or addition, which will affect the appearance of their residence, front yard, side or rear (if visible or located on the lake), must submit an official Architectural Application, including copies of detailed plans and specifications, prior to beginning the proposed work. It is important to note that should the application be denied, and the work is in progress or is completed, the Association may require or cause the improvement to be corrected at the Homeowner's expense.

A. General Information

In order to conform to the governing documents, each proposal/Architectural Application must be reviewed by the Association within 60 days. If the Association fails to approve or disapprove a Request within 60 days, the application shall be deemed approved. Requests for Architectural review and approval must be submitted in writing as designated in part "B" below. If a proposal is rejected, the applicant is free to request reconsideration. Owners are encouraged to present new or additional information, which, might clarify the request or demonstrate its acceptability.

Grounds for reconsideration can be:

- a. The applicant believes that the policies of the Association have not been applied correctly; or
- b. The applicant believes that the Association should amend the existing policies to allow approval of proposals such as theirs. It shall be the obligation of the Member requesting reconsideration to prepare and make such argument, as they believe to be in support of this decision. The requesting Member shall respond to the Association's Architectural Review Committee, the Board or Management with such other information as is necessary for review. It shall not be the duty of the Association to prepare the Member's request for review.

B. Procedure

Each proposal for improvement must be submitted to the Management office via an Architectural Application. The description of the project should include all information necessary to determine compliance with the established Standards and Guidelines.

Necessary data would include the height, width, length, size, shape, color, material and location of the proposed improvement, as outlined on the Architectural Application. Photographs or sketches of similar completed projects would aid in the review process. If the proposed modification would in any way change the existing drainage pattern, it must be clarified in the Application. Solutions for maintaining the correct drainage pattern must be included with the application.

No work may commence prior to receiving written approval of the modification. Nothing may be installed which is not in compliance with building codes. It is the responsibility of the applicant to apply for all required building permits following approval of the Architectural Application and prior to commencement of work.

Green Valley Lake Community Association Inc.

C/O C & C Property Management

IV. The Architectural Review Process

Upon receipt of an Architectural Application, the Board will promptly compare it to the established Standards and Guidelines.

- A. If the requested modification complies with the published Standards and Guidelines, the Board will approve the Application.
- B. If the Application is approximate or meets the intent of the Guidelines, the Board may give a conditional approval subject to specified owner modifications.
- C. If the Application is not within the Standards and Guidelines it will be denied.

If an application is denied because the Architectural Standards and Guidelines made no provision for the proposed modification, the following procedure is instituted:

- A. The applicant will be informed that the application was denied and will be given the reason for the denial; and
- B. The applicant will be informed of his right to request reconsideration. Requests for reconsideration must be in writing and must be received by the manager within 30 days of the denial. The request must also include the grounds for reconsideration.

Upon receipt of the written request by Management, the request will be forwarded to the Architectural Review Committee (or to the Board of Directors if no such committee exists). The Committee will make recommendations to the Board of Directors as to whether or not the modification should be allowed, and what parameters should be established for approval and inclusion into the Standards and Guidelines. Upon review of the Committee recommendations, the Board will elect to approve or deny the request. The decision of the Board becomes permanent policy and the Standards and Guidelines will be revised to reflect this policy decision.

V. Conformance

The failure of a completed modification or addition to conform to the plans, specifications and conditions approved by the Board of Directors, or failure to complete the approved project within the specified time limitations, shall be deemed a violation of the Architectural Standards and Guidelines. The Board may take appropriate follow-up action to correct such violations. Nothing shall be installed which is not in compliance with the building codes, permit acquisition laws, and any other municipal regulations imposed by the City of Fairfield.

Important Note: Conformance with the following Architectural Standards does not relieve the homeowner from the application process. All exterior modifications must be approved prior to installation.

VI. Architectural Standards

A. Landscaping/Physical Improvements

No landscaping or other physical improvement or additions shall be made to any decks or patios which are visible from the street or from the common area by any Owner until plans and specifications showing the nature, kind, shape and location of the materials have been submitted and approved in writing.

- Homes located on the Lake have the additional obligation to install and maintain approved landscaping improvements in their back yard.
- Patio covers or gazebos must be of an “open trellis” design unless the roof covering such improvement is constructed of the same materials and is of the same design as the roof of the original home.
- Exterior sculpture, fountains, flags (except the US flag if less than 3’ x 5’), retaining walls, and similar items must have prior approval by the appropriate committee or the Board.
- Drainage from adjacent lots may not be impeded or diverted.

B. Maintenance/Alterations

No structure shall be placed, erected, installed upon any Lot, and no construction, (including staking, clearing, excavation, grading, and other site work), exterior alteration, or modification of existing improvements shall be permitted unless approved by the Board or its designated committee. Further, no plantings, removal of plants, trees, or shrubs (other than as may be permitted in Article XII, Section 15) shall take place except in strict compliance with Article XI of the Master Declaration, until the approval requirements have been fully met and have received approval by the appropriate committee.

- Storage sheds of any kind which extend above the top of the fence and are, therefore, visible to neighbors must be constructed of the same materials and be of the same design and color as the home upon the respective lot.
- **Driveway extensions to either side of the originally installed driveway shall be limited in width to not more than 24 inches regardless of lot configuration.**
- Building materials used for the construction of permanent lot improvements shall match the materials, design, and color used for the existing home. This includes but is not limited to: sheds, fences, gates, retaining walls, raised planting beds, walkways, steps, mailboxes, etc.

C. Antennas and Satellite Dishes

Except in accordance with Civil Code §1376, no television or radio poles, antennae, microwave or satellite dish, aerial, cables or other device shall be constructed, used and operated by an Owner without the prior written consent of the Board.

- Installation of a single satellite dish of less than 36” in diameter is permissible, however, Owners must still submit an Architectural Approval form and will be directed to install such dishes as inconspicuously as possible while maintaining adequate reception quality.

Green Valley Lake Community Association Inc.

C/O C & C Property Management

D. Exterior Lighting

No Owner shall remove, damage or disable any exterior light, which is connected to the Association's electrical service. Landscape lighting must be adequately diffused so as not cause excessive glare or view impediment to other lots.

E. Exterior Painting

Owners may repaint the exterior of their homes using the exact same colors as is currently used on the home without approval from the association. However, **all exterior color changes must be approved** by the Board prior to being applied. The Board considers all aspects of each color-change submission but concentrates on the following objectives:

- **Relationship of Structures** Assure that the new home colors will adequately blend in and harmonize with the current color palette in the community.
- **Protection of Neighbors** Protect neighboring homeowners by making sure that the new colors do not have a detrimental effect on surrounding property values .

Paint Color Change Application Procedure

Each proposal for a color change must be submitted to the Management office via an Architectural Application. The description of the project should include all information necessary to determine compliance with the established Standards and Guidelines.

In addition, all color change requests will require that a small "Test" Area of your home be painted with your proposed colors. The requirements for this **Test Area** are:

1. It must be in the visible portion on the front of your home to allow a Board or Committee person to view the area from the unfenced portion of your lot.
2. Must be at least 3 foot by 3 foot in size.
3. Shall include all proposed colors (i.e. main body, trim, and accent)

No work may commence prior to receiving written approval of the color change.

NOTE: This process will obviously take some time, so it is strongly suggested that proposed color changes be submitted well ahead of your anticipated completion date.

Paint Color Change Review Process

Upon receipt of the written request by Management, the request will be forwarded to the appropriate Committee (or to the Board of Directors if no such committee exists). The Committee will make recommendations to the Board of Directors as to whether or not the color change should be allowed, and what parameters should be established for approval. Upon review of the Committee recommendations, the Board will elect to approve or deny the request. In either event, the manager will send a written letter to the applicant with the Board's decision.

VII. Improvements Requiring Approval

Any construction, installation, repair (including exterior painting with a different color than was originally provided), replacement, alteration or removal of any building, structure, wall, fence, sign, garage, storage building, berm, or utility line (gas, electricity, telephone, water, or otherwise).

All requests will be reviewed for adherence to the established Architectural Standards and Guidelines and compatibility with surrounding structures.

Revised April. 2020

Page 5 of 6

425 Merchant Street, Suite 101 , Vacaville California 95688
707-447-6088 Email: rich@ccpropmgmt.com

Green Valley Lake Community Association Inc.

C/O C & C Property Management

VIII. Items Not Requiring Approval

Nothing contained in this document shall be construed to limit the right of an Owner to remodel the INTERIOR of his or her home, or to paint the interior of their home with any desired color.

Approval is not needed to repaint the exterior of an Owner's home with the exact same color as was originally provided by the developer, or to rebuild their home in accordance with originally approved plans and specifications.

IX. Prohibited Improvements

The following items are either prohibited by the CC&R's or are of such a nature that the improvements are detrimental to the life and appearance of the community and are therefore prohibited:

1. Auxiliary Dwelling Units ("ADU"s, "Granny Flats") which are any detached buildings or structures designed to provide additional living space on any lot. Habitable structures of any kind are not permitted .
2. Appliances and exterior mechanical devices; i.e. window air conditioners, generators, compressors, dust collection systems, etc. Exceptions may be made for built-in barbecue units.
3. Pre-made storage units which are visible from the common area or other lots.
4. Above-ground swimming pools. This does not include hot tubs or spas.
5. Any improvement which interferes with a safe sight distance at any intersection such as hedges, walls, fences, shrubs, or tree plantings.
6. Fruit bearing trees located in a front yard
7. Temporary structures being utilized in a permanent fashion such as tents, awnings, tarps, sheds, shacks, or trailers.

X. Conclusion

The Green Valley Lake Community Association provides these ARCHITECTURAL REVIEW STANDARDS AND GUIDELINES in an effort to eliminate questions concerning individual modifications to a Unit. Every effort has been made to allow as much individual discretion as possible within the constraints of acceptable community standards. The Board of Directors views this process as evolutionary and invites Homeowners to make comments and to provide constructive input. It is hoped that Homeowners, working together within a fairly administered structure of reasonable guidelines, will help create a greater sense of community at The Green Valley Lake Community Association.

Green Valley Lake Homeowners Association

C/O C & C Property Management

ARCHITECTURAL SUBMISSION/APPLICATION FORM

Owner Name: _____ Date: _____

Address: _____ Phone: _____

Email: _____ Alt Phone: _____

Address, (If Different than above): _____

Proposed Architectural / Landscape Changes:

Please make sure you have attached/included all of the following information:

- ☐ A completed Submission Form (including signature)
- ☐ A description of the project, including height, width and depth, roofing materials, colors, etc.
- ☐ A complete materials list of the project
- ☐ A picture or drawing of the intended/existing project (sketches, clippings, catalog illustrations and other data or links to websites)
- ☐ A site plan showing the location of the house along with any other structures on your lot and the proposed structure (including dimensions from the property line or other structures)
- ☐ **For Paint Color Changes**, please provide the paint manufacturers color codes & names:
 - ☐ Body Color: _____
 - ☐ Trim Color: _____
 - ☐ Accent Color: _____
 - ☐ Front Door: _____
 - ☐ Garage Door: _____
 - ☐ Please also paint a test patch of approx. 3' x 3' on an easily visible part of your home showing all intended colors.

Work to be performed by: _____

Start Date: _____ Completion Date: _____

Owners Signature: _____ Date: _____

By signing above, the applicant acknowledges the following:

1. Submittal of this completed form does not constitute approval. The Board of Directors and/or the designated committee may require additional information.
2. Approval of this application does not constitute approval by the local municipal building department. Owner shall be responsible for complying with local building codes and obtaining all necessary permits.
3. Owner is responsible for re-submitting any substantive changes of the proposed work

Please return completed form to:

Green Valley Lake HOA
C/O C & C Property Management
425 Merchant Street, Suite 101
Vacaville CA 95688
rich@ccpropmgmt.com

(707) 447-6088

(707) 447-2831 FAX

Green Valley Lake Homeowners Association Inc.

C/O C & C Property Management

Clubhouse Rental Agreement And Clubhouse Rules & Regulations

Revised Oct 24, 2019

Residents of the Green Valley Lake community may rent the Clubhouse for private parties ONLY. The Clubhouse may not be used for classes, seminars, training, network marketing, sales of goods or services, or any other commercial use. The Clubhouse is not available to outside organizations or non-residents. Reservations are on a first come, first served basis and are secured by receipt of your rental fees and security deposit along with this completed form. A posted security guard must be present during all events and will be assigned by the association. Unless already assigned to the clubhouse area, the cost of the guard shall be borne by the host resident.

Fees:

A \$500.00 refundable deposit for cleaning, damage, and rules violations must be posted, as well a \$50.00 fee for the use of the clubhouse. In addition, the actual costs of hiring a security guard @ **\$156.00 for 6 hour minimum** must be pre-paid prior to the event. The manager will arrange to have the guard posted at the clubhouse for the entire length of the event.

The fee for lost clubhouse keys is \$75.00 **PLUS the actual cost to rekey the clubhouse doors.**

To facilitate the timely return of any unused deposit, a **separate check for each amount** must be submitted to management, payable to Green Valley Lake HOA. A **mandatory 48 hour hold** of the deposit check will be enforced to allow verification of the clubhouse condition.

Clubhouse Hours:

Sunday through Thursday 10:00 a.m. through 10:00 p.m.

NOTE: Music must cease by 9:00 p.m.

Friday through Saturday 10:00 a.m. through 11:00 p.m.

NOTE: Music must cease by 10:00 p.m.

In consideration of the homeowners living adjacent to the clubhouse and pool area, noise in clubhouse must be kept at a reasonable level, especially at night.

Initials: _____

Green Valley Lake Homeowners Association Inc.

C/O C & C Property Management

Rules and Regulations

NOTE: Party size cannot exceed 35 people.

- 1. DURING YOUR RESERVED EVENT, YOU AND YOUR GUESTS ARE NOT PERMITTED TO USE THE SWIMMING POOL OR SPA.**
- 2. ALL ACTIVITIES MUST REMAIN WITHIN THE CLUBHOUSE ROOM.**
- 3. DOORS TO THE POOL AREA MUST BE CLOSED AT ALL TIMES. LOITERING IN THE POOL AREA IS STRICTLY FORBIDDEN. The Guard will enforce this Rule at all times.**
4. "Bounce Houses" or inflatable, trampoline-type play equipment are NOT permitted on any common area property including the clubhouse.
5. The clubhouse must be cleaned within 24 hours from the start of the party to assure the refund of the cleaning/damage deposit.
6. The Green Valley Lake Resident host who signs this contract must be present at all times during the event.
- 7. SMOKING IS NOT PERMITTED INSIDE THE CLUBHOUSE OR POOL AREA.**
- 8. NO ALCOHOLIC BEVERAGES ARE PERMITTED INSIDE THE CLUBHOUSE; AROUND THE POOL AREA; OR ANY COMMON AREA.**
9. Residents reserving and using the clubhouse are responsible for their guest's actions and conduct.
10. Keys to the clubhouse must be used only by the Residents renting and not given to any outside guests.
11. Furniture, fixtures, or equipment shall not be removed from within the clubhouse.
12. Pets are not allowed in the clubhouse or pool area.
13. The host (Resident) is responsible for securing the clubhouse after guests leave.
14. The host (Resident) is responsible for cleaning the clubhouse including the kitchen area and appliances. The host must shut off the heating and air conditioning.
15. All garbage must be placed in the garbage can located on the east side of the clubhouse.
16. Approx 8 Tables and 40 chairs are available for your use. Tables and chairs must be neatly stacked in the closet following the event.
17. The host (Resident) arranging the reservation must sign this agreement, be present at the event, and is responsible for any violations committed by his/her guest's and any damage caused to the property.

NOTE: FAILURE TO FOLLOW THESE RULES MAY RESULT IN THE FORFEITURE OF YOUR ENTIRE DEPOSIT.

Initials: _____

Green Valley Lake Homeowners Association Inc.

C/O C & C Property Management

Clubhouse Reservation Form:

Your Name: _____

Address: _____

Phone Number: _____ Email: _____

Date Requested: _____ Number of People: _____

Type of Event _____

Time Requested: From _____ am/pm To: _____ am/pm

Agreement:

I, _____ (Resident of Green Valley Lake) hereby acknowledge that I have read the foregoing Rules and Regulations.

I understand that I will be held solely responsible for any damages that may occur either to the clubhouse or any persons attending the event.

I further understand that any violations committed during my scheduled event may result in forfeiture of my security deposit following a hearing before the Board of Directors at the next scheduled meeting.

Signature: _____ Date Signed: _____

Green Valley Lake Community Association, Inc.

C/O C & C Property Management

Lake Use, Fishing, and Boat Policy

Revised July 2018

Green Valley Lake is a man-made water detention basin with the primary function of controlling floods in the region. It also serves as a water feature amenity for the community. The Association has the responsibility to maintain and repair the entire lake and its affiliated components. In addition, the Association is also responsible for managing the use of the lake to insure it remains a safe and functional asset for the community. These rules are intended to facilitate proper management of the lake.

Swimming in the lake is strictly forbidden

This is due to potentially dangerous hazards in the lake including entanglement hazards from aquatic plants, and the inconsistent water clarity cause by algae blooms throughout the year.

Green Valley Lake is for the EXCLUSIVE USE of Green Valley Lake Residents.

All members fishing at the dock must check in with the guard at the pool area

Owners on the lake may access the lake through their backyard. For all others, there is a fishing dock at the clubhouse parking lot next to the boat access ramp. The gate is locked and keyed the same as the park/pool gates. Members may use the ramp to launch NON-POWERED boats (Paddle boats, canoes, rowboats, etc), and to fish. **NOTE: Coast Guard Approved life vest must be worn by anyone using the lake in a non-powered boat or canoe. NO EXCEPTIONS**

General Rules:

1. No one may walk along the wooden Lake Bulkhead. The Bulkhead behind lakeside homes is private property and is for the exclusive use of the lakeside owner.
2. Personal Boats (paddle boats, row-boats, etc) which are stored in the water behind lakeside homes must be registered with the HOA, display HOA-issued decal, and be secured in a manner that does not damage the bulkhead. No fasteners, holes, or other modifications to the Bulkhead are allowed.
3. No one is allowed to access the lake by climbing over the fences. The four lake viewing areas off of Lakeshore Drive are never to be used as access points to the lake.
4. No children under the age of 14 may be on the dock without a supervising adult.
5. Dogs are not allowed on the dock at any time
6. No Smoking on the Dock
7. Alcohol is not allowed on the dock or any common area at any time.
8. DO NOT feed the Ducks, Geese, or any other wildlife in the lake. Feeding pollutes the water and is detrimental to the health of the birds.
9. The dock is available to Homeowners and guests, as long as the guests are accompanied by the responsible homeowner.
10. Maximum capacity of dock is 8 people.
11. No loud or unruly parties will be allowed on or around the dock.
12. No glass containers are allowed on the dock.
13. Throwing any items into the lake (i.e. skipping rocks) is prohibited.
14. The dock will be open to the community daily from 9:00 AM to dusk.
15. Please clean up after yourselves and throw all trash into one of trash containers located around the clubhouse.

Fishing Rules: Fishing Season is from Memorial Day Weekend through Labor Day Weekend

1. This is a Catch and Release Fishing Site - BARBLESS Hooks are required. If a fish swallows a hook, the line must be cut.
2. No spear fishing is allowed.
3. Fishing after dusk is prohibited
4. To prevent introduction of invasive species: No live bait may be used at any time.
5. Fishing Licenses are not required for homeowners, but are required for guests of homeowners
6. The release of any live animals such as fish, turtles, snakes, into the lake is prohibited.
7. **No Lifeguard on Duty – All Fishing activity is at your own risk.**

Green Valley Lake Community Association, Inc.

C/O C & C Property Management

Green Valley Lake Personal Boat Registration Form

Owner Contact Info:

Name: _____

GVL Street Address: _____

Phone Number: _____

Email: _____

Boat Info:

Type of boat: _____

Color: _____

Please note, only human propelled boats are allowed on the lake. No motorboats of any kind are allowed on the water except for those used by the maintenance crews.

AGREEMENT:

I have read the associations Lake Use Policy and agree to abide by all rules contained herein.

Signature: _____

Date _____

Please return this form to the Manager at:

Green Valley Lake HOA
C/O C & C Property Management
425 Merchant Street Suite 101
Vacaville CA 95688
Email: rich@ccpropmgmt.com
Fax (707) 447-2831

Office Use:

Tag #: _____

Date Issued: _____

Green Valley Lake Homeowners Association Inc.

C/O C & C Property Management

Pool and Spa Rules and Regulations

The pool facilities at Green Valley Lake are for the enjoyment of all residents. Commercial use of the pool facilities is prohibited. In order to provide for the peaceful enjoyment of this community asset, the Following Rules and Regulations are continuously enforced:

NOTE: Swimming is done at your own risk. There is NO LIFEGUARD ON DUTY.

Pool Hours: 10:00am to 9:00pm Memorial Day Weekend through Labor Day, and then from 11:00am to 7:00pm through Sept 30th.

Pools are occasionally closed for additional treatment as may be required by the Solano County Dept. of Health.

**All pool users must have identification and a key.
Replacements for lost keys are available for \$75.00 through manager.**

1. People under 14 years of age must be accompanied and supervised by an adult of at least 18 years of age at all times in pool area.
2. For Safety reasons, there shall be no Children under 7 allowed in Spa.
3. Guests may use the pool only when accompanied by a resident of Green Valley Lakes HOA. No more than 4 guests allowed per resident household.
4. Glass containers of any kind are not allowed in pool area.
5. Food and Alcoholic beverages are NOT permitted in pool area.
6. No pets are allowed in pool area.
7. No smoking allowed in pool area.
8. Running, pushing, fighting, and/or horseplay are all strictly forbidden.
9. Wheeled toys, such as: Bicycles, Tricycles, skateboards, roller skates and roller blades are forbidden in pool area.
10. Climbing fences or gates is strictly forbidden.
11. Professional Swimming or related lessons are not allowed in the pool area.

Toddler Pool: - Age 7 and under ONLY

PLEASE insure that your child wears plastic pants or swim diapers when in the pool. Please report any accident to manager immediately. Pool will then be closed for sanitary treatment.

**VIOLATION OF THE ABOVE RULES MAY BE CAUSE FOR PERMANENT
EXPULSION FROM POOL AREA.**

Please report any violations to the manager at:

**C & C Property Management
707-447-6088**

Green Valley Lake Community Association, Inc.

C/O C & C Property Management

Association Policy on Sports Equipment

Adopted April 21, 2011

Sports Equipment including Permanent Basket Ball Hoops

*All Sports apparatus' including permanent basketball hoop installations **require prior approval from the HOA Board of Directors.** Following are some general requirements applicable to permanent basketball hoops:*

1. Permanent basketball hoops cannot be installed directed upon any public or HOA owned street, sidewalk or any common areas within GVL.
2. Permanent basketball hoops cannot be installed in any swale between the sidewalk and the street. This includes hoops that face the homeowner's driveway.
3. Permanent basketball hoops must be installed in an owner's backyard and only in a location that is concealed from view.

Non-Permanent Basketball Hoops

1. Non-permanent basketball hoops may not be placed in any public or HOA owned street or common area.
2. Non-permanent basketball hoops placed on an owner's driveway must be put away when not in use.
3. All portable basketball hoops shall have the address of the owner clearly displayed on the hoop itself to identify which home it belongs to.
4. The Board, in its sole discretion may require the removal or movement of any nonpermanent basketball hoop if it believes the hoop is causing a safety hazard or any other violation of the CCRs.
5. Any costs associated with enforcement of these rules shall be charged to the affected owner.

Revised March 2011

Green Valley Lake Community Association

C/O C & C Property Management

Parking, Vehicles, and Traffic Policy

In accordance with Article 3.2 of the Green Valley Lake CC&R's: It is the duty of the Association to promulgate and enforce reasonable parking and vehicle related rules as is deemed prudent and appropriate. The objectives of this policy are:

1. To insure the safe and orderly flow of traffic within the Community
2. To insure safe and fair parking to the residents
3. To preserve the assets of the Association
4. To maintain the attractive appearance of the community.

To this end, the following rules, regulations, and vehicle restrictions shall apply to all residents and their respective vehicles while in the Green Valley Lake Community Association.

Safety

All Resident's and their invitees shall observe California Vehicle Code, and operate their vehicles in a safe, responsible manner. The speed limit within the development is 25 miles per hour. Resident's found in violation of the safety rules may be assessed the cost of enforcement.

Vehicles

Authorized Vehicles

1. Shall be any defined as any passenger vehicle or light truck with a payload capacity of $\frac{3}{4}$ ton or less which is properly registered to operate on the public streets in the State of California, in good running condition, and does not otherwise fall into the Prohibited Vehicle Category as defined below.

Prohibited Vehicles:

1. Campers, RV's, boats, trailers, limousines, and any truck with a payload rating exceeding $\frac{3}{4}$ tons shall not be parked anywhere in the Community except for a period not to exceed four (4) hours for purposes of loading and un-loading. Vehicles in this category may not be kept in the visible portion of any lot within the community.
2. Inoperable vehicles, unregistered vehicles, and noisy, smoky, and/or dilapidated and unkempt vehicles shall not be parked in the visible portions of any lot within the Green Valley Lake Community.

Repair of Vehicles

1. No motor vehicle shall be constructed, reconstructed or repaired within the properties and no dilapidated or inoperable vehicle including vehicles without wheels(s) or an engine shall be stored on the visible portion of the lots. The provisions of this section shall not apply to emergency vehicle repairs. Such repairs shall be limited to one (1) day.

Parking

Garages and Driveways

1. Garages within the Properties are to be used solely for the parking of authorized vehicles and shall not be converted to living quarters. In no event shall the garage area be used in a way that will preclude the parking of the resident's vehicles within the garage.
2. All driveways and garages shall be maintained in a neat and orderly condition. Garage doors shall be maintained in a fully closed position except as necessary to permit ingress and egress of vehicles or to clean the garage.

Green Valley Lake Community Association

C/O C & C Property Management

3. Authorized vehicles may not remain stored or parked on the streets for more than 72 hours at a time.

There shall be NO PARKING in the following areas:

- a. On the street within 14 feet of any fire hydrant regardless of curb marking
- b. On the street at any RED painted curb at any time
- c. On any landscaped area
- d. Double parking of any kind is prohibited
- e. In any way which blocks the ingress and egress of any resident to their unit.
- f. In the wrong direction on the streets.
- g. Near the corners of intersections which prevents safe visibility.

Visitor Parking

1. Visitors are subject to the same rules and regulations as Resident's with regards to parking in Fire Lanes, the streets, and in driveway courts. It is the responsibility of the Resident being visited to inform their guests of these rules.
2. The designated clubhouse/pool parking area is to remain open for use by any persons utilizing or conducting business in the clubhouse or using the pool. This area may not be used, either permanently or temporarily, for parking or storage of any other vehicles.

Temporary Storage Containers (PODS)

Storage containers for moving and/or temporary use for home remodeling are permitted with the following conditions:

1. Prior approval from the Board of Directors is required for any Storage container that will remain on any lot for more than two days.
2. Storage containers may not be kept on any lot, or any other place in the community for greater than 30 days.

NOTICE:

As long as applicable ordinances and laws are observed, including the requirements in Section 22658.2 of the California Vehicle Code: any vehicle which is in violation of these Rules may be subject to fines and may be removed by towing at the owners expense.

Green Valley Lake Community Association Inc.

C/O C & C Property Management

DISCLOSURE REGARDING HEARING PROCEDURE AND FINES

Revised March 2011

1. **Notice and Hearing Procedures.** The following notice and hearing procedures will be used whenever the Board meets to consider an alleged violation which could result in disciplinary action against a Member.
 - a. **Notice of Hearing.** Notice of the hearing will be sent at least ten (10) days prior to the hearing and will be given either personally or by prepaid first-class mail to the most recent address shown in the Association's records. The notice shall contain, at a minimum, the date, time, and place of the meeting, the nature of the alleged violation for which a Member may be disciplined, and a statement that the Member has a right to attend and may address the Board at the meeting.
 - b. **Opportunity to Be Heard.** Members have the right to send a letter, send a representative, or appear in person to present evidence as to why they should not be disciplined. Members also have the right to bring an attorney with them to advise them or to speak on their behalf. The hearing will be held in executive session unless the member requests otherwise.
 - c. **Rescheduled Meetings.** Upon timely, written request and for worthy cause, an accused party may be granted a continuance to a new hearing date. In the event a person fails to appear for a hearing, the Board will review the evidence presented and make its decision accordingly.
 - d. **Correction of Violation.** In the event the violation is corrected prior to the hearing date, the Board may, if appropriate, discontinue the proceedings.
 - e. **Notice of Decision.** Within fifteen (15) days of the Board's decision, the Member will be given written notice of the decision.
 - f. **Conflicts of Interest.** If members of the Board have a conflict of interest (i.e., they filed the complaint, or the complaint was filed against them) such persons may not vote on the issue.
2. **Remedies for Enforcement.** To enforce the governing documents, the Board may impose one or more of the remedies described below as it deems appropriate to be effective. The selection of one remedy does not preclude the Association's right to pursue others.
 - a. Warning letters
 - b. Monetary penalties
 - c. Suspension of membership privileges
 - d. Alternative dispute resolution (arbitration or mediation)
 - e. Litigation

Failure to pay fines within thirty (30) days may result in legal action to collect the fines. If the Association is forced to retain an attorney to ensure compliance, collect fines, etc., the owner shall be liable for those attorney fees and all related expenses in addition to the fines.

3. **Fine Schedule.** Violation of the association's governing documents may result in a warning letter, fine, suspension of privileges and/or continuing fines as the Board may determine to be appropriate to the situation and as provided for in the fine schedule below. In addition to fines, the Board may file a lawsuit seeking judicial relief. The imposition of penalties and suspension of privileges will be subject to notice and hearing procedures.
 - a. **1st violation, Warning Letter**
 - b. **2nd violation, same offense: fine up to \$100.00**
 - c. **3rd violation, same offense: fine up to \$150.00**
 - d. **Additional violations, same offense: up to \$250.00_**
 - e. **Safety violations may receive a warning or a fine up to \$500.00, depending on the violation**
 - f. **Continuing violations: fines up to \$100 per day may accrue until the violation is cured**

The Association may pursue one or more remedies simultaneously. The selection of one remedy does not preclude the Association's right to pursue others.

Revised March 2011

Green Valley Lake Community Association Inc.

C/O C & C Property Management

MEMBERSHIP LIST RELEASE FORM

Members have the right to inspect and copy the association's membership list, including members' names, property addresses, and mailing addresses. The right to inspect is at reasonable times, upon 5 business days' prior written demand upon the association. Corp. 8330(a)

Purpose for Request. The member requesting the list shall state the purpose for the request, which purpose shall be reasonably related to the requester's interest as a member. If the board reasonably believes that the information in the list will be used for another purpose, it may deny the member access to the list. If the request is denied, in any subsequent action brought by the member the association shall have the burden to prove that the member would have allowed use of the information for purposes unrelated to his or her interest as a member. Civ. 1365.2(a)(1)(I)

Opt-Out. Although Corp. Code 8330(c) allows for withholding the membership list if the association provides an alternate means of communication, the statute was modified by Civ. Code 1365.2(a)(1)(I) so that boards can no longer withhold the list even if it provides an alternate means. However, individual owners may opt out of the sharing of their name and address by notifying the association in writing that they prefer to be contacted by the alternative process.

Corporate Asset. A membership list is a corporate asset. Without the consent of the board a membership list may not be:

1. Used to solicit money or property unless such money or property will be used solely to solicit the vote of the members in an election to be held by their corporation.
2. Used for any purpose which the user does not reasonably and in good faith believe will benefit the corporation.
3. Used for any commercial purpose or purpose in competition with the corporation.
4. Sold to others. Corp. 8338(a)

Penalty for Misuse. Any person who misuses a membership list is liable for any damage caused by the misuse, including punitive damages for a fraudulent or malicious misuse. Corp. 8338(b)

I have read the above and will not use the membership list for any of the above prohibited uses. Information contained in the list is deemed reliable but is not guaranteed accurate.

Purpose for Request: _____

Name: _____

Signature: _____

Date: _____

ELECTION RULES
GREEN VALLEY LAKE COMMUNITY ASSOCIATION, INC.

1. Application of Rules. These Election Rules are intended to comply with CA Civil Code Sec. 5100 through 5135, and shall apply to Member voting regarding: (1) assessments legally requiring a vote; (2) election and removal of directors; (3) amendments to the governing documents; (4) the grant of exclusive use of common area; and, (5) at the discretion of the Board of Directors with respect to any other matter that may be the subject of a vote of Association Members. These Election Rules shall be effective on the date of adoption, shall supersede any other rules of Green Valley Lake Community Association, Inc. (the “Association”) affecting voting or elections, and shall remain in effect until modified by the Board of Directors (the “Board”).

2. Equal Access to Association Media and Meeting Space.

2.1 Association Media. The Board may, in its sole discretion, make one or more of the Association’s media available to qualified candidates running for election to the Board for purposes that are reasonably related to the election in which that candidate is running. If the Board allows any candidate access to any type of Association media, then all qualified candidates shall be allowed equal access to the same media (e.g., newsletter, website, common area bulleting board, or other notices provided to the Members). All statements published in Association media pursuant to this section must include the identity of the author, and the author shall be solely liable for the content of their statements. Anonymous statements will not be permitted.

2.2 Meet the Candidates. For each election of Directors, the Association may schedule one Meet the Candidates meeting at the Association's common area meeting space (if any exists) where each nominated candidate may attend and speak to any Association Members choosing to attend, according to guidelines that may be established by the Board of Directors.

2.3 Informational Meeting. For each other election conducted subject to these Rules, the Association may schedule one Informational Meeting at the Association's common area meeting space (if any exists), at which any Member advocating a point of view reasonably related to the election may attend and address the attendees, according to guidelines that may be established by the Board of Directors.

2.4 No Association Funds for Campaign Purposes. No Association funds shall be used for campaign purposes in connection with any election that is subject to these Rules, except to the extent necessary to comply with the duties of the Association imposed by law (e.g., sending out voting materials).

2.5 Method of Compliance. This Section 2 specifies the manner in which the Association will comply with the requirement in Civil Code section 5105(a)(1) that "if any candidate or Member advocating a point of view is provided access to Association media, newsletters, or Internet Web sites during a campaign, for purposes that are reasonably related to

that election, equal access shall be provided to all candidates and Members advocating a point of view, including those not endorsed by the Board, for purposes that are reasonably related to the election," and the further legal requirement that access to common area meeting space be provided to all candidates and to all Members advocating a point of view for purposes reasonably related to the election.

3. Director Qualifications and Nomination Procedures.

3.1 Qualification of Candidates. Members must meet the qualifications contained in the subsections hereafter and in the Association's Bylaws (so long as they are not in conflict with these Election Rules) to be eligible for nomination as a candidate for, or to serve as a Director on, the Board. Before any candidate for nomination or serving Director may be disqualified, the Member must be provided the opportunity to engage in internal dispute resolution as provided in the Davis-Stirling Act.

3.1.1 Must Be a Member. Candidates for the Board must be Members at the time of their nomination. Entities that are not natural persons (such as a corporation or LLCs) shall have the power to appoint a natural person as the "Member" for purposes of director elections. The Association shall disqualify a nominee for the Board if the nominee is not a Member (or the duly-appointed natural person representing an entity who is a Member).

3.1.2 Must Be Current in Payment of Assessments. Candidates for the Board may not be delinquent by more than sixty (60) days in the payment of any regular or special Assessment, except:

- a. A Member may not be disqualified from nomination for nonpayment of fines, fines renamed as assessments, collection charges, late charges or costs levied by a third party.
- b. A Member may not be disqualified from nomination because the Member has paid the regular or special assessment under protest.
- c. A Member may not be disqualified from nomination if the Member has entered into a payment plan with the Association pursuant to Civil Code §5665 and is fulfilling the terms of the payment plan.

3.1.3 Co-Owners Eligible for Only One Position. No more than one (1) co-Owner of any particular unit/lot within the Association may serve on the Board at the same time.

3.1.4 Criminal Conviction. A Member may be disqualified from either serving on the Board or being a Candidate for the Board if the Member discloses, or if the Association becomes aware of, a past criminal conviction that would, if the Member was elected, either prevent the Association from purchasing the fidelity bond coverage required by Civil Code §Section 5806 or terminate the Association's existing fidelity bond coverage.

3.2 Solicitation/Nomination of Candidates. Not less than thirty (30) days prior to the deadline for submitting candidate nomination forms for open director positions, the Association

shall provide general notice of the nomination procedure and the deadline for submitting the form. Any Member who satisfies the qualifications, and is not otherwise prohibited from running for the Board, may nominate themselves for the Board by submitting a Candidate Self-Nomination form before the published deadline. The Board may also recruit qualified Candidates and/or may appoint a nominating committee to nominate qualified Candidates; however, if the nominee is interested in being a Candidate for the Board, that individual must still submit a Candidate Self-Nomination Form prior to the published deadline.

3.3 Candidate Registration List. The “Candidate Registration List” means the list of candidates who will appear on the ballot. The Association shall permit Members to verify the accuracy of their individual information on the Candidate Registration List at least thirty (30) days before the ballots are mailed. Any errors shall be reported by the Member to the Inspector of Elections, who shall make the correction within two business days. The Association may, at its discretion, report any known errors to the Inspector of Elections. The Candidate Registration List shall be retained as “association election materials” as required by law.

3.4 Notice of Known Candidates. The names of all persons on the Candidate Registration List shall be set forth on the ballot.

3.5 Candidacy Statements. Any candidate who wishes to submit a candidacy statement may only do so using the Association’s authorized form. The content of any candidate statement shall be limited to a statement of the candidate’s qualifications to serve as a director.

4. Inspector(s) of Election.

4.1 Inspector Duties. The Board shall appoint one or three Inspectors of Election who shall perform all functions required by Civil Code section 5110, including:

- 1) Determine the number of memberships entitled to vote and the voting power of each;
- 2) Determine the authenticity, validity and effect of proxies, if any;
- 3) Receive and be the custodian of ballots, and direct the location to which ballots shall be sent until tabulated by the Inspector(s) of Election;
- 4) Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;
- 5) Count and tabulate all votes;
- 6) Determine when the polls shall close, consistent with the governing documents;
- 7) Determine the tabulated results of the election;
- 8) Report the results of the election to the Board of Directors;

9) Perform any acts as may be proper to conduct the election with fairness to all Members in accordance with the law and all applicable rules of the Association regarding the conduct of the election that are not in conflict with the law;

10) Make any necessary corrections to the Candidate Registration List or the Voter List within two (2) business days of being informed of an error by the Association or a Member;

11) Deliver (or cause to be delivered) the following documents to the Members at least thirty (30) days before an election: a) the ballot by first-class mail; and, b) a copy of these Election Rules by (i) individual delivery or (ii) posting the internet website where these Election Rules may be accessed on the ballot together with the phrase in at least 12-point font, “The rules governing this election may be found here: [insert website address]”; and,

12) Retain the Association’s election materials as provided herein.

4.2 Eligible Inspectors of Election. Eligible Inspectors of Election include any person(s) the Board reasonably believes to be independent with respect to the matter or matters being voted on and may include Members of the Association, but may not be: i) a member of the Board or a candidate for election to the Board or be related to a current member of the Board or a candidate for election to the Board; or, ii) the Association’s manager, accountant, legal counsel, or any other person, business entity, or subdivision of a business entity who is currently employed or under contract to the Association for any compensable services other than serving as an inspector of elections.

4.3 Payment for Inspector of Election Services. At the discretion of the Board, the Association may provide reasonable compensation to the Inspector(s) of Election; however, no payment may be authorized for any Member appointed to serve as the Inspector of Elections.

4.4 Indemnification of Inspector(s) of Election. At the discretion of the Board, the Association may indemnify the Inspector(s) of Election to the fullest extent provided by law. The Association shall have the power to purchase and maintain insurance to protect it and/or the Inspector of Elections against any liability asserted against the Association and/or against the Inspector of Elections arising out of the Inspector of Elections’ acts and/or omissions relating to any Association vote or election.

4.5 Replacement Ballots. The Inspector(s) of Election shall have the sole authority to determine whether to issue a replacement ballot to a Member if requested by the Member who has not yet returned a completed ballot.

4.6 Appointment of Assistant(s). The Inspector(s) of Election may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the Inspector(s) deem appropriate, provided that the appointed persons would themselves be eligible to serve as Inspector(s) of Election pursuant to Section 4.2, above.

5. Voting Rights.

5.1 Member Voting Rights. Each Member shall be entitled to one (1) vote with regard to each matter that is the subject of a pending election. For purposes of these Election Rules, therefore, all record owners of a single unit/lot shall collectively constitute one Member. If the joint owners of a separate interest are unable to agree amongst themselves as to how their vote is to be cast, they shall lose their right to vote on the matter in question. In an election of Directors, each Member shall be entitled to cast the number of votes equal to the number of Directors to be elected. Cumulative voting is not permitted. Write-in candidates are not permitted in an election of Directors.

5.2 Right to a Ballot. All Members shall be entitled to vote, and no Member shall be denied a ballot for any reason other than not being a Member. A person with a general power of attorney for a Member, who has provided satisfactory evidence thereof, shall not be denied a ballot and said ballot shall be counted if returned by the deadline for voting. Any such general power of attorney must conform to the laws of the state in which the power is conveyed, and said general power of attorney must be returned to the Association at or before the casting of the ballot for which voting rights have been delegated.

5.3 Voting Period. The voting period will run from the date on which ballots are distributed (as specified below) until the conclusion of the election.

6. Voting Procedures.

6.1 Notice of Election Prior to Mailing Ballot Materials. At least thirty (30) days before the ballots are distributed, the Association shall provide general notice of: a) the date and time by which, and the physical address where, ballots are to be returned by mail or handed to the Inspector of Elections; b) the date, time, and location of the meeting at which ballots will be counted; and, c) the Candidate Registration List, as defined herein.

6.2 Voter List. The Association shall maintain a “Voter List” which shall include for each separate interest: the Member’s name; voting power; and, unless the Member has “opted out” of the public distribution of their address, the physical address of the Member’s separate interest, or the parcel number, or both, and the mailing address of the Member if it is different than the physical address of the separate interest (or if the parcel number is used). The Association shall permit Members to verify the accuracy of their individual information on both the Candidate Registration List and the Voter List at least 30 days before the ballots are mailed. The Member shall report any errors to the Inspector of Elections who shall make the correction within two business days. The Association may, at its discretion, report any known errors to the Inspector of Elections. The Voter List shall be retained as association election materials as required by law.

6.3 Mailing of Voting Packets. For a vote on any of the matters specified in Civil Code Section 5100(a), voting by the Members shall be conducted by secret ballot using the double envelope system described in Civil Code Section 5115(a). Ballots and two envelopes

(plus candidates' statements, if any) with instructions on how to return the ballots shall be mailed by first class mail or delivered to all Members in such vote or election. Ballots shall be distributed a minimum of thirty (30) days prior to the deadline for voting.

The specific elections governed by Civil Code Section 5100(a) include elections regarding assessments legally requiring a Member vote, election and removal of directors, amendments to the governing documents and grants of exclusive use common area pursuant to Civil Code Section 4600. For votes on other matters, voting may be by secret ballot or by written ballot, and ballots may be distributed a reasonable time (which may be less than thirty days) prior to the deadline for voting.

6.4 Alphabetical Candidate Listing on Ballot. In any election of Directors, each candidate's name shall be listed alphabetically.

6.5 Receipt of Ballots.

6.5.1 All ballots shall be received by the Inspector(s) of Election at locations as specified by the Inspector(s) of Election.

6.5.2 If so directed by the Inspector(s) of Election, a log may be maintained of all ballot envelopes received, noting whether the outer envelopes were signed or unsigned. The Inspector(s) of Election may contact Members who return unsigned envelopes and make arrangements for Members to sign the envelopes prior to the date that the ballots are opened and tabulated.

6.5.3 A ballot may not be revoked once it has been received by the Inspector(s) of Election. A ballot shall be considered received when the voting packet envelope (the outer envelope containing the inner envelope containing the ballot) has been received by the Inspector(s) of Election.

6.5.4 Each ballot received by the Inspector(s) of Election shall be treated as a Member present at a meeting for purposes of establishing a quorum if a quorum is required by the governing documents or California law to conclude the election.

6.5.5 All voting packet envelopes containing ballots shall remain sealed and in the possession of the Inspector(s) of Election (at a location designated by the Inspector(s) of Election) until opened and tabulated by the Inspector(s) at a properly noticed, open meeting of the Members or the Board of Directors.

6.6 Proxies. Proxies may be used by the Members at a membership meeting only as authorized in the Bylaws. In any election or vote of the Members conducted by the Association, only official ballots issued by the Association shall be counted as votes. Proxies are not ballots and are not valid as votes in any election or vote conducted by the Association.

6.7 Election by Acclamation. If, as of the published deadline for nominations, the number of qualified candidates nominated does not exceed the number of Directors to be elected,

then the individuals nominated and qualified to be elected may be declared elected on a date determined by the Board and the Inspector(s) of Election, in which case written notice of the election results shall be given to the Members.

6.8 Frequency of Elections. The Association shall hold an election for a seat on the Board at the expiration of the corresponding director's term and at least once every four (4) years, or sooner if required by the Bylaws.

6.9 Extension of Voting. The Board shall be entitled to extend the deadline for the return of ballots one or more times due to the lack of a quorum or for such other reason(s) as the Board deems reasonable and prudent, and shall communicate the same to the Inspector of Election.

7. Tabulation of Ballots.

7.1 The voting packet envelopes shall be opened by the Inspector(s) of Election after the close of the election, which shall be determined by the Inspector(s). The outer envelopes and each ballot shall be separately retained by the Inspector(s). The Inspector(s) of Election, or their designees, may verify the Member's information and signature on the outer envelope prior to the meeting at which ballots are tabulated.

7.2 The voting packet envelopes shall be opened and the ballots tabulated by the Inspector(s) of Election in public at a properly noticed, open meeting of the Members or of the Board of Directors.

7.3 Any candidate or other Member of the Association may witness the counting and tabulation of the votes. However, no Association Member or candidate shall communicate with the Inspector(s) during the tabulation process, and all Members and candidates must remain at least five feet away from the counting area. The Inspector(s) of Election may cause the removal of any observer who interferes with or disrupts the counting or tabulation process.

7.4 At the meeting at which ballots are to be opened and tabulated, the Inspector(s) of Election may announce to the Members present those Members who neglected to sign the outer envelope and provide an opportunity for those Members to sign the outer envelope prior to tabulation of the ballots.

7.5 In the event there is a tie between candidates for the last open position on the Board, a runoff election shall be conducted via secret written ballot in accordance with these Rules. Only candidates who tied for the seat will be in the runoff. An incumbent Director whose seat was tied will continue in office until a runoff election determines the winner for his/her seat.

7.6 The results of the election shall be promptly reported to the Board of Directors, shall be recorded in the minutes of the next meeting of the Board of Directors, and shall be available for review by the Members of the Association. Within fifteen (15) days of the election, the Board shall give the Members general notice of the election results.

7.7 All “association election materials” (including ballots, signed voter envelopes, the Voter List, proxies and the Candidate Registration List) shall at all times be in the custody of the Inspector of Elections or at a location designated by the Inspector of Elections for a period of one (1) year after the Board provides general notice of the election results to the Members, and the materials shall thereafter be transferred to the Association. The Association shall retain the “association election materials” for the current fiscal year and prior two (2) fiscal years, after which they may be destroyed.

8. Post-Election Procedures.

8.1 The results of the election 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.

8.2 The Board of Directors shall give general notice of the tabulated results of the election within 15 days by a communication directed to all Members.

8.3 One year after the conclusion of the election, the Inspector(s) of Election shall transfer custody of all “association election materials” to the Association.

8.4 In the event of a re-count or challenge, the Inspector(s) of Election shall, upon written request, make the ballots available for inspection by the challenging Association Member or its authorized representative. Any re-count shall be conducted in a manner designed to preserve the confidentiality of the vote.

9. Amendments. These Election Rules may be amended from time to time, except that they may not be amended less than ninety (90) days prior to an election unless that amendment is merely to conform to non-discretionary changes in the law.

Adopted on _____, 2020
by the Board of Directors