

*Highland Palms Senior Estates
and Country Club, Inc.*



Policies, Rules & Regulations

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IMPORTANT INFORMATION

EMERGENCY (Sheriff, Highway Patrol, Fire, Paramedics).....	911
Sheriff (non-emergency crime reporting)	800-950-2444
Sheriff (Perris Station)	951-776-1099
Fire Department (Station 54, Homeland)	951-926-2433
Animal Control	951-358-7387
Riverside County Building & Safety	951-955-1800

EARTHQUAKE PREPAREDNESS. Residents should have emergency supplies on hand in case of an earthquake. For example, you should have a portable radio, flashlight, fresh batteries, first-aid book and kit, a fire extinguisher, enough bottled water for 3-4 days per person, canned and dry food for one week per person, a ma26101 al can opener, sanitary needs (toilet paper, etc.), fresh matches, a Swiss Army Knife, tools such as pliers, screw drivers, electrical tape, hammer, and a small crowbar.

INTRODUCTION

Welcome to the Highland Palms Senior Estates and Country Club Inc. (Association). The Association is a planned residential community, governed by its Bylaws, CC&Rs and Policies, Rules & Regulations. These Policies, Rules and Regulations will help you become acquainted with the Association and how it operates. Our goal is to maintain the highest standards of privacy, comfort, and safety for our residents. While we have no interest in the personal lifestyle of our residents, rules have been developed over time to help avoid disputes and to provide the highest level of wellbeing for the owners. Most of them are common sense and most residents will naturally follow them.

POLICIES

MEMORIALS

It is the policy of the Association to encourage contributions of trees, shrubs or other items in memory of a deceased Resident. The Board of Directors must approve placement of such contributions on Common Areas/Property.

BULLETIN BOARDS

The Association provides public bulletin boards for the exclusive use of its members and the clubs established within the community. Persons or clubs posting are solely responsible for the content of their postings and no endorsement by the Association is given or implied. In addition to rules posted in the bulletin board area, and subject to change without notice by action of the Board, specific rules on the type of material which may not be posted is included in Section 7 of the Rules & Regulations section of this document.

PARKING & TRAFFIC ENFORCEMENT

The streets within Highland Palms are public thoroughfares subject to state and county laws. Although the Association has no authority to enforce the vehicle code, the Davis-Stirling act gives the Association authority to regulate parking by Members, Residents, Tenants, Caregivers and Guests, as well as members of their families on the public streets within the development. See Section 9, Vehicles and Parking.

CAREGIVERS

Residents are entitled to have a live-in health Caregiver when it is medically necessary. Unfortunately, neither state nor county laws in California, with one noticeable exception, have adequately regulated home health Caregivers who are hired privately to assist seniors. There have been many instances where that right has been abused; therefore, the Board has imposed requirements for, and restrictions on, Caregivers that are detailed in Section 14 of the Rules & Regulations section of this document.

EMAIL ADDRESSES

The Association shall not require Members to provide an email address. Any members wishing to include their email address as part of their membership records may do so, with the understanding that said email address is part of the public records of the Association that is subject to review and copying upon the request of any other Member of the Association.

RULES & REGULATIONS

ARTICLE 1: GENERAL INFORMATION

- a. Governing Documents. In addition to various laws, the Association is governed by the following documents:
 - i. Articles of Incorporation. This document states the purposes of the Association as a nonprofit, mutual-benefit corporation.
 - ii. CC&Rs. The Declaration of Covenants, Conditions and Restrictions is recorded with the County of Riverside and creates the restrictions which are binding on each successive owner when agreeing to take title.
 - iii. Bylaws. The Bylaws provide various rules for Board meetings and membership meetings, election and removal of Directors, voting rights, etc.
 - iv. Policies, Rules and Regulations. The various rules and policies throughout this Handbook, which implement and amplify the restrictions found in the CC&Rs. In the event of a conflict between the Policies, Rules and Regulations of the Association and any other Governing Documents, the other Governing Documents shall prevail. (Civil Code §4205.
- b. Governed by Board of Directors. A Board of Directors that is elected by the membership and manages the Association. The Board sets policy and conducts business at meetings at which a quorum (i.e. majority) of the Board is present in person. Directors are accountable to the membership for the proper conduct of their duties. If a Director fails to perform his or her duties, he or she may be removed from the Board by the membership.
- c. Member and Tenant Insurance. The Association's insurance does not cover individual Member's or Tenant's person or property. It only covers the Association's Common Areas.
- d. Insurance Deductibles. In the event a loss is covered by the Association's insurance, payment of the deductible, if any, shall be as follows:
 - i. Negligence of Member. If a loss occurs as a result of the negligence or breach of CC&Rs by a Member or Member's family, guest, Invitees or tenants, or as a result of a failure of a portion of the manufactured or mobile home or its improvements within Member's or Member's Tenant's care, custody and control, and the loss results in a payment by the Association's insurance, then that Member shall pay the Association's deductible. (CC&Rs §14.3)
 - ii. Negligence of Association. If a loss occurs as a result of the negligence of the Association or as a result of a failure of a portion of the Common Areas that are within the Association's care, custody and control, and the loss results in a payment by the Association's insurance, the Association shall pay the deductible.
- e. Definitions.
 - i. Member: A Member is the OWNER of a Lot located within the Highland Palms Senior Estates and Country Club as more fully defined in the CC&Rs §1.21.
 - ii. Owner: An owner is any natural person or persons, partnership, trust, corporation or other entity with a publicly recorded ownership interest in, or is named on, the recorded deed to property at Highland Palms. Ownership does not extend to an

interest that is held merely as security for the performance of an obligation. The terms Member and Owner may be used interchangeably.

- iii. Resident: Any person aged 55 years or more or who meets the definitions of qualified exceptions under federal, state or local laws and who physically resides in Highland Palms. A Resident includes:
 - 1. A Member;
 - 2. A Tenant;
 - 3. A conditional buyer (i.e. someone who is in the process of acquiring a property in Highland Palms under a sales contract.)
- iv. Tenant: A nonmember who rents, leases or otherwise occupies for any duration, with the Owner's consent, a property within Highland Palms and who is at least 55 years of age or who meets the definitions of qualified exceptions under federal, state or local laws. Tenants must be registered with the Association and must have gone through orientation before using any common facilities. Tenants have the right to use the Association's Common Area facilities, but are not Members and are not entitled to vote on Association business or to attend Association meetings.
- v. Caregiver: A person who resides with a Resident, who provides daily care for the Resident and who is acting under written instructions of the Resident's doctor. Caregivers do not have membership rights and are not entitled to attend Association meetings or to vote on Association business and have other restrictions and requirements as are detailed in the Caregiver Policy and in ARTICLE 14.
- vi. Guest: Any person other than a Resident or one of those listed above.
- vii. Residence: A residence is a manufactured or mobile home used for residential purposes on a lot located within Highland Palms. May also be referred to as a home.
- f. Membership privileges:
 - i. Use of common area recreational facilities is reserved exclusively to Residents, Tenants and to guests when accompanied by a Resident. Non-resident Owners who rent or lease their lot are deemed to transfer their right to use the common area recreational facilities to their Tenant.
 - ii. Only Members may vote on Association business.
 - iii. Members who do not physically reside in Highland Palms are considered guests and may not use common area recreational facilities, unless accompanied by a Resident.
- g. Employment: No Member, Resident or Tenant of Highland Palms, or their family members, may be a paid employee of Highland Palms Senior Estates & Country Club, Inc., or its Homeowner's Association. Family members include the following relatives, regardless of where they reside: (1) spouse; (2) children (whether dependent or not); (3) siblings; (4) parents; ((5) grandparents; (6) grandchildren. Family members also include any other person related by blood or marriage and living in the same household.

ARTICLE 2: MEMBERS' RIGHTS AND DUTIES

- a. Duty to Follow Governing Documents. Members' obligation is to follow the Association's Governing Documents, which include the Rules and Regulations.
- b. Contact with Attorney. The Association's attorneys are retained only to represent the Association. Any unauthorized contact with the Association's attorneys will be the financial responsibility of the person making such contact. The attorneys are instructed by the association not to respond without express authorization by the Board of Directors.
- c. Duty to Maintain Manufactured or Mobile home. Members must, at their own expense, maintain, service, and repair their Manufactured or mobile homes and lot as provided in CC&Rs, Section 3.7. Please see the section on "Maintenance" for further information.
- d. Member Liability for Damage. Members are liable for any damage they cause to the Common Areas or the property of others caused by the acts, omissions or misconduct of such Members or their family, pets, tenants, or guests.
- e. Voting Rights. Only Members in good standing are entitled to vote and may cast only one ballot per lot.
- f. Membership Meetings. Meetings of Association Members will be held in the main clubhouse according to the following schedule:
 - i. Annual: The annual meeting of Members is held on the first Saturday in May at 1:00 pm. At this meeting, Directors shall be elected and other official business within the authority of the Members may be transacted.
 - ii. Monthly: All monthly meetings shall be held on the Second Monday of each month at 10:00 am except for the months of July and August when no meeting is held. At these meetings, the board shall report on the status of current business activities, expenditures, progress of improvements projects, and provide announcements concerning social/recreational activities. (These meetings are for informational purposes only).
 - iii. Special: Special meetings of the Members for any lawful purpose may be called by the President, by the Board, or by a Petition signed by at least 5% of the membership.
 - iv. An Open Forum period shall be provided at all membership meetings to allow members to speak.
- g. Right to Attend Board Meetings. Members may attend non-executive session meetings of the Board to observe the conduct of the Board's business. An Open Forum period must be provided for all board meetings, except those held in executive session.
- h. No Right to Participate in Board Business. Only board Members may participate in board business, except when invited to participate by the Board or when allowed in Open Forum.
- i. Right to Address Board. Even though Members may not participate in the deliberations or discussions of the Board, time will be set aside (Open Forum) so Members may address the Board on any subject. Members will be given three to five minutes per person depending on the number of persons wanting to speak. Members who wish to address the Board must sign in before the meeting begins. The right to address the Board does not give Members the right to make slanderous, threatening or offensive statements. If a

Member engages in personal attacks or vulgarities, he or she will lose their right to complete their remarks and will be subject to a fine.

- j. No Recording Allowed. No audio/video recording of meetings, including Board meetings, is allowed except that the Secretary may make an audio recording to assist in the preparation of the minutes. Said recording must be erased once the minutes have been prepared.
- k. Disruption of Meetings. Any person who becomes disruptive during a meeting may be fined or expelled from the meeting or both. If the person refuses to leave, that person may be deemed a trespasser and is subject to arrest.
- l. Insurance. Members are responsible for purchasing, at their own expense, premises liability insurance, including bodily injury and property damage, and automobile insurance as provided for in CC&Rs §14.2.
- m. Limited Right to Inspect Records. Members of the Association have a limited right by law to inspect the books, records and minutes of the Association as provided for in CC&Rs Article 11 and Civil Code §§5200 through 5240, inclusive.
- n. Membership List Opt-Out Procedures. Members who have opted-out of having their contact information included in the distribution of the Membership List may be contacted using an alternative process:
 - i. Within ten (10) business days after receiving a proper demand for a copy of the Membership List, the Association shall provide a written offer of an alternative method of achieving the purpose identified in the demand.
 - ii. The default alternative method is for the demanding Member to submit the mailing in sealed envelopes with adequate postage in a number equal to the number of Members who have opted out. The Association will then address and mail the communication to the Members who have opted out.
 - iii. If appropriate, the Association may offer a different alternative method that the default.
- o. Member Information: Members are required to promptly return biannual age verification forms or surveys necessary to comply with federal regulations under the Housing for Older Persons Act and to provide annual reports with updated contact information and the status of their property as required under California Civil Code §4041.

ARTICLE 3: SAFETY AND SECURITY ISSUES

- a. Safety and Security. The Homeowners Association and Board of Directors assume no Liability for actions of individuals, Members, guests, Caregivers, or organizations, individually and collectively.
- b. Electronic Monitoring. All of the Association's common areas are subject to video monitoring and recording by the Association and any Member.

ARTICLE 4: MAINTENANCE OBLIGATIONS

- a. Members' Maintenance Duties. You own, and are responsible to maintain, everything on your property. All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all time be maintained in a manner to prevent their becoming unsightly or dangerous by reason of wild and unattractive growth, accumulation of rubbish and

debris or the natural deterioration of structures thereon. In the event of non-compliance with this rule the Association may enter upon such lot and perform such maintenance, restoration and repair as necessary. Expenses incurred by the Association in so doing shall become a part of the annual charge to which such lot is subject.

- b. Mitigation of Damage. Members will be liable for all expenses incurred by the Association mitigating damages to the Common Areas and other manufactured or mobile homes caused by water damage, fire, insect or rodent infestation, etc. originating from a Member's mobile home as more fully described in the CC&Rs §3.10.

ARTICLE 5: COMMON AREAS & PROPERTIES

- a. Authority. No changes, additions, deletions or repairs shall be made to Common Areas or which alter the exterior appearance of any Lot or its Improvements without the approval of the Architectural Committee as more fully described in the CC&Rs §§5.3 and 5.21.
- b. Access. Only Residents shall possess and use an access key or access code for entrance to the Clubhouse complex, the golf course or the recreational vehicle storage lot. An Owner who leases his property automatically surrenders to the lessee his right to the Common Area facilities. If a property is leased, only the Tenant is authorized to have access keys and codes for Common Area facilities. Keys are registered and issued through the Association office. A Resident in good standing must accompany Guests and Caregivers at all times in common areas.
- c. Liability: Residents using these facilities do so at their own risk. In case of damage to common area property, the Owner responsible will be assessed for the cost of repair or restoration. The Owner is responsible for the actions of his guests. To the extent permitted by law and in consideration of the members', residents', tenants', guests' and any other person's or party's use of any facility on the common grounds of Highland Palms or the participation/attendance in any function on any common grounds property of Highland Palms, by such use or participation/attendance in such function such persons/parties agree to defend, indemnify and hold harmless Highland Palms and its/their officers, directors, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable legal fees and costs arising in whole or in part and in any manner from acts, omissions, breach or default of any member, resident, tenant, guest or any other persons or parties utilizing any facility or common grounds of Highland Palms or participating in any function on any property of Highland Palms. The liability of the Association and its Directors, Officers, Members, employees and agents is limited as set forth more fully in the CC&Rs.
- d. Liability insurance. Persons requesting use of any common areas or facilities for private social gatherings must obtain Private Event Insurance providing liability and property damage coverage and, if alcohol is served, host liquor liability coverage and provide the Association with proof of such coverage. Such coverage must be primary for both the sponsor and the Association and must name the Association as an additional insured.
- e. Commercial Uses. Facilities may not be used for commercial purposes (selling, e.g. insurance, household goods, etc.). Educational and/or recreational classes may be approved by the Association Board and are limited to Residents only.
- f. Accident Reporting. Any accident involving personal injury or damage to property occurring on the Common Property or Common Areas must be reported to the Association office as soon as practical.

- g. Waivers: Events which qualify for exemption under California Civil Code Section 4515 shall not be considered social, educational or recreational events and shall not be subject to rental fees, security and cleaning deposits, and insurance requirements. The use, serving, possession, or consumption of alcohol is prohibited at all events which qualify for exemption under California Civil Code Section 4515.

ARTICLE 6: RESIDENTIAL LOTS (INCLUDING ARCHITECTURAL STANDARDS)

- a. Architectural Committee.
- i. Members: The Board of Directors of Highland Palms Senior Estates and Country Club, Inc. Owners' Association are the duly elected members of the Architectural Committee and the elected members thereof serve in the dual capacity of members of the Board of Directors and members of the Architectural Committee.
 - ii. Duty: The duty of the Architectural Committee is to control the size and character of mobile homes and other buildings, setbacks, location, elevation, design, landscaping, material, color and the like of all new mobile home installations, and to review proposed alterations to existing improvements and in general make sure that all construction and improvements conform to a reasonably sound and attractive uniform plan of development of Highland Palms. Styles shall be architecturally consistent with the aesthetic concept of surrounding building and landscape and shall maintain and enhance Highland Palms Senior Estates and Country Club Inc. as a desirable place to live.
 - iii. Authority: The Architectural Committee shall have the right to approve or disapprove requests, plans, specifications, variances, waivers, and related materials for the protection of the common interest of the Members as more fully provided for in the CC&Rs Article 5.
 - iv. Responsibility: The following are subject to the written approval of the Architectural Committee:
 1. Installation of a mobile home no less than 20 feet in width, no less than 52 feet registered length. Replacement of an existing structure with a new installation requires a building permit from Riverside County. CC&Rs §5.18.
 2. Installation of other exterior structures and improvements.
 3. Size and location of access driveways. Only concrete driveways are permitted. Concrete slabs may be laid to the property line if needed for golf cart or foot traffic.
 4. Additions or modifications to the exteriors of mobile homes, including exterior painting.
 5. Installation of awnings, carports, sun screens. Location of utility conduits.
 6. All fences, walls, hedges, or unenclosed garbage receptacles require Architectural Committee approval prior to installation. Fences or walls along the side and rear of the home shall not exceed six feet in height and must not extend beyond the front of the home on the side facing the street. From the front of the home to the street curb, fences and walls shall not

exceed one foot in height. Walls made of concrete block, slump stone or similar building material shall be covered by a matching cap.

7. Where lots back up to embankments, steps shall be taken to prevent soil erosion. Retaining walls more than three feet high require county permit for construction.
8. No Storage of items such as cardboard boxes, old furniture (excluding outdoor patio furniture), etc., is allowed on porches, in carport areas or in any other outdoor open area.
9. No stripped down, partially wrecked, or junk motor vehicle or sizeable part thereof shall be parked or left on any lot in such a manner as to be visible to the occupants of other lots or to the users of the streets.
10. Vehicles parked on a Resident's lot must be on a paved driveway or in a carport/garage.
11. Storage sheds exceeding 120 square feet are not allowed. Only two storage sheds per lot are allowed. Sheds must be maintained to the same standards required for the manufactured/mobile home.
12. Mobile home skirting must be installed within 30 calendar days of the home's installation on the lot. The Architectural Committee may extend this time when extenuating conditions indicate.
13. No outside toilet or private water well may be constructed on any lot.
14. All commercial signs are prohibited anywhere in the Development except Members may display one sign, which is of reasonable dimensions and design, advertising that the property is for sale or lease, as allowed by law. Non-commercial signs, posters, flags, or banners, may be placed on or in an owner's separate interest, except as required for the protection of public health or safety or if the posting or display would violate a local, state, or federal law. Non-commercial signs and posters are limited to 9 square feet in size. Non-commercial flags and banners are limited to 15 square feet in size. Non-commercial signs, posters, flags or banners may be made of paper, cardboard, cloth, plastic, or fabric and may be posted or displayed from the yard, window, door, or outside wall of the owner's property. If such signs involve an event, they must be removed promptly after conclusion of an event promoted by the signs. The flag of the United States may be displayed in the manner allowed by Civil Code §4705.
15. Storage tanks for liquefied gas, gasoline or fuel oil are prohibited. Exceptions: five-gallon maximum size for automobile fuel and two Liquefied Petroleum Gas containers with a capacity of not more than 20 pounds each.
16. External clotheslines are prohibited.
17. Decorative light poles of up to five feet high are permitted.
18. Home workshops are permitted subject to County and Board approval and may be operated only between the hours of 8 am and 10 pm.
19. Garden Plots. Garden plots in a Member's backyard or side yard are restricted to "plant crops" as defined in the California Civil Code, which

means plants that bear edible "fruits or vegetables." Marijuana or any unlawful crops or substances are specifically excluded from the definition of "plant crops" and are prohibited.

- b. Lot Preparation. It is the responsibility of each homeowner to establish his or her mobile home according to the requirements of the Riverside County building code and the Covenants, Conditions and Restrictions of Highland Palms Senior Estates and Country Club, Inc.
 - i. Plans. Plans for plot layout, showing home size and location to be in compliance with all setback and easement requirements, shall be submitted to the Architectural Committee for recommendations and approval before the home is moved onto the lot. The Member is responsible to know the easement and setback requirements for his particular lot.
 - ii. Grading. Lots shall be graded to provide drainage toward the street. (Some lots facing the golf course may be drained towards the golf course.) You are responsible for damage to your neighbor's property caused by water drainage from your property.
 - iii. Low Profile Installations. Low profile installations require a permit for both grading and installation from the Riverside County Building and Safety Department.
 - iv. Utilities. All utility lines - electric, gas, water, telephone, and cable - are underground. The electrical pedestal and the terminus of other supply lines shall be located near each other at a point providing easy connection to the home. All utility lines and connections shall comply with the Riverside County Building Code and the regulations of the supplying utility and must be inspected and approved by the supplying utility before service is turned on.
 - v. Setbacks and Easements. It is the Property owner's responsibility to obtain a variance from the Riverside County Building and Safety Department for any encroachment onto setbacks and easements. The designated setbacks for most lots are 20-feet from the front edge of the curb at the front of the home and five feet on either side and at the rear. Column support for patio and carport awnings shall comply with setback requirements, and other permanent vertical structures shall comply with the County Building Code. Corner lots, side streets and special easements may alter conditions. Any encroachment on the setbacks requires approval **both** by the Architectural Committee and the Riverside County Building and Safety Department.
 - vi. Other enclosures. Trash and garbage receptacles, air conditioners, evaporative coolers and water softener equipment shall be placed to the rear of the lot and screened from the street. Such equipment shall not be so located as to be offensive by your neighbors. For lots facing the golf course, such equipment may be placed at the side of the home, or between the home and the street, provided the equipment is screened from view. Evaporative coolers also may be roof-mounted.
- c. Landscaping. Landscaping shall be completed within 90 days after a home is placed on the lot. The Board may extend this if extenuating circumstances so indicate.
 - i. Types. Rock landscaping; grass lawn, artificial grass or a combination of these with shrubbery is mandatory. Wild grass and weeds shall not be permitted to grow.

- ii. Drainage. Landscape design shall insure that drainage from your property does not encroach upon your neighbors' property.
 - iii. Aesthetics. The landscape plan shall be compatible with or excel the general aesthetics of the neighborhood.
 - iv. When inorganic ground covers are used (rock, decomposed granite, etc) a membrane of 6 mil Visqueen or the equivalent is suggested.
 - v. Trees shall be selected and maintained for decoration and shade as desired and must take into consideration the effect on the neighbor's views. Property owners are responsible for cleaning up leaves and other debris from their trees before they are blown into their neighbor's yard.
- d. Applications. All applications for Association approval must be in writing and must be accompanied by a scale drawing of the proposed project, including all measurements and setbacks. The Architectural Committee will review the drawing and the lot and provide in writing its conclusion within 14 calendar days of reviewing the request. Any request not acted upon within 45 calendar days shall be deemed approved unless the request violates the Governing Documents or the law. Any disapproval will include the reason for the disapproval. An owner whose project is not approved has the right to request a hearing before the Board to review the plan and the reason(s) for the disapproval. Approval will be valid for one year from date of issue and any action or work approved must be completed within one year.
- e. County Building Department. It is the responsibility of the homeowner to obtain any permits required by the Riverside County Building and Safety Department. Approval by the Architectural Committee of any plans for changes to the exterior of a residence does not waive any required county permits.
- f. Estate, Moving and Garage Sales. In all cases, the party wishing to hold the sale shall fill out a form, available in the Association office, and **must** receive Board approval prior to setting up for the sale. Sales may not last longer than three days, plus one-half day each before and after for setup and cleanup. In the case of garage or yard sales, a fee is required. All sales must be held on the property of the applicant. No sales shall be conducted before 8 a.m. or after 8 p.m.
- i. Estate Sale. The Owner is deceased and heirs are allowed to have a sale.
 - ii. Moving Sale. The Owner is moving from the property.
 - iii. Garage or yard sales. No applicant may hold more than two sales during any period of 12 consecutive months, nor shall more than two sales be conducted upon any lot during any period of 12 consecutive months.
- g. Operation of a Business: Highland Palms is not zoned for businesses of any kind; therefore, no business shall be conducted in any residence.
- h. Construction. No work may be started prior to obtaining approvals from the Association and any required permits from the county, except for emergency repairs to correct hazardous conditions or to comply with health and safety requirements.
- i. Street Addresses. Street address number must be clearly visible on the curb, on the part of the home facing the street, or on a decorative pole. On corner lots, the front of the home is considered to be the side facing the street that matches the lot's mailing address.

- j. Trash. No trash, garbage or other refuse shall be dumped, thrown, or left on any vacant lot or common property.
- k. Damaged Improvements. Partial or total destruction of the Common Area or Improvements on a Member's Lot shall be restored and repaired as provided for in Article 17 of the CC&Rs within three months of the latter of the destruction or payment of insurance proceeds for restoration and repair, if the loss is covered by insurance.
- l. Nuisances. No noxious or offensive activities shall be carried or permitted on any lot or premises, nor shall anything be done that becomes an unreasonable annoyance or nuisance to the residents, as more fully described in the CC&Rs §6.11.
- m. Utility Enclosures. The doors to the water heater, electrical and furnace enclosure(s) shall be readily accessible and no permanent structure shall interfere with such access.
- n. Miscellaneous structures. No trailer, camper, tent, shed or temporary structure of any kind shall be erected, constructed, permitted or maintained on any residential lot without written approval of the Architectural Control Board. Pagodas, gazebos, privacy screens, etc. shall not encroach upon the required setbacks. Location and construction of such structures shall be approved by the Architectural Committee prior to commencing the project.
- o. Garage Doors. Garage doors are permitted at the carport entrance to the driveway. The open side of the carport may be partially enclosed with a framed wall. The Architectural Committee shall approve construction plans prior to commencing the project. Framing and color shall match the home as closely as possible.
- p. Solar Panels. Only roof-mounted solar panels are permitted and are subject to **both** Architectural Committee and Riverside County Building and Safety Department approval.
- q. Antennas. All antennas, including satellite and/or microwave reception dishes, may not exceed a height of five feet above the peak of the roof of the mobile home. All antennas shall be located as far as possible from the street. All satellite and/or microwave reception dishes must be no more than 1 meter in diameter.
- r. Transmitters. Any device, which transmits electronic signals, must not cause interference with electronic devices used on adjacent properties.
- s. Drones. Operation of any remotely piloted aerial vehicles, sometimes referred to as drones or UAVs, is prohibited from or over any location within the boundaries of Highland Palms.
- t. Variances. The Architectural Committee may permit slight variances from the strict letter of these rules in order to avoid practical difficulties or unnecessary hardship. However, such variances only may be considered when they are in conformity with the intent and purposes of these rules. Variances that may affect adjacent property require 10-calendar days notice to the owners thereof, at the applicant's expense, before being considered for approval.

ARTICLE 7: RECREATIONAL FACILITIES

- a. General. The recreational facilities are for the use and enjoyment of the Association's residents. The following rules are intended to make the facilities safe and enjoyable. Use of any facilities is subject to any posted rules.

- b. Guests and Caregivers. All guests and/or Caregivers must be accompanied by a legal Resident in good standing whenever using the Association's recreational facilities. Exception: A Caregiver picking up the mail for the Resident or visiting the Association office at the Resident's request.
 - i. The maximum time per visit per guest(s) is 60 days during any 12-month period. This 12-month period for any specific guest(s) shall start from the beginning of the first visit and further visits from the same guest(s) within that same 12-month period will be cumulative to the 60-day maximum. Exceptions to this rule must be approved by the Board.
- c. Keys. Access keys are distributed to all Members. Tenants must obtain mailbox keys from their landlord. Tenants must obtain Access keys from the Association office and require a refundable deposit that will be returned when the key is surrendered. Lost or duplicate keys may be obtained from the Association office for a fee.
- d. Proper Attire in Common Areas. Proper attire, in good taste, is required of all Members and their guests, in all areas, at all times. Shoes or sandals must be worn at all times in all areas, except when in the pool or the spa. Swimwear is restricted to the pool and spa areas only and must be covered with a robe or other appropriate garment when passing through common areas. Nudity is prohibited.
- e. No Glass. Glass containers are not permitted in the pool or patio areas.
- f. Trash Cleanup. All trash must be cleared away before leaving at the conclusion of any event.
- g. No Smoking. Smoking, including use of electronic cigarettes and medical marijuana, is prohibited in all indoor common areas, in the pool and patio areas outside the main clubhouse, in the mailroom and its foyer, and within 20 feet of clubhouse entrances.
- h. Alarms. Security alarms are automatically activated 30 minutes after the posted closing time for all recreational facilities. All persons using the facilities must leave the facility prior to that time or the alarm will be triggered. Anyone triggering an alarm will be subject to a fine and/or a suspension of membership privileges.
- i. Main Clubhouse Use.
 - i. Access.
 - 1. The Main clubhouse and recreational facilities shall normally be available to Members and their guests from 6 am to 11 pm daily unless other hours for social functions are established in advance.
 - 2. Members shall obtain Access keys from the Association's business office (see schedule of Fees for cost). Access keys may not be loaned to anyone and must be surrendered to the office upon termination of residency.
 - ii. General Statement of Use.
 - 1. This facility is provided for social functions conducted by owners' groups for Members and their guests and for private social gatherings where larger groups are appropriate. The Board of Directors must approve all events. Requests for use must be submitted on a form available in the Association's business office and coordinated with other scheduled events. Proof of Private Event Insurance coverage is required (see Section 5d) except as otherwise provided by law. Commercial, religious and sales

promotion functions are prohibited, except that some sponsored events that benefit the membership as a whole may be approved by the Board on a case-by-case basis.

2. This facility shall not be available for non-residents' events.
 3. Anyone causing disruption will be required to leave and may be subject to further action.
 4. The bulletin boards in the foyer adjacent to the mailroom shall not be used for religious purposes, except for notices regarding funeral or memorial services for present or past Highland Palms residents. All material must comply with any rules posted in the foyer. In addition, the following are prohibited:
 - A. Profanity or obscenity;
 - B. Speech that promotes actual violence or harm;
 - C. Terrorist threats;
 - D. Expressions that may constitute criminal or civil harassment;
 - E. Defamation;
 - F. False advertising;
 - G. Criminal trespass;
 - H. Defacing notices posted by others.
 - I. Promotion of any unlawful activity.
- j. Conference Room. The conference room shall be available to Member groups only, on a first-come basis. Requests for use must be submitted on a form available in the Association's business office and coordinated with other scheduled events. The room shall be left in a tidy condition with all furniture returned to its proper location.
- k. Exercise Room. The use of exercise equipment is restricted to this room. Only Residents may use the Exercise Room.
- i. Proper Clothing. Proper athletic clothing is required. Shirts, trunks and shoes must be worn at all times.
 - ii. Towels. Persons using the Exercise Room must towel off equipment after use.
- l. Kitchen. Only groups with authorized events may use the kitchen. The group shall be responsible for cleaning equipment & facility and for turning off all gas and electric kitchen appliances at the conclusion of the event.
- m. Billiard Room. The Billiard Room shall be used only for playing pool, billiards, or ping-pong. Guests under fourteen (14) years of age are not permitted to use this facility.
- n. Swimming pool, Jacuzzi and patio area: Use of the swimming pool, Jacuzzi and patio area is restricted to residents and guests accompanied by a Resident.
- i. Assumption of Risk. NO LIFEGUARDS ON DUTY. Use of the swimming pool is at user's own risk and residents assume full responsibility for their own safety as well as that of their guests.

- ii. Proper Swimming Attire. Appropriate attire designed and intended for swimming must be worn. Inappropriate swimming attire includes, but is not limited to, long pants, cut-off shorts, jeans, long shirts, thong bathing suits, and any footwear (shoes or socks).
- iii. Diapers. No diapers, including infant or adult diapers and swim diapers, are permitted in the pool. Incontinent persons are prohibited from entering the pool, Jacuzzi or spa.
- iv. Rough Play. Boisterous conduct and rough play are prohibited.
- v. Diving. Diving is prohibited.
- vi. Showering. Anyone using the pool, Jacuzzi or spa must shower before entering the water.
- vii. Flotation Devices. Only noodles, water wings or vest-style life preservers may be used. Flotation devices may not be left in the pool when not in use. Persons using flotation devices may not obstruct other users.
- viii. Children under three years of age are not permitted in the pool/patio area.
- ix. Children three to 16 years of age are permitted in the pool area between the hours of 10 am and 2 pm. Children must be accompanied by, and under the direct supervision of, an adult Resident at all times. Extended hours of 10 am to 5 pm apply on Fathers' Day, Mothers' Day, and on all Federal legal holidays.
- x. Food and drinks are restricted to the tables in the patio area. Glass containers are prohibited.
- xi. Persons not wearing shoes and a covering over their swim attire are required to enter and leave through the southwest patio area door.
- xii. Pool Equipment. No tampering with pool equipment.
- o. Sauna (dry heat only). Persons are advised to consult with their physicians prior to using this room. No one under eighteen (18) years of age shall be permitted to use this facility. It is recommended that this room not be used without the presence of another adult.
- p. Showers and Restrooms. Members and guests shall leave these areas in a neat and clean condition after use.
- q. Golf Clubhouse.
 - i. The golf clubhouse is provided for functions conducted by owners' groups for Residents and their accompanied guests and for private social gatherings where larger groups are appropriate. The Board of Directors must approve all events. Requests for use must be submitted on a form available in the Association's business office and coordinated with other scheduled events.
 - ii. All applicable rules for the use of the main clubhouse extend to the golf clubhouse.
- r. Golf Course.
 - i. Access.
 - 1. The golf course is available for golf to residents and guests from 7 am (10 am on Mondays) to sunset, except during tournaments or special events approved by the Board of Directors.

2. Use of the golf cart paths for bicycle riding is prohibited at all times. Use of the cart paths for walking exercise is permitted only during daylight hours when the course is not open for golf. Such use is at the user's own risk.
 3. Unless the course is otherwise reserved for a tournament or other approved event, children over the age of 10 may use the course provided each has his/her own golf bag and set of clubs, is accompanied by a Resident in good standing, and guest fees are paid for each child. Children under the age of 10 are prohibited at all times.
- ii. Eligibility. Qualification for play on the golf course requires each player to be one of the following:
1. Any Resident;
 2. Guests may play only when accompanied by a Resident. Each guest must be registered in the golf clubhouse and must pay the posted fee.
 3. Association employees shall be allowed to play golf during hours they are not scheduled to work but may not bring guests.
- iii. Regulations.
1. Shirts must be worn while on the course or in the golf clubhouse.
 2. Shoes with high heels and/or metal spikes are prohibited.
 3. Every player must play with his/her own set of clubs.
 4. Golf cart users must follow the 90-degree rule as defined in the Golf Course Rules. All carts, including pull carts, are to be kept at least 15 feet from the edge of all greens and putting surfaces and may never be taken into traps or on to tee boxes.
 5. Only designated areas may be used for practice.
 6. Availability. The course is available for open play except when posted as closed for tournament play, maintenance, or weather conditions.
- iv. Housekeeping.
1. Bunkers must be raked after playing from them.
 2. All ball and spike marks on the greens must be repaired.
 3. All divots, including on the tee boxes and in the fairways, must be repaired or replaced.
 4. Playing. The game shall be played in accordance with the USGA rules of golf except as provided in the local course rules.
- v. Etiquette.
1. The preferred playing group is a foursome.
 2. Slower groups must allow faster playing groups to play through. This is mandatory when an open hole is ahead of them.

3. A golfer hitting a ball into the RV storage lot or among residences near the course is responsible for determining whether any damage resulted and is responsible for repairing any said damage.

ARTICLE 8: PET RULES

- a. Limitation. No more than two pets per household.
- b. Types of pets. A pet is any domesticated bird, cat, dog, or aquatic animal kept within an aquarium.
- c. Prohibited Animals:
 - i. Reptiles (except small aquatic turtles kept within an aquarium);
 - ii. Rodents;
 - iii. Insects;
 - iv. Birds that make loud screeching noises;
 - v. Horses, cows, pigs, chickens, ducks or any other animal or fowl commonly found on farms, including miniature versions;
 - vi. Any animal which the Board determines to be aggressive or dangerous, pursuant to evidence provided at a noticed hearing.
- d. Common areas. No pets are permitted in the Common Areas, except as follows:
 - i. A pet confined within a vehicle, including a golf cart, while transiting the main clubhouse parking lot or while picking up the mail at the mail room, provided the pet remains in the vehicle at all times.
 - ii. A pet being brought directly from off the Development to a Lot, or from a Lot directly off the Development. In such cases, a dog must be on a leash under the full control of the person handling the leash and all other pets must be in an appropriate carrying container.
- e. Service & Assistance Animals: Service and Assistance animals as defined by law are not pets.
- f. Nuisance. No animal shall be allowed to unreasonably annoy residents, to endanger the life or health of other animals or persons, or to substantially interfere with the quiet enjoyment of others. Pet owners shall be deemed in violation if their pets:
 - i. Consistently or constantly make excessive noise, i.e. unprovoked excessive, unrelenting or habitual barking, howling, crying or other noises or sounds, occurring continuously and/or incessantly for a period of ten minutes or intermittently for one-half hour or more on five or more separate days within a thirty (30) day period. When determining if the noise is a violation, consideration will be given to the time of day, duration and frequency of the noise;
 - ii. Cause damage to or destruction of another's property;
 - iii. Cause unsanitary, dangerous or offensive conditions, including the fouling of the air by offensive odor emanating from excessive excrement;
 - iv. Create a pest, parasite or scavenger control problem which is not effectively treated;
 - v. Chase, run after, or jump at vehicles moving on streets and alleys;
 - vi. Attack, bite or injure a person, or snap, growl, snarl, jump upon or otherwise

threaten persons without provocation. These acts shall be considered a violation whether or not the pet is confined by fence, chain or leash, or under the voice control of a responsible person.

vii. Feed from, overturn, or otherwise disturb garbage containers.

ARTICLE 9: VEHICLES AND PARKING

- a. Street Parking. Street parking of trucks exceeding one-ton capacity and any type trailer, fifth-wheel, camper or motor home is limited to 72 hours. Inoperable or disabled motor vehicles may have this time extended by written permission of the Board.
- b. Repair of Vehicles. Construction, repair, service, or maintenance of any vehicle in the Common Areas is prohibited except for emergency repairs to the extent necessary solely for the movement of the vehicle to a proper repair facility. Such work is prohibited on residential lots except in an area not visible from the Common Areas or neighboring properties. Regular maintenance such as checking oil, adding water to golf cart batteries, washing and/or waxing cars, checking or changing tires, or vacuuming the interior is permitted on residential lots.
- c. Parking on Common Property. No vehicle may be parked on common property for more than 72 hours.
- d. Golf Carts. All golf carts must be identified with the applicable Owner's lot number in the location and size specified by the Board of Directors. Decals can be obtained from the Association's office and must be placed on the cart within 30 days of acquisition. Owners are responsible for any damages to, or caused by, their golf carts.

ARTICLE 10: RECREATIONAL VEHICLE STORAGE

- a. Storage Control Committee (SCC). The Storage Control Committee shall consist of the Director of Common Property, who serves as chair and appoints at least two additional Residents. The committee will handle space assignments, lot maintenance and parking regulations. Use of the lot is at the user's own risk. The SCC shall be the final authority on space assignment, subject to an appeal to the Board of Directors of the Association.
- b. Registration. Use of the storage lot is limited to Residents who physically reside in Highland Palms. All vehicles using the facility must be recreational vehicles (boats, campers, motor homes, or trailers) and must have a valid government-issued vehicle registration certificate and proof of property and liability insurance at the time of applying for a space. Owners with more than one RV may be assigned an additional space, if available. If necessary, the SCC will establish a waiting list to provide spots on a first-come, first-served basis. The SCC must be notified if a Resident changes RVs or license number and the vehicle must be removed within 30 days of the Resident moving out of Highland Palms.
- c. Additional Spaces. If additional spaces are available, trailers that are not considered recreational vehicles (including but not limited to motorcycle trailers and golf cart trailers) will be allowed on a first-come, first-served basis, pending inspection and approval by the SCC. Such trailers must be street legal with a valid vehicle registration certificate and proof of property and liability insurance. Under no circumstances shall such vehicles be used for storage. If there are insufficient spots for recreational vehicles, these trailers will be required to vacate the storage lot on a last-in, first-out basis.

- d. Maintenance. The Association and RV owners shall maintain the RV storage lot. The Association will provide installation and repair of access surfaces, fencing, lighting, and perimeter security alarm systems at its discretion. RV owners are responsible for the housekeeping duties necessary to maintain their spaces in weed and debris-free condition. Failure to maintain the assigned space may be cause for loss of space assignment and the RV removed at Owner's expense.
- e. Security. The lot access gate must be locked at all times, except when required for entrance and exit. Only RV owners that have assigned RV lot spaces shall be provided access codes or keys, which may not be disclosed or transferred to any other person.
- f. Limitation. At no time shall there be any overnight camping or other residential use of this site.
- g. Towing. Any vehicle left for more than 30 days after the owner has moved out of Highland Palms, or for whom an owner cannot be identified may be considered abandoned and is subject to towing and/or sale.

ARTICLE 11: SELLING, RENTING OR LEASING

- a. Change in occupancy. When occupancy of a property changes, whether by sale or by lease, the departing occupants shall surrender to the Association their common property access keys.
- b. Selling, renting or leasing. The Owner must notify prospective buyers or tenants that Highland Palms is a 55+ community as defined in the CC&Rs prior to entering into any sort of rental or lease agreement. The Owner also must advise prospective buyers/tenants of the requirement to attend an orientation interview with the Board of Directors (or a committee appointed by the board).
- c. Signage: Any signs posted offering a property in Highland Palms for sale or lease must include a statement that Highland Palms is a 55+ community.
- d. Transfer of ownership. When ownership of a lot changes, whether by sale, assignment, quitclaim or other means, the Owner must notify the Association of the name and address of the transferee and the nature of the transfer.
- e. Verification of Age. Verification of age must be by one of the following documents:
 - i. Birth certificate;
 - ii. Driver's license;
 - iii. Passport;
 - iv. Immigration card;
 - v. Military ID;
 - vi. Any other local, state, federal or international documentation containing information regarding the age of the person;
 - vii. A sworn statement under penalty of perjury by an adult member of the household that at least one occupant is 55 years of age or older.
- f. Assessments. The Owner of a property in Highland Palms is responsible for keeping the Homeowners Assessment fees current through close of escrow. In the case of a leased

property, the Owner remains responsible for the assessments regardless of whether the lease agreement requires the lessee to pay said assessments.

- g. Lease Restrictions. Only leases with an initial term of not less than 30 consecutive days are permitted. Owners must provide copies of said leases (financial arrangements may be redacted) along with the full names, previous addresses and verified ages of the tenants within 15 days of signing the lease. The lease agreement must include at a minimum the following clauses:
 - i. Tenant agrees to comply with the Association's Governing documents and failure to do so constitutes a default under the lease agreement;
 - ii. There is no right of assignment or sublease;
 - iii. Tenant agrees to obtain and maintain insurance with appropriate limits to protect against property loss and personal injury;
 - iv. Tenant agrees to attend an orientation interview with the Board of Directors (or a committee appointed by the Board) within 15 days of moving in.
- h. Orientation Interview. At the orientation interview for new buyers/tenants, the Association will issue to the buyers/tenants copies of the Association's governing documents and the new Owner's/Tenant's own coded access keys for the common property.

ARTICLE 12: INSPECTIONS AND COMPLAINTS

- a. Resident Complaints. Complaints by residents about possible violations of the Association's governing documents must be submitted in writing and must be signed. The association will not act on anonymous or oral complaints.
- b. Right to View Complaints. Written complaints will be kept confidential except that the person accused of the violation will have the right to view, but not copy, the complaint.
- c. Inspections. The Association's representatives and vendors may enter Lots, Common Areas, and Exclusive Use Common Areas, subject to the restrictions spelled out in the Right of Entry provisions of the CC&Rs;
 - i. To inspect and perform necessary maintenance or repairs to the Common Areas and/or Exclusive Use Common Areas;
 - ii. To mitigate damages;
 - iii. To inspect the Lot and its Improvements to ensure compliance with the Governing Documents. Such persons, acting in good faith, shall not be liable for trespass.

ARTICLE 13: ENFORCEMENT PROCEDURES

- a. Remedies for Enforcement. The Highland Palms Board will use California law to enforce the governing documents. In addition to all other permitted legal remedies, the following remedies will apply:
 - i. Warning letters.
 - ii. Monetary penalties.
 - iii. Suspension of membership privileges.
 - iv. Internal dispute resolution.
 - v. Alternative dispute resolution (arbitration or mediation).

vi. Litigation.

1. Rules Committee. The Board of Directors may appoint a Rules Committee and delegate to said Committee the authority to conduct hearings into alleged violations of the Association's governing Documents. In addition, the Committee may meet from time to time to review and/or to recommend changes to the Association's Policies, Rules & Regulations.

If appointed, membership in the Committee shall be:

- i. Two members of the Association's Board of Directors, one of which shall be the vice president, who serves as committee chair, and the second shall rotate among the other Board members; and
- ii. Three residents of the community, including at least two Members of the Association. The third may be a tenant or a non-member spouse of either a Member or a Tenant.

No member of the Committee may be a relative of any other member of either the Committee or the Board.

Appointments to the Committee are for a term of one year and members serve at the pleasure of the Board.

2. Notice and Hearing Procedures. The following notice and hearing procedures will be used whenever a hearing is held to consider an alleged violation which could result in disciplinary action against a Member.
 - i. Notice of Hearing. Notice of the hearing will be sent at least ten (10) calendar 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 and present evidence at the meeting.
 - ii. Opportunity to Be Heard. Members have the right to send a letter, to send a representative, or to appear in person to present evidence as to why they should not be disciplined. The hearing will be held in executive session.
 - iii. Rescheduled Meetings. Upon written request and for good cause, an accused party may be granted one continuance. Any other continuances shall be at the discretion of the Board. If a person fails to appear for a hearing, the Board will review the evidence presented and make its decision accordingly.
 - iv. Correction of Violation. In the event the violation is corrected prior to the hearing date, the Board may dismiss the proceedings.
 - v. Notice of Decision. Within fifteen (15) calendar days of the Committee's decision, the Member will be given written notice of the decision.
 - vi. Appeals. Decisions of the Committee may be appealed to the Board of Directors within 10 days of the mailing of the hearing decision.
 - vii. Conflicts of Interest. If a Committee Member has a possible conflict of interest (i.e., originated an otherwise independently unverifiable complaint or is the

subject of the complaint) that Member must disclose it to the Board and may not participate in the hearing or any related discussions without Board approval.

- c. Monetary Penalties. Fines may be imposed in accordance with the Association's schedule of fines.
- d. Suspension of Privileges. The Committee may suspend the Common Area privileges of Members and their family, tenants, and guests as provided for in the CC&Rs §10.1(b).
- e. Judicial Enforcement. In addition to monetary penalties, suspension of privileges and suspension of voting rights, the Association may file a lawsuit for damages and/or injunctive relief as provided for in the CC&Rs §10.1(d).
- f. Reimbursement Special Assessments. The Board may levy reimbursement special assessments against Members for expenses incurred by the Association arising out of actions or omissions of such Members or their family, tenants, guests, or pets as provided for in CC&Rs §12.3(c).
- g. Failure to Pay Assessments. Unpaid assessments may be enforced as provided for in the CC&Rs §13.2.
- h. Cumulative Remedies. The enforcement rights described in this section are cumulative and the Association may exercise one or more of its rights or remedies, including those which may not be listed, singly and/or in such combination as the Board determines to be appropriate to be effective. The Association has the right to pursue one or more remedies simultaneously.
- i. Alternative Dispute Resolution. California law may require that before the Association or a Member files a lawsuit against the other, the filing party must submit the dispute to alternative dispute resolution.
- j. Attorneys' Fees. Attorneys' fees may be levied against and collected from Members as provided for in the CC&Rs.

ARTICLE 14. PERMITTED TEMPORARY LIVE-IN HEALTH CAREGIVER(S) (PTL-IHC)

- a. Occupancy. A qualified legal resident of Highland Palms has the right to hire a Caregiver (s). The Board of Directors upon a showing pursuant to law will approve the Caregiver (s). Family members or friends of the Caregiver (s) are governed by the guest rules and are controlled by the qualified legal resident. The occupancy of a Caregiver is permitted under the following circumstances:
 - i. The Caregiver is retained to provide live-in, long-term, short-term, or terminal health care to a qualified legal resident, or
 - ii. The Caregiver is a family member of the qualified legal resident providing that care. For the purpose of this section, the care provided by a Caregiver must be substantial in nature and must provide either assistance with necessary daily activities or medical treatment or both.
- b. Application Process. An application by a qualified legal resident for approval of an existing, new, or different Caregiver must be made on forms available at the Association office. The application requires any qualified legal resident applying to have, to continue to have, or to change, a Caregiver residing with them in their residence in Highland Palms to comply with the following requirements and to submit any legally required information to the Association's Board of Directors with the application:

- i. The qualified legal resident, or his/her legal guardian, must submit a physician's certification, on the Association's form. Alternately, the certification may be submitted by the physician on the physician's letterhead stationery, provided it contains all the information required on the form.
 - ii. The qualified legal resident shall make available to any existing or prospective health Caregiver a copy of the current Covenants, Conditions and Restrictions ("CC&Rs") and current Policies, Rules and Regulations.
- c. Approval for Caregiver(s). Upon receipt of a full and complete application, the Board shall determine whether the current or prospective Caregiver qualifies. The Association may refuse to approve any proposed Caregiver that has been convicted of a serious felony. The Association may conduct criminal background checks on all Caregivers prior to approval. All criminal background checks will be conducted on a case-by-case basis. In coming to a decision, the Association shall take into account, amongst other factors, the nature and severity of the conviction, the amount of time that has passed since the convicted crime occurred, the facts and circumstances surrounding the criminal conduct, the age of the Caregiver at the time of the crime, and any evidence of rehabilitation. The Association shall have the right to prohibit all Caregivers who have been convicted of the following crimes:
- Illegal manufacturing or distribution of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802);
 - Elder abuse per California Penal Code section 368; and
 - Crimes requiring a person to register as a Tier 3 sexual offender per California Penal Code section 290 et seq.

Applications shall be considered at the next regularly scheduled open Board meeting after receipt of the application. Decisions shall be rendered within 15 days of that meeting or within 15 days of the completion of a background check, whichever is later. Pending action on the application, the applicant will be allowed to reside in the community as a guest of the qualified legal resident. The decision of Board shall be recorded in the minutes of the meeting, along with the reasons for the decision, and the period of time the Caregiver will be allowed to reside on the property.

The Caregiver's right to reside with the qualified legal resident shall be valid for a time period determined by the Board or until the qualified legal resident (1) has moved from Highland Palms, (2) dies, (3) no longer needs the authorized health care, or (4) for any other reason, whichever is shorter. Once the authorized time period has passed or the approved health care is no longer necessary, the Caregiver must cease residing on the property within 30 days, unless the qualified legal resident has been granted approval for the Caregiver to continue based upon a new application.

The Caregiver's right to reside with the qualified legal resident applies only to the approved Caregiver and not to his or her family members or guests.

- d. Violations. Violations of the governing documents, including this article, by any health Caregiver will subject the qualified legal resident to disciplinary action to the fullest extent allowed by the governing documents and the law, including:
- i. Imposition of monetary fines according to the current fine schedule;
 - ii. Suspension of common area privileges;

- iii. Legal action to remove any Caregiver, or any other person not qualified and approved to be a Caregiver, from the property, including recovery of attorneys' fees and costs as allowed by law.

ARTICLE 15. SEVERABILITY

- a. Severability. The provisions of these Policies, Rules and Regulations shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision.

ARTICLE 16. Harassment Policy

The Highland Palms Senior Estates & Country Club ("Association") hereby adopts the following restrictions against Harassment (as defined below) of any person that enters, stays, resides within, or works within the Association's development (the "Development").

- a. Definitions. The term "Harassment" includes words, gestures, correspondence (whether in print or online), or any other action that tends to annoy, alarm, intimidate or abuse another person. Harassment includes but is not limited to: (1) following, bothering, and/or stalking someone to the point of causing the person annoyance, distress, fear or harm; (2) sending abusive, threatening, repetitive or voluminous written correspondence to the person causing annoyance, distress, fear or harm. To annoy, is to disturb, irritate or cause significant discomfort. Abuse includes without limitation insulting, hurtful, or offensive wrongs or acts. If there is a dispute regarding the meaning of the term "Harassment", the Board of Directors holds the power and authority to interpret the term "Harassment" and its interpretation shall be binding on the parties. The term "Harassment" shall not include enforcement action initiated by the Association.
- b. No Harassment.
 - 1. The Association will not tolerate Harassing behavior of any kind, whether verbal, physical, written, online cyber bullying, social media attacks, or otherwise.
 - 2. All owners (including their tenants, residents, guests, occupants, and all other persons affiliated with the owners' units) are prohibited from engaging in any Harassing behavior of any kind and from any form of intimidation or aggression directed at the Association's members, residents, guests, occupants, invitees, or directed at the Association's agents, employees, board members, officers, or vendors.
 - 3. All owners (including their tenants, residents, guests, occupants, and all other persons affiliated with the owners' units) are prohibited from stalking, harassing, or obstructing the Association's vendors, employees, board members, officers, and workers. Verbal Harassing behavior (whether oral or written via letter or online) such as berating, belittling, insulting or threatening Association board members, vendors, employees, residents, owners or others is not acceptable and is a violation of the governing documents.
 - 4. At all times, Association employees and the individual members of the Board of Directors shall be treated with courtesy and respect by owners (including the owner's residents, guests, family members, tenants, trustees, and all other

persons affiliated with the owner's unit). No Harassing behavior or language will be tolerated. Unless authorized by the Association in writing, owners (including their tenants, residents, guests, occupants, and all other persons affiliated with the owners' units) shall not communicate with an Association vendor.

- c. Application. These Rules shall be construed broadly to: (1) apply and bind all owners as well as their residents, guests, family members, tenants, trustees, and all other persons affiliated with the owner's unit; and (2) apply and restrict such persons from engaging in Harassing conduct both within and outside the Development, to the fullest extent permitted by law. To the extent any non-owner violates these Rules, the record owner affiliated with that non-owner shall not direct or allow such violations, and the owner shall take all reasonable steps available to prevent further violations from occurring. These steps shall include, without limitation, enforcing any applicable lease agreement, trust or operating agreement, enforcing any applicable law, terminating the lease agreement, legal action, or other action that would aid in preventing further violations of this Rule.
- d. Conflicts Severability. These Rules shall be enforced to the fullest extent permitted by law. If there is a conflict between any provision of these Rules and any statute, law, ordinance, rule, order or regulation, the latter shall prevail, and in such event the provision of these Rules at issue shall be curtailed and limited only to the extent necessary to bring it within applicable legal requirements. Each provision of these Rules shall be considered as separate and divisible, and in the event any provision of these Rules are held to be invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions of these Rules shall continue to be in full force and effect without being impaired or invalidated in any way, to the extent possible.
- e. Enforcement. If an owner (or his or her tenant, guest, resident, family member, etc.) violates these Rules, the Association may (but is not obligated to) take any and all actions as provided for in the Association's governing documents, including but not limited to, fines, suspension of membership privileges, or litigation.

SCHEDULE OF FEES (effective 1/1/2021)

Escrow/Transfer of Property Title	\$200.00
Facilities Use Fee (Mandatory for all new property owners)	\$1,500.00
New Homeowner Information Package	\$100.00
Homeowners Leasing Package	\$50.00
Monthly Assessment	\$120.00
Legal Fees to Process Liens	\$300.00 or more
Administrative cost for extra work done by office	\$25.00 per hour
Returned check (unpaid by bank)	\$25.00
Approved private social gathering: Main Clubhouse - 50 or more guests (\$100.00 of deposit is refundable if clubhouse is left clean)	\$250.00
Approved private social gathering Main Clubhouse Courtyard - Less than 100 guests (\$25.00 of deposit is refundable if area is left clean)	\$50.00
Approved private social gathering Golf Clubhouse - Less than 100 guests (\$100.00 of deposit is refundable if clubhouse is left clean)	\$150.00
Golf Course Guest fee (individual)	\$10.00 per day
Photocopies - each page (single sided)	\$0.20
Photocopies - each page (Double sided)	\$0.30
Photocopies - color (each side)	\$0.50
Fax - each page sent	\$1.50
Fax - each page received	\$0.75
Mailbox key replacement	\$25.00
Clubhouse entry fob replacement or additional fob	\$17.00
Clubhouse entry fob for tenants	\$25.00 refundable deposit
Garage/Yard sale	\$25.00

~ALL FEES ARE SUBJECT TO CHANGE~

Late Fees: Payments are due and payable in advance on the first day of each month. If payments are delinquent past the fifteenth of each month, a late payment fee of ten percent (10%) will be assessed. This fee will continue to be assessed each month until the account is paid current. A lien may be recorded against the property to collect delinquent dues and late charges.

APPENDIX 1: ENFORCEMENT POLICY & SCHEDULE OF FINES

The following policies and associated fines constitute the enforcement procedures governing Members of the Association who violate the governing documents of Highland Palms Senior Estates & Country Club, Inc.

These policies and fines were adopted by the Board of Directors at an open Board Meeting on Sept. 12, 2016 following publication for a 30-day comments period by the membership as provided for in Article 6 of the Bylaws and amended Nov. 5, 2020 and Aug. 12, 2021 following the same procedure.

The policies stated herein apply to violations of any of the governing documents of the Highland Palms Senior Estates & Country Club, Inc., including the Articles of Incorporation, the Bylaws, the Covenants, Conditions and Restrictions (CC&Rs) or the Policies, Rules & Regulations (Rules).

COMPLAINTS: Disciplinary proceedings may be based on complaints from other Members or residents or upon the initiative of the Board if a member of the Board personally observes a suspected violation. All complaints must be submitted in writing and signed by the complaining party (complainant). Unless the allegations can be verified independently by the Board, complainants must be prepared to appear at any disciplinary hearing based on their complaints to testify as to the nature of the alleged violation(s). As provided for in the governing documents, Members are responsible for any violations committed by them as well as those committed by their family members, tenants, pets, guests, caregivers or visitors or the pets of any of said persons.

NOTICE: Before any fines or other disciplinary measures are imposed, accused Members (respondents) will be given a written notice of the complaint or the alleged violation, including the specific section of the governing documents they are accused of violating, and be given 15 days from the date of the notice to provide the Board with written proof of the correction or, if they believe they are not in violation of the cited sections, to provide a written response to the Board stating why they are not in violation.

HEARING: In the event the respondent(s) fail to respond in writing within the designated period, or if the Board believes the proffered explanation is insufficient, a hearing (as provided in Article 10 of the CC&Rs) shall be scheduled to ascertain the facts. Respondents shall be given 15 days written notice of the date and time of the hearing, delivered either in person or by first-class mail. At the time stated, respondents may appear in person or may submit a written response and may present witnesses and evidence on their behalf. If the allegations stemmed from a complaint, the complainant shall be required to appear to testify about the complaint, unless the complaint can be independently verified by the Board. All hearings are held in executive session and are closed to the public.

POSTPONEMENTS: Requests for postponements to accommodate respondents for medical reasons should be submitted in writing at least 24 hours in advance of the hearing date and will be routinely granted. Respondents will be asked to discuss with the Board to arrange a mutually acceptable alternative date. All other requests for postponements must be submitted in writing at least 48 hours in advance of the hearing. As a general rule, only one

postponement for reasons other than medical accommodations will be granted and may not be for more than 14 days.

DECISIONS: Upon completion of the hearing, the Board will deliberate and must provide respondents with a written notice of its findings and any disciplinary action within 15 days of the conclusion of the hearing. The decisions must be noted in the minutes of the next open Board meeting, but only in general terms to include the nature of the charges and the decision, but without identifying complainants or respondents.

PENALTIES: If the Board finds the respondents guilty of violating the governing documents, the following penalties may be imposed for non-continuing violations, either individually or in any combination.

1. Suspension of membership privileges, including the use of all common property facilities, i.e., the clubhouses, the swimming pool, and the golf course, for up to 30 days.
2. The Board may impose a fine of up to \$1,000 for each violation.

In the case of continuing violations, which are defined as violations that persist, the penalties may be imposed as follows (either individually or in any combination):

1. Suspension of membership privileges, including the use of all common property facilities, i.e., the clubhouses, the swimming pool, and the golf course, for as long as the violation persists.
2. The Board may impose a fine of up to \$1,000 for each violation. Because each day that the violation persists constitutes a new violation, the fine may be imposed on a daily, weekly, or monthly basis, and continues for as long as the violation persists.

Repeat offenses: Upon finding respondents guilty of repeat violations of the same offense, all fines shall be doubled, subject to a maximum of \$2,000 for a single occurrence and \$500/day for a continuing violation.

The maximum penalty for a safety violation is \$2,000, which may be imposed either as a onetime fine or, if it is a continuing violation, on a daily, weekly, or monthly basis for as long as the violation persists.

The Board may, for a first violation, waive the monetary penalty or issue a warning. In addition, the Board may, as an incentive to ensure compliance, offer to waive any monetary penalties if the violation is corrected within 30 days of the close of the hearing.

APPEALS AND RECONSIDERATIONS: Rulings of a committee of the Highland Palms Senior Estates & Country Club, Inc. may be appealed to the Board of Directors. Respondents may request reconsideration if they have new or different facts not presented in the original hearing. Such requests must be submitted in writing within 15 days of receiving the Notice of Decision. A respondent also may file a written demand for Internal Dispute Resolution.

SCHEDULE OF FINES: Following is a list of the schedule of monetary penalties (fines) that may be imposed following a properly noticed disciplinary hearing. These fines may be imposed in addition to any other penalties authorized by the governing documents (see item 7 above). All fines are in addition to any actual costs, damages, or expenses, including attorney fees, incurred by the Association in obtaining compliance with the governing documents.

Any violation not specifically listed below is subject to a minimum fine of \$10 and a maximum fine of \$500 (\$700 maximum for a second offence or \$1,000 maximum for a

safety violation.) Fines are due and payable within 30 days of the date of the hearing decision notice. The Board shall review the schedule of fines every other year (even years) to determine whether the schedule needs to be amended.

Schedule of Fines

Violation	Continuing violation	Single Occurrence
Age violation (each unauthorized person under age 55 is a separate violation)	Not less than \$75 per day per person	Up to \$500 per person
Architectural (landscape)	\$25 per day	Up to \$500
Architectural (failure to obtain approval prior to nonemergency work)	\$25 per day	Up to \$500
Excessive noise	\$25 per day	Up to \$500
Harassment/intimidation	\$50 per occurrence	Not less than \$50 per day per occurrence
Parking	\$10 per day	\$25 per occurrence
Parking or stopping in a no parking zone	A warning for first offence, \$25 for a 2 nd , each subsequent offence increases by \$25.	
Pet (over limit)	\$25 per day	Up to \$500
Pet (excessive barking)	\$50 per day	Up to \$500
Pet (leash violation)		\$10 per occurrence
Pet (common property)		\$25 per occurrence
Smoking in clubhouses, pool area, courtyard or golf clubhouse covered patio		\$500 (doubled for repeat violations within 1 year).
Storage violation	\$25 per day	Up to \$500
Trash cans	\$10 per week	\$25
Trash left on common property		\$25 (Doubled for repeat violations within 1 year)
Yard/Estate sale (unauthorized)		\$50

APPENDIX 2: ELECTION RULES

In accordance with requirements of the California Civil Code, the Board of Directors of the Homeowner's Association of Highland Palms Senior Estates & Country Club has adopted these Election Rules.

1. Effective Date:

These rules were adopted at a properly noticed open Board meeting held on Dec. 5, 2019 and were properly posted on and took effect as of that date. These election rules shall not be amended less than 90 days before any election.

2. Secret Ballot for Specified Matters

- a. Notwithstanding any other law or provision of the governing documents, the following matters require a vote by secret ballot in accordance with the procedures set forth herein:
 - i. Any assessment legally requiring a vote;
 - ii. Election and removal of Members of the Association's Board of Directors;
 - iii. Amendments to the CC&Rs and Bylaws'
 - iv. The grant of exclusive use of common area property;
 - v. Any other matters requiring Membership approval under the CC&Rs and/or Bylaws.
- b. A quorum shall be required only if so stated in the governing documents of the Association or other provisions of law. If a quorum is required by the governing documents, each ballot received by the Inspector of Elections shall be treated as a Member present at a meeting for purposes of establishing a quorum. A quorum is 50 percent of the total number of lots in the development, which is equal to 267.5 and is rounded up to 268. The number will be noted on the voting instructions provided with each ballot.

3. Fairness in Elections

- a. The Association shall ensure that if any candidate or Member advocating a point of view is provided access to Association media, newsletters, or Internet websites 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. The Association shall not edit or redact any content from these communications, but may include a statement specifying that the candidate or Member, and not the Association, is responsible for that content.
- b. The Association shall ensure access to the common area meeting spaces during a campaign, at no cost, to all candidates, including those who are not incumbents, and to all Members advocating a point of view, including those not endorsed by the Board, for purposes reasonably related to the election. Such use shall be subject to availability, as determined by the published monthly calendar and shall be limited to no more than two events per day, each of which may not exceed 2-hours in duration.
- c. Association funds shall not be used for campaign purposes in connection with any Association Board election. Association funds shall not be used for campaign purposes in connection with any other Association election, except to the extent necessary to comply with duties of the Association imposed by law. For the purpose of this section, the term "campaign purposes" includes but is not limited to:

- i. Expressly advocating the election or defeat of any candidate that is on the Association election ballot
- ii. Including the photograph or prominently featuring the name of any candidate on a communication from the Association or the Board, excepting the ballot and ballot materials, within 30 days of an election, provided that this is not a campaign purpose if the communication is one which requires that equal access be provided to another candidate or advocate.

4. Inspector of Elections

- a. Ninety days prior to the date of the Annual Meeting, the Board shall, at an open meeting of the Board, select either one (1) or three (3) independent third party(ies) as Inspectors of Elections to:
 - i. Ensure that the Association mails out the ballots and a copy of the election rules at least 30 days prior to the Annual Meeting;
 - ii. Oversee all ballot measures and elections, including the election of Directors;
 - iii. Hear and determine all challenges and questions regarding any aspect of the election;
 - iv. Receive and maintain custody of all returned ballots;
 - v. Determine when the polls shall close, consistent with the governing documents;
 - vi. Conduct and Supervise the opening and counting of ballots;
 - vii. Determine the tabulated results of the election results; and
 - viii. Do such other acts as may be proper to conduct the election with fairness to all Members in accordance with the Davis-Stirling Act, the Corporations Code, and all applicable rules of the Association regarding the conduct of the election that are not in conflict with the Davis-Stirling Act.
- b. For the purposes of this section, an independent third party includes, but is not limited to, a volunteer poll worker with the county registrar of voters, a licensee of the California Board of Accountancy, or a notary public. An independent third party may be a Member of the Association, but may not be a Member of, a candidate for, or a relative of a Member or candidate for, the Board of Directors. In addition, an independent third party may not be a person, business, 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.
- c. The Inspector of Elections may appoint up to two deputies to assist in fulfilling the duties of the office. Said assistants are subject to the same restrictions as the Inspector, as outlined in paragraph B above.
- d. At any time during the voting period, the Board of Directors may require from the Inspector of Elections a count of the number of the Members who have submitted ballot envelopes.
- e. At any time during the voting period, the Board of Directors may require from the Inspector of Elections a list of the lot numbers of Members who have submitted ballot envelopes.
- f. In the case of an election in which ballot counting is conducted at a Board meeting, the Board may, by majority vote, adjourn the meeting between 5 and 30 days. The Inspector of Elections may extend the voting period for the same period of time.

- g. The Inspector of Elections shall perform these duties impartially, in good faith, to the best of the Inspector's ability, as expeditiously as practical, and in a manner that protects the interest of all members of the Association. If there are three inspectors of elections, the decision or act of a majority shall be effective in all respects as the decision or act of all. Any report made by the inspector or inspectors of elections is prima facie evidence of the facts stated in the report.

5. Qualifications for Candidates

- a. The Association shall disqualify a person from nomination as candidate for not being a member at the time of nomination. If title to a separate interest parcel is held by a legal entity that is not a natural person, the governing authority of that legal entity shall have the power to appoint a natural person to be a member for purposes of these election rules.
- b. All candidates for the Association's Board of Directors must meet the qualifications defined in Article 5 of the Association's Bylaws, which include but are not limited to:
 - i. Having a recorded ownership interest in a lot in the development;
 - ii. Must not have a recorded co-ownership interest in a lot with another person who is a Member of the Board;
 - iii. Must not be delinquent by more than 30 days in the payment of any Assessment.
 - iv. Must not have been convicted of a crime which would prevent the association from obtaining a fidelity bond.
- c. Notwithstanding paragraph (iii) above, the Association may not disqualify a nominee for nonpayment of fines, fines renamed as assessments, collection charges, late charges, or costs levied by a third party. The person shall not be disqualified for failure to be current in payment of regular and special assessments if either of the following circumstances is true:
 - i. The person has paid the regular or special assessment under protest pursuant to Civil Code Section 5658; or
 - ii. The person has entered into a payment plan pursuant to Civil Code section 5665.
- d. Before the Association disqualifies a person from nomination pursuant to this section, the Association must afford the person the opportunity to engage in Internal Dispute Resolution pursuant to Civil Code § 5900 et seq.

6. Qualifications for voters

- a. In all matters submitted for a Membership vote, Members shall be entitled to one (1) ballot per Lot (regardless of the number of Members having an interest in the Lot).
- b. The Association shall not deny a ballot to a member for any reason other than not being a member at the time the ballots are distributed. For purposes of this paragraph, a member includes a person with general power of attorney for a member. A ballot cast by person with general power of attorney for a member must be counted if returned in a timely manner.
- c. Where there is more than one owner of a property subject to the Association's CC&Rs, all such co-owners shall be Members and may attend any meeting of the Association, but only one co-owner shall be entitled to exercise the vote to which the property is entitled. Fractional votes shall not be allowed.

- d. Unless the Inspector of Election receives a written objection prior to the close of balloting from a co-owner, it shall be conclusively presumed that the voting Member is acting with the consent of his or her co-owners.

7. Nominations

- a. Each year at the last general Membership meeting before the deadline for submitting nominations, the Board shall solicit nominations of candidates for election to the Board of Directors. The solicitation also shall be published in Association media, newsletters, or Internet websites and posted on the public bulletin Board in the development.
- b. The notice shall include the qualifications for election to the Board of Directors.
- c. All nominations must be received no later than 30 days before the deadline for the membership to be given a list of the candidates and to be advised of the time and date of the Annual Meeting/vote.
- d. Nominations may be made in writing or from the floor during a Membership meeting. Qualified candidates may nominate themselves, provided they do so prior to the close of nominations.
- e. Write-in candidates are not permitted.

8. Balloting Procedures

- a. At least ninety (90) days prior to the Annual Meeting and at least 30 days before any deadline for submitting a nomination, the Association shall give notice of the election procedure & the deadline for submitting nominations and where to submit nominations. Members may request individual delivery of the nomination notice pursuant to Civil Code section 4040. Except for the meeting to count the votes required in section 9, an election may be conducted entirely by mail.
- b. At least 30 days before the ballots are distributed, the Board shall prepare a voter list and a candidate registration list. The voter list shall include each voter's name, voting power, lot number, and mailing address.
- c. At least 30 days before the ballots are distributed, the Association shall notify members of the right to verify the accuracy of their individual information on the voter list and the candidate registration list. The Association or member who discovers an error or omission on either of these lists must report the error or omission to the inspector of election who must make the correction within two business days.
- d. At least 30 days before the ballots are distributed, the Association shall give notice of:
 - i. The date, time, and address to return ballots;
 - ii. The date, time, and location of the meeting where ballots will be counted; and
 - iii. The list of candidates.
- e. At least 30 days before an election, the Inspector of Elections must mail, or cause to be mailed both of the following:
 - i. The ballot or ballots; and
 - ii. A copy of these election rules.
 - i. Delivery of these election operating rules may be accomplished by either of the following methods:
 - 1. Posting the election operating rules to an internet website and including the corresponding internet website address on the ballot together with the phrase, in at least 12-point font: "The rules governing this election may be found here:"; or

2. (ii) Individual delivery with the ballot package.
- f. Proxies and Cumulative voting are not permitted.
 - g. A quorum is not required for election of Members of the Board of Directors.
 - h. Ballots and two (2) preaddressed envelopes with instructions on how to return ballots shall be mailed by first-class mail or delivered to every Member not less than thirty (30) days prior to the deadline for voting. In order to preserve voter confidentiality, a voter may not be identified by name, address, or Lot or parcel on the ballot.
 - i. The ballot itself is not signed by the voter, but is inserted into an envelope that is sealed. This envelope is inserted into a second envelope that is sealed. In the upper left-hand corner of the second envelope, the voter prints and signs his or her name and indicates the address or separate interest identifier that entitles him or her to vote.
 - ii. The second envelope is addressed to the Inspector of Election, who will be tallying the votes. The envelope may be mailed or delivered by hand to a location specified by the Inspector of Election. The Member may request a receipt for delivery.
 - iii. No ballots may be returned to any employee, officer or Board Member of the Association. An exception is made for ballots returned by mail to the Association office provided they are turned over unopened to the Inspector of Elections in a timely manner.
 - i. The Ballot itself shall:
 - iv. Set forth the proposed action;
 - v. Provide an opportunity to approve or disapprove each item submitted for a vote;
 - vi. Set forth the number of ballots needed to satisfy the quorum requirement;
 - vii. Specify the percentage of votes required to pass the proposal; and
 - viii. State a deadline by which the ballot must be returned in order to be counted.

9. Determining the Voting Outcome

- a. All votes shall be counted and tabulated by the Inspector of Election in public at a properly noticed open meeting of the Board of Directors or of the General Membership. A quorum of Members need not personally attend such a meeting. Any candidate or other Member of the Association may witness the counting and tabulation of the votes. No person, including a Member of the Association or a Member of the Board of Directors shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated. However, the Inspector of Election, or his or her designee, may verify the Member's information and signature on the outer envelope prior to the meeting at which the ballots are tabulated.
- b. The tabulated results of the election shall be promptly reported to the Board of Directors of the Association and 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.
- c. In the event of a tie in an election for the Board, a runoff shall be held unless both candidates agree to allow the Inspector of Elections to determine the winner by a coin flip or by the drawing of names.

- d. Within 15 days of the election, the Board shall publicize the tabulated results of the election in a communication directed to all Members.

10. Recounts

- a. Any Member of the Association may demand a recount provided:
 - i. It is made in writing to the Inspector of Elections within five days after the election results have been announced.
 - ii. The Member pays in advance for the cost of the Recount. Monies advanced by the Member shall be refunded by the Association if the outcome of the election is changed by the recount; and
 - iii. The recount is conducted in a manner that preserves the confidentiality of the vote.
- b. The recount must commence not more than seven days following the request for the recount and must be supervised by the Inspector of Elections. The recount may be observed by Members of the Association.
- c. No election materials may be touched or handled by any person without the express consent of the Inspector of Elections and under the supervision of the Inspector.
- d. The results of the recount must be reported to the Board of Directors and the Membership and must be recorded in the minutes of the next Board meeting.

11. Custody of Election Materials

- a. The sealed ballots, signed voter envelopes, voter list, and candidate registration list shall at all times shall be in the custody of the inspector or inspectors of elections or at a location designated by the inspector or inspectors until after the tabulation of the vote, and until the time allowed by Civil Code §5145 for challenging the election has expired, at which time custody shall be transferred to the Association.
- b. In the event of a recount or other challenge to the election process, the inspector (s) shall, upon written request, make the ballots available for inspection and review by Association Members or their authorized representatives. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote.
- c. After the transfer of the ballots to the Association, the ballots shall be stored by the Association in a secure place for no less than one year after the date of the election.

12. Conflict

In the event of a conflict between these rules and any provision of any other governing documents, the other governing documents (e.g. Articles, CC&Rs, Bylaws) shall control as provided for in Civil Code §4205, provided that the conflicting governing document provisions are consistent with the law.

APPENDIX 3: AGE VERRIFICATION ROCEDURE

Each new resident, including tenants, is required to provide the Association with proof that he/she is at least 55 years of age or is otherwise qualified to live in a seniors-only community such as Highland Palms.

When there is a change in the ownership or occupancy of a residence in the Association, the Association must be notified and the new occupants must go through the age verification process.

Proof of age must consist of one of any of the following:

1. Driver's License.
2. Birth Certificate
3. Passport.
3. Immigration Card.
4. Military Identification.
5. Any other state, local, national, or international official document containing a birth date of comparable reliability.
6. A certification in a lease, application, affidavit, or other document signed by any member of the household age 18 or older asserting that at least one person in the unit is 55 years of age or older.

The Association shall regularly update the age verification information through reliable surveys or other means to ensure that at least 80 percent of the occupied residences in the Association are occupied by at least one person who is 55 years of age or older. Such updates will be conducted every other year, in even-numbered years, by one of the following methods:

1. A survey of the files to verify that at least one current resident in at least 80 percent of the occupied residences in the Association has provided documentation showing he/she is age 55 or older;
2. Obtaining an affidavit signed, under penalty of perjury, by one resident of each occupied residence in the development verifying that at least one occupant of that residence is at least 55 years of age. The person signing the affidavit must be at least 18 years of age.
3. By conducting a full census of the Association, requiring each Member to identify at least one person in each residence owned by the member who is at least 55-years of age and providing a copy of one of the required age verification documents identified above.
4. If the owner or occupants of any residence refuse to comply with the age verification procedures, the Board may, if it has sufficient evidence such as prior forms or applications or a sworn affidavit of a person who has personal knowledge of the age of the occupants, consider the residence to be occupied by at least one person 55 years of age or older.

A summary of occupancy surveys shall be available for inspection upon reasonable notice and request by any person.