

**RHONEWOOD PARK HOMEOWNERS ASSOCIATION  
NOTICES FOR 2022**

**THE NAME AND ADDRESS OF FOR DELIVERY OF DOCUMENTS TO THE  
ASSOCIATION  
CIVIL CODE 4035**

Notices to the Association shall be delivered to Rhonewood Park Homeowners Association, P. O. Box 263, Livermore, CA 94551.

**RIGHT TO SUBMIT SECONDARY ADDRESSES  
FOR COLLECTION NOTICES  
CIVIL CODE 4040**

Upon receipt of a written request, the Homeowners Association shall transmit additional copies of notices to the secondary address stated in a member's written request.

**RIGHT TO NOTICE GENERAL NOTICE BY INDIVIDUAL DELIVERY  
CIVIL CODE 4045**

Members may request to receive general notices from the Association by individual delivery.

**SUMMARY OF REQUIREMENTS FOR ASSOCIATION APPROVAL OF A  
PHYSICAL CHANGE TO PROPERTY  
CIVIL CODE 4765**

Prior to making any change to property, members of the association must submit a fully completed Architectural Application that must be approved by the Association. Applications may be obtained from Rhonewood Park Homeowners Association, P. O. 263, Livermore, CA 94551.

**RIGHT TO MINUTES OF BOARD MEETING  
CIVIL CODE 5240(b)**

Members of the Association have the right to have copies of the minutes of the meetings of the Board of Directors by sending a written request specifying the minutes they desire to the Rhonewood Park Homeowners Association, P. O. Box 263, Livermore, CA 94551.

**RIGHT TO ALTERNATIVE DISPUTE RESOLUTION  
CIVIL CODE 5915**

The Association or member of the Association may not file a lawsuit in Superior Court unless the parties have tried to submit the dispute to Alternative Dispute Resolution pursuant to Civil Code § 5915. However, this procedure only applies to an enforcement action that is solely for declaratory, injunctive or writ relief, or for that relief in conjunction with the claim of monetary damages not more than the jurisdictional limits stated in § 116.220 and § 116.221 of the Code of Civil Procedure. These provisions do not apply to a small claims action. Further, except as otherwise provided by law, this Alternative Dispute Resolution process does not apply to an assessment dispute.

The actual statutory procedures for Alternative Dispute Resolution follow.

**RIGHT TO INTERNAL DISPUTE RESOLUTION  
CIVIL CODE 5915**

**CALIFORNIA CODES  
CIVIL CODES  
SECTION § 5915.**

(a) This section applies in an association that does not otherwise provide a fair, reasonable, and expeditious dispute resolution procedure. The procedure provided in this section is fair, reasonable, and expeditious, within the meaning of this article.

(b) Either party to a dispute within the scope of this article may invoke the following procedure:

(1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.

(2) A member of an association may refuse a request to meet and confer. The association may not refuse a request to meet and confer.

(3) The association's board of directors shall designate a member of the board to meet and confer.

(4) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.

(5) A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the board designee on behalf of the association.

(c) An agreement reached under this section binds the parties and is judicially enforceable if both of the following conditions are satisfied:

(1) The agreement is not in conflict with law or the governing documents of the common interest development or association.

(2) The agreement is either consistent with the authority granted by the board of directors to its designee or the agreement is ratified by the board of directors.

(d) A member of the association may not be charged a fee to participate in the process.

**RHONEWOOD PARK HOMEOWNERS ASSOCIATION  
ANNUAL STATEMENT OF COLLECTION PROCEDURE**

**EFFECTIVE JANUARY 1, 2022**

**NOTICE ASSESSMENTS AND FORECLOSURE.** This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

**ASSESSMENTS AND FORECLOSURE.** Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with **Section 5700**) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (**Sections 5700 through 5720** of the Civil Code, inclusive)

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests, if the governing documents provide for this. (**Section 5725** of the Civil Code)

The association must comply with the requirements of Article 2 (commencing with **Section 5650**) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (**Section 5675** of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (**Section 5660** of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (**Section 5685** of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

**PAYMENTS.** When an owner makes a payment, the owner may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (**Section 5655** of the Civil Code)

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with **Section 5900**) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with **Section 5925**) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (**Section 5685** of the Civil Code)

**MEETINGS AND PAYMENT PLANS.** An owner of a separate interest that is not a time-share interest may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exists. (**Section 5665** of the Civil Code)

The board must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. (**Section 5665** of the Civil Code)

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**DEBT OF OWNER; LATE CHARGES AND INTEREST.** Regular or special assessments; late charges (10 percent of the delinquent assessment or \$10 whichever is greater); costs of collection; attorney's fees and interest (annual interest not to exceed 10% commencing 30 days after the due date), shall be a debt of the owner at the time the assessment or other sums are levied. Owners will be charged \$25 for returned checks.

**PRIORITY OF ASSESSMENT PAYMENTS AND OVERNIGHT PAYMENT ADDRESS.**

Payments shall first be applied to the assessments owed, and then shall be applied to costs of collection, attorney's fees, late charges, and interest. The mailing address for overnight payments is:

**Rhonewood Park Homeowners Association**

**P. O. Box 263**

**Livermore, CA 94551**

If your account has been turned over to Fong Association Strategies Group/Fong & Fong, APC, for collection of delinquent assessments the address for overnight payment is:

**Fong Association Strategies Group/**

**Fong & Fong, APC**

**2161 Harbor Bay Parkway**

**Alameda, CA 94502**

**Payments may also be made by telephone: (866) 729-5327, option 1 or online at [www.FongASG.com](http://www.FongASG.com)**

**PRE-LIEN NOTICE.** At least 30 days prior to recording a lien the association shall notify the owner by certified mail of the following: a description of the collection and lien enforcement procedures, the method of calculation, a statement that the owner has the right to inspect the association records and the notice shall include the mandatory language in **Section 5660** of the Civil Code statement.

**PAYMENT PLAN.** Owners may submit written requests to meet with the board to discuss payment plans and the association shall provide standards for payment plans if any exist. The board and the owner shall meet in executive session within 45 days of the postmark of the request, if the request is mailed within 15 days of the date of the postmark of the notice. If there is no regularly scheduled board meeting within that period the board may designate a committee of one or more directors to meet with the owner. Additional late fees shall not accrue during the payment plan period if the owner is in compliance with the terms of the payment plan. Payment plans shall not impede an association's ability to record a lien on the owner's separate interest to secure payment of delinquent assessments. In the event of a default on any payment plan, the association may resume its efforts to collect the delinquent assessments.

**PRE-LIEN DISPUTE RESOLUTION.** Prior to recording a lien an association shall offer the owner and if requested by the owner shall participate in dispute resolution pursuant to the association's "meet and confer" program as required by the Civil Code.

**DECISION TO LIEN FOR DELINQUENT ASSESSMENTS.** Liens shall be recorded at least 30 days after the pre-lien notification. The board, by a majority vote at an open meeting, has duly approved the timeframe for the recordation of delinquent assessment lien.

**LIEN SIGNATURE DESIGNATION.** The association designates Fong Association Strategies Group/Fong & Fong, APC to sign delinquent assessment liens on behalf of the association.

**DELINQUENT ASSESSMENT LIEN.** The amount of the assessment, collection costs including late charges, and attorney's fees shall be a lien on the owner's separate interest which shall state the amount of the assessment and other sums imposed, a legal description of the owner's separate interest, the name of the record owner, an itemized statement, the name and address of the trustee authorized by the association to enforce the lien by sale and be signed by the person designated as the signatory. A copy of the recorded notice of delinquent assessment shall be mailed by certified mail to every person whose name is shown as an owner of the separate interest in the association's records, and the notice shall be mailed no later than 10 calendar days after recordation. Assessment liens shall be prior to all other liens recorded subsequent to the assessment lien, unless the declaration provides for the subordination of any other liens and encumbrances.

**LIEN ENFORCEMENT GENERALLY.** After the expiration of 30 days following the recording of the lien, it may be enforced in any manner permitted by law, including suit for money damages, judicial sale, non-judicial sale or acceptance of a deed in lieu of foreclosure.

**DECISION TO FORECLOSE.** Prior to initiating foreclosure, the association shall offer and if requested by the owner, shall participate in dispute resolution pursuant to the association's "meet and confer" program, except that binding arbitration shall not be available if the association intends to initiate a judicial foreclosure. The decision to initiate foreclosure shall be made by board approval by a majority vote in executive session. The vote shall be recorded in the minutes of the next meeting of the board open to all members. The confidentiality of the owner(s) shall be maintained by identifying the matter by assessor's parcel number. A board vote to approve foreclosure of a lien shall take place at least 30 days prior to any public sale. Notice to the owner shall be by personal service. If the property is not owner-occupied notice shall be by first class mail at the owner(s)' most current address in the Association's records, if the owner does not have a separate address the association may use the address of the owner's separate property at the association.

**FORECLOSURE PROCEDURE.** Trustee's sales shall be conducted in accordance with **Sections 2924, 2924b, and 2924c** of the Civil Code. The association shall serve a notice of default on the person named as the owner in the association's records or that person's designated legal representative (the owner may designate a legal representative in a writing that is mailed to the association in a manner that indicates that the association has received it).

**RIGHT OF REDEMPTION.** A nonjudicial foreclosure for delinquent assessments shall be subject to a 90 day right of redemption.

**LIMITATION ON ASSIGNMENTS AND PLEDGES.** An association may not voluntarily assign or pledge the association's right to collect payments or assessments, or to enforce or foreclose a lien to a third party, except when the assignment or pledge is made to a financial institution or lender chartered or licensed under federal or state law, when acting within the scope of that charter or license, as security for a loan obtained by the association. This provision does not restrict the right or ability of an association to assign any unpaid obligations of a former member to a third party for purposes of collection.

**RHONEWOOD PARK HOMEOWNERS ASSOCIATION  
DELINQUENCY ASSESSMENT COLLECTION POLICY  
EFFECTIVE 2022**

1. It is the fiduciary responsibility of the Board of Directors to collect all assessments in a timely fashion. The Association is entitled to recover the reasonable costs of collecting delinquent assessments, including but not limited to Attorney's fees, late fees, collection costs, lien fees and litigation guarantees, and the assessments and costs shall bear interest if more than 30 days overdue.
2. Assessments are due on the first day of each month and are delinquent on the 16<sup>th</sup> of the month, at which time a charge of \$10.00 or 10% of the assessment (or special assessment), whichever ever is greater will be charged on the 16<sup>th</sup> day of the month in which the assessment is due.
3. All balances due 30 days after the due date will be subject to interest at a rate of 12% per annum.
4. After the 30<sup>th</sup> day after a payment is due, the Board of Directors authorizes its Agents or Managers to send notice to all members who are delinquent, notifying them of the charges and the need to make payment in full within 60 days of the due date in order to avoid a lien on the property.
5. After the 60<sup>th</sup> day after a payment is due, a 30-day Pre-Lien Notice will be prepared and sent by certified mail, to the delinquent record owner(s) at the owner's last mailing address provided to the Association and/or to any secondary address that the owner(s) provided to the Association in writing by sign-receipted mail or by facsimile. The "Pre-Lien Notice" will include a detail of the total amount delinquent, including but not limited to, assessments, late charges, interest, and cost of collections, if any. The Notice shall also include all other information required by the Association's governing documents and California statute. The cost of this pre-lien letter will be added to the members account.
6. After the 30<sup>th</sup> day after the Pre-Lien Notice is sent, if all amounts have not been paid and if the Board has voted approving the recording of a lien by a majority vote in an open meeting and recorded the vote in the minutes of the meeting, a Notice of Delinquent Assessment Lien ("Lien") will be prepared and recorded. All resulting collection fees and costs will be added to the total delinquent amount. A copy of the recorded Lien will be sent by certified mail to the address(es) as described in paragraph 5 above, within 10 days after recordation. 339 days from the original due date or when the past due assessments total \$1,800, whichever comes first occurs, the association may proceed with a notice of foreclosure sale of the delinquent member's home.
7. All charges assessed to the account must be paid in full as a condition to releasing such Lien, and the Association shall not be required to accept any partial or installment payments from the Lien date to the time that all amounts are paid in full, except by an execution of a mutually agreeable payment plan and forbearance agreement. The association is not under an obligation to enter into a payment plan or forbearance agreement.
8. If all such amounts have not been paid in full within thirty (30) days after the recordation of such Lien, the Association may, with conditions, proceed to take any and all additional enforcement remedies as the Association, in its sole discretion, deems appropriate including,

without limitation: non-judicial foreclosure of such lien; judicial foreclosure; or suit for money damages, all at the expense of such owner. The conditions for proceeding with foreclosure are: 1) The association has offered the owner dispute resolution or Alternative Dispute Resolution (ADR). 2) The amount of delinquent regular or special assessments is equal to one thousand eight hundred dollars (\$1,800) or more, not including any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest, or the assessments are more than 12 months delinquent. 3) The decision to record a Notice of Sale was made by the board at least 30 days prior to a foreclosure sale. 4) The board has given notice to the owner of the decision to record a Notice of Sale by personal service for resident owners and by first-class mail at the most current address known for the owner for non-resident owners.

9. All payments received by the association shall first be applied to the assessments owed, and after the assessments are paid in full the payments shall be applied to the fees and costs of collections, attorney's fees, late charges and interest. An owner may request a receipt, which shall indicate the date of payment and the person who received it.
10. The mailing address for overnight payment of assessments is the same address that is used for the standard payment of assessments unless the Homeowners Association or its attorneys specify otherwise.
11. The association may charge a "returned check charge" of \$25.00 for all returned checks
12. An owner may dispute the debt noticed pursuant to the California Civil Code Section 1367.6(a) by paying the amount due, including any fees and reasonable costs of collection, reasonable attorney fees, late charges and interest under protest and initiating an action in small claims court.
13. An owner may submit a written request to meet with the Board of Directors to discuss a payment plan for any Civil Code Section 1367.1(a) debt. The association shall provide the owner the standards for payment plans, if any exist. The board will meet with the owner within 45 days if the request is mailed within 15 days of the date of the postmark of the notice. If there is no regularly scheduled board meeting within this time, the board may designate a committee of at least one member to meet with the delinquent owner.
14. Within 21 days of payment in full the association shall record all necessary documentation to clear the owner's title of the association's claim for past due assessments and charges. A copy of the release shall be mailed to the owner. If a lien has been recorded in error, a release of lien will be recorded within 21 calendar days and a copy of the recorded release of lien shall be provided to the owner along with a declaration that the lien recording was in error.



**RHONEWOOD PARK HOMEOWNERS ASSOCIATION**  
**CIVIL CODE SECTION 4041 REQUEST FOR MEMBER INFORMATION**

Pursuant to California Civil Code Section 4041, you are required to provide the following information on an annual basis:

1. Your name and the mailing address where notices from the association are to be delivered:  
\_\_\_\_\_  
\_\_\_\_\_
2. Any secondary address where notices from the association are to be delivered: \_\_\_\_\_  
\_\_\_\_\_
3. The name and address of your legal representative, if any, or other person who can be contacted in case of your extended absence:  
\_\_\_\_\_  
\_\_\_\_\_
4. Whether you occupy the property, it is rented or vacant:  
\_\_\_\_\_

If you do not provide this information your onsite mailing address will be deemed to be your proper address for receiving notices from the association. Completed forms should be returned to:

[manager@rpha.info](mailto:manager@rpha.info)

or

RhoneWood Park Homeowners Association

P. O. Box 363

Livermore, CA 94551

# **RHONEWOOD PARK HOMEOWNERS ASSOCIATION**

## **CIVIL CODE § 5310 INSURANCE DISCLOSURE**

Pursuant to **Civil Code Section 5310**, attached is a summary of the Association's policy of insurance declaration page:

**“THIS SUMMARY OF THE ASSOCIATION’S POLICIES OF INSURANCE PROVIDES ONLY CERTAIN INFORMATION, AS REQUIRED BY § 5310(a)(7) OF THE CIVIL CODE, AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR THE COMPLETE POLICY TERMS AND CONDITIONS CONTAINED IN THE ACTUAL POLICIES OF INSURANCE. ANY ASSOCIATION MEMBER MAY, UPON REQUEST AND PROVISION OF REASONABLE NOTICE, REVIEW THE ASSOCIATION’S INSURANCE POLICIES AND, UPON REQUEST AND PAYMENT OF REASONABLE DUPLICATION CHARGES, OBTAIN COPIES OF THOSE POLICIES. ALTHOUGH THE ASSOCIATION MAINTAINS THE POLICIES OF INSURANCE SPECIFIED IN THIS SUMMARY, THE ASSOCIATION’S POLICIES OF INSURANCE MAY NOT COVER YOUR PROPERTY, INCLUDING PERSONAL PROPERTY OR, REAL PROPERTY IMPROVEMENTS TO OR AROUND YOUR DWELLING, OR PERSONAL INJURIES OR OTHER LOSSES THAT OCCUR WITHIN OR AROUND YOUR DWELLING. EVEN IF A LOSS IS COVERED, YOU MAY NEVERTHELESS BE RESPONSIBLE FOR PAYING ALL OR A PORTION OF ANY DEDUCTIBLE THAT APPLIES. ASSOCIATION MEMBERS SHOULD CONSULT WITH THEIR INDIVIDUAL INSURANCE BROKER OR AGENT FOR APPROPRIATE ADDITIONAL COVERAGE.”**



## CCR Enforcement Procedures

1. When a violation is brought to the Board's attention, a CCR Committee Member will verify it within 10 days.
2. If the committee agrees that a violation exists, a Friendly Reminder notice will be sent within 3 working days with a blind copy sent to the person who originated the complaint. The Friendly Reminder will explain the nature of the violation and a time frame to bring the violation into compliance. (The committee reserves the right to skip the Friendly Reminder notice and go directly to a First Notice of Violation/Hearing letter.)
3. If the violation is not corrected within the given time frame, a First Notice of Violation/Hearing letter will be sent via first class and certified mail. The letter will explain the nature of the violation, requirements to resolve the issue, a time frame to bring the property into compliance, and the fine schedule that will go into effect if the violation is not corrected within the time period allowed. The homeowner will also be invited to a CCR hearing to discuss the alleged violation. A blind copy of the notice will be sent to the person who originated the complaint.
4. If the violation has not been cleared by the date given, the board will hold the CCR hearing. The cited homeowner will be allowed to speak, present evidence and witnesses. The board will render its decision and a CCR Hearing Decision notice will be sent within 15 days. If the board finds that the homeowner is in violation of the CCR, they may impose a fine. The fine will remain in effect until the violation is resolved.
5. The fine will be posted to the homeowner's account every Friday. After a minimum of 30 days, the Board retains the right to take legal action. Only under extenuating circumstances may the Board excuse the fine after this point.
6. When the violation is corrected and verified, a thank you letter will be sent.
7. Repeat violations within a six-month period will not receive a Friendly Reminder notice. The homeowner will be sent a First Notice of Violation/Hearing letter and a CCR hearing will be scheduled. If the board finds the homeowner guilty of a repeat violation within a six-month period, they may impose an immediate fine.

## Fine Schedule and Time Periods

Violation	Time Period for Correction	Fine	Continuing Daily Fine
Aerials	One Week	\$35.00	\$25.00
Architectural Changes	One Week	\$35.00	\$25.00
Boats, Campers, Trailers, & RV's	Two Days	\$35.00	\$25.00
Commercial Vehicles	Two Days	\$35.00	\$25.00
Dismantled/Disabled Vehicles	Two Days	\$35.00	\$25.00
Exterior Service Yards	One Month	\$35.00	\$25.00
Ground Maintenance	Two Weeks	\$35.00	\$25.00
Maintenance & Repair	One Month	\$35.00	\$25.00
Public Health*	One Week	\$100.00	\$25.00
Vehicles Parked On Unpaved Portion of Lot	Two Days	\$35.00	\$25.00
All Other Violations Not Specifically Mentioned	One Week	\$35.00	\$25.00

\*In matters affecting Public Health, a copy of the CCR letter will be sent to the County Board of Health.

## Notice of CCR Enforcement Policies

For your information, the RPHA Board of Directors is providing you with information on how the following CC&R Declarations are being interpreted and enforced:

- **Vehicles Parked Within the Association (including boats, trailers, and RV's)**

1. Declaration of CC&R Paragraph 13, Subparagraph Q:

**“No trailer, camper, house trailer, motor home, or boat shall be parked, left, or stored upon any lot for more than 36 hours unless the same is parked, left, or stored in a garage or behind the fence. No trailer, camper, house trailer, motor home, or boat parked behind the fence, may stand more than 4 feet above a standard 6-foot fence.”**

The Association does not allow for consecutive or daily '36 hour' periods. The intent is to allow the Homeowner the limited personal use of such vehicles on an infrequent basis.

2. Declaration of CC&R Paragraph 13, Subparagraph V:

**“No commercial vehicles shall be kept or stored upon or in front of any residential lot, excluding automobiles, pick-up trucks, or vans one ton or under (load weight).”**

The CC&R does not expressly define a 'commercial vehicle'; therefore the definition is taken from the California Vehicle Code Section 260(a): “a vehicle of a type required to be registered under this code used or maintained for the transportation of persons for hire, compensation or profit or designed, used or maintained primarily for the transportation of property.”

3. Declaration of CC&R Paragraph 13, Subparagraph W:

**“No disabled and/or dismantled vehicles shall be stored in public view for a period of more than 48 hours.”**

The CC&R does not expressly define a 'disabled vehicle'; therefore the board defines a disabled vehicle as one, which cannot legally be driven on the public streets and/or one, which is not maintained in good repair. The DMV requires all vehicles driven on public streets to have front and rear license plates with current registration tags installed and all lights and mirrors in working condition and proper repair. Following the DMV requirement, any vehicle that does not have front and rear license plates with current registration tags installed will be cited as a violation of the CC&R's.

Additionally, the board defines a vehicle not maintained in good repair as one with, but not limited to, flat tire(s) or a broken windshield or a broken mirror and will cite any vehicle in this category as well. The Association does not allow for consecutive '48 hour' periods.

4. Declaration of CC&R Paragraph 13, Subparagraph X:

**“Parking: No vehicle shall be parked within public view on unpaved portion of lot.”**

The CC&R does not expressly define 'paved'; therefore the board defines a paved area as one cover with material such as concrete or brick that forms a firm surface.

**ELECTION & VOTING RULES  
RHONEWOOD PARK HOMEOWNERS ASSOCIATION  
IN COMPLIANCE WITH SB 323 1/1/20**

**Election Communications.**

1. All candidates and members have equal access to the Association's media outlets (e.g. newsletter, website etc.) to express their point of view or make representations about themselves as candidates and for other purposes reasonably related to an 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.
2. All candidates or members will be given equal access to common area meeting space during an election campaign at no cost.

**Candidate Qualifications, Nominations and Disqualification**

1. All candidates for the Board of Directors or any other elected position must be members of the Association at the time of their nomination and in good standing. In good standing shall mean all assessments are paid in full at the time of nomination/election; and, the member's right to vote and run for office has not been suspended due to violation of the Association's operating rules, Declaration of Covenants, Conditions and Restrictions, By-Laws or Articles of Incorporation (Collectively the "Governing Documents"). Once elected, a director shall also be required to remain current in the payment of regular and special assessments; and, not suspended due to violations of the Association's Governing Documents.
2. Any member can nominate any other member, including themselves, as a candidate for the Board of Directors by submitting a written statement that they are nominating the person named as a candidate and including their address and telephone number to the Board of Directors or the Association's manager. Nominations shall begin at least three (3) months seven (7) days prior to the meeting scheduled to count and tabulate the election ballots.
3. The Association shall disqualify a person from a nomination as a candidate for not being a member of the Association at the time of the nomination; or at such time as the Association learns the member is not a member. The Association may also disqualify a candidate:
  - (A) If another person who holds a joint ownership in the same separate interest parcel and the other person is nominated or currently serving on the board.
  - (B) If that person has been a member for less than one year;
  - (C) If the person has a criminal conviction preventing the association from purchasing a Civil Code Section 5806 Fidelity Bond, or if such conviction would cause the existing bond coverage to terminate should the person be elected;
  - (D) If the person is not current in the payment of regular or special assessments, unless:
    - a. The assessment was paid under protest;
    - b. The person has entered a payment plan to repay the assessments; or,

- c. The person has not been provided the opportunity to engage in internal dispute resolution;
- (E) If the person is currently in violation of the Association's Governing Documents.

### **Voting.**

1. All Members of the Association as of the date the election or vote shall be qualified to vote in that election unless they are in violation of the Association's Governing Documents or they are not current in the payment of their assessments.
2. All Members shall have the voting power assigned them in the Association's Governing Documents.
3. Members may use proxies in voting pursuant to the power granted them to use proxies in the Association's Governing Documents. However, all proxies issued for an election that directs the way the proxy holder is to cast the vote shall be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain. The proxy holder shall then cast the member's vote by secret ballot.

If a person is the holder of a general or specific power of attorney for a member, the ballot may be issued to the holder of the power unless the power of attorney or the member directs otherwise. The holder of the power of attorney must return the ballot in a timely manner, i.e. before the ballots are counted and tabulated, or the ballot will not be counted

Members shall not be denied a ballot for any reason other than as set forth in these Election and Voting Rules.

4. The voting period for an election shall be set for a time period beginning at least 30 days before the deadline for voting, i.e. the meeting to count the ballots); and, ballots must be distributed at the commencement of the voting period. The voting poll shall close at the commencement of the Election Inspector's tabulation and counting of ballots on the date of the meeting for counting and tabulating the ballots. However, the Election Inspector, at his or her sole discretion, may accept ballots after the commencement of the counting and up to the final tabulation and count, but in no event may ballots be accepted after the Election Inspector has announced the final tabulation and count.
5. All elections regarding assessments, selection of member of the Board of Directors, amendments to the governing documents, or granting of exclusive use of the common area shall be held by secret ballot in accordance with the procedures set forth in this section.

### **Notice Requirements.**

The Association shall comply with the following Notice Requirements:

- (A) At least 30 days before the deadline for submitting Nominations, the Association shall provide notice of the procedure and deadline for submitting nominations.

- (B) The deadline for submitting Nominations shall be at least 7 days before the date (60 days before the meeting to count and tabulate the ballots) when the following general notice, containing the following information, is distributed to the members:
  - a. A list of the candidates who will be placed on the ballot;
  - b. Date, time and address where ballots may be mailed or delivered to the Election Inspector;
  - c. Date, time and location of the meeting to count the ballots.
- (C) The deadline for the distribution of ballots shall be at least 30 days after the General Notice in (B) above is distributed; and, at least 30 days before the scheduled meeting to count and tabulate the ballots.

### **Ballots.**

1. Ballots and two pre-addressed envelopes with instructions on how to return ballots shall be mailed by first-class mail or delivered by the association to every member not less than 30 days before the deadline for voting. In order to preserve confidentiality, a voter may not be identified by name, address, lot, parcel, or unit number on the ballot. The association shall use the following procedures for ensuring confidentiality of ballots:

(A) The ballot itself is not signed by the voter but is inserted into a provided 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, address, and lot or parcel, or unit number that entitles him or her to vote.

(B) 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.

### **Independent Election Inspector.**

1. The Board of Directors shall appoint one independent third party as an inspector of election. An inspector may not be a person, business entity, or subdivision of a business entity who is currently employed or under contract to the association for any compensable service other than serving as an inspector of elections. The inspector shall do all the following:

- (A) Determine the number of memberships entitled to vote and the voting power of each.
- (B) At least 30 days before the election, deliver, or cause to be delivered, to each member of the Association, the following documents:
  - a. The Ballot and return envelopes;
  - b. A copy of these Election & Voting Rules (which may not be amended within 90 days of an election); and,

- c. The Notice of the meeting to count and tabulate the ballots.
- (C) Correct, within two business days, any member or candidate reported errors in the candidate registration or voter list.
- (D) Determine the authenticity, validity, and effect of proxies, if any.
- (E) Receive ballots.
- (F) Hear and determine all challenges and questions in any way arising out of or in connection with right to vote.
- (G) Count and tabulate all votes. Counting and tabulation shall occur at a properly noticed open meeting of the Board of Directors or members. 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 an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated. The Election Inspector may appoint independent third parties to assist in the counting and tabulation of votes.
- (H) Determine when the polls shall close.
- (I) Determine the result of the election. The 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.
- (J) Perform any acts as may be proper to conduct the election with fairness to all members in accordance with this section and all applicable rules of the association regarding the conduct of the election that are not in conflict with this section.

2. An inspector of election shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as practical, and in a manner that protects the interest of all members of the association. Any report made by the inspector of elections is prima facie evidence of the facts stated in the report.

3. The sealed ballots, signed voter envelopes, candidates, voter, proxies, voter list (Which shall include the member's name, their Association complex address, and, if applicable, their mailing address; [member's may verify their information at any time prior to 30 days before the ballots are distributed]) and candidate registration list shall at all times be in the custody of the inspector of election or at a location designated by the inspector until the date scheduled for the tabulation of the vote; and, until the time allowed by Section 5145 for challenging the election has expired, at which time the custody shall be transferred to the Association. If there is a demand to inspect the ballots or a challenge to the election, the Election Inspector shall make the ballots available to the requesting member or the member's authorized representative. On the date of the tabulation and counting the sealed ballots may be transported to the location of the



meeting to count and tabulate the ballots. Any recount shall be conducted in a manner that preserves the confidentiality of the vote.

### **Election Results and Procedures.**

1. The results of the election shall be promptly reported to the Board of Directors of the association by the elections inspector 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.
2. Within fifteen (15) days of the election, the Board of Directors shall notify the membership, in writing, of the results of the election in a communication to all members.
3. After tabulation, all election material, including ballots shall be stored by the Election Inspector in a secure place for no less than the time period set forth in Civil Code Section 5145 for challenging the election. In the event of a recount or other challenge to the election process, the Election Inspector shall, upon written request, make the election material available for inspection and review by association members or their authorized representatives.