



Newport Shores Community Association

910 Calle Negocio, Suite 200, San Clemente, CA 92673
Office (949) 661-7767 Fax (949) 661-5696

Parking Enforcement & Most Frequently Ask Questions

On February 5, 2008, the NSCA Board of Directors adopted revised rules for parking on NSCA property. The rules are simple and for the benefit of our membership as a whole:

The NSCA parking is for facility use ONLY. Violators will be towed. Extended parking may be granted by special permission and you must contact AMMCOR prior to use.

Members periodically contact AMMCOR and ask general questions regarding parking. Here is a sampling of the types of questions and the response from the NSCA Board:

1. As a NSCA member, am I allowed to park at the clubhouse when all on street parking is exhausted?

Answer: Yes, as long as this is the last resort and you should move your vehicle when parking becomes available on the street – NO LATER than that evening or by 9:00 a.m. the next morning. Please do NOT park directly in front of the clubhouse and utilize the seven (7) median Island parking spaces on Canal Circle as your first choice.

2. As a NSCA Member, am I allowed to park at the clubhouse on street sweeping days?

Answer: This practice is allowed only after ALL on-street available public parking is utilized and you car must be moved by 1:00 p.m. the same day. The clubhouse parking should NOT be your first choice on street sweeping days or for overnight parking.

3. As a NSCA member, am I allowed to store my car at the clubhouse if I am out of town on business or vacation?

Answer: The NSCA Board will allow this on a limited basis, based on availability and other activities planned at the clubhouse. Prior approval from AMMCOR is required before use. Recreational or commercial vehicles, trailers, boats, etc are not allowed.

4. What kind of information will I need to provide in order to obtain extended parking approval?

Answer: Name, address, cell number, vehicle information, email address, emergency contact and reason for needing extended parking. In addition, a member's vehicle may NOT utilize the clubhouse parking unless their own garage is utilized for at least one car.

5. What happens if I requested extended parking and there is no more spaces available?

Answer: Parking is on a first come first serve basis and NSCA cannot ensure that there will always be enough even though extended parking permission was obtained.

6. Will I be towed if I park at the Clubhouse even though I am a NSCA Member?

Answer: Maybe. The parking is clearly marked for clubhouse use only. If you park there in the evening hours after the facility closes (10:00 p.m.) and move your vehicle before 9:00 a.m. you will not be towed. This should be your last resort for parking and all on-street parking should be utilized prior to using the clubhouse parking. Please do NOT park directly in front of the clubhouse and utilize the seven (7) median Island parking spaces on Canal Circle as your first choice.

7. Are guests visiting my home allowed to park at the clubhouse?

Answer: Maybe. Please Notify AMMCOR if more than two guest vehicles are expected to use the clubhouse parking to confirm there is NO conflict with other clubhouse events or uses. Your guest should use this as the last resort and all on-street parking should be utilized prior to using the clubhouse parking. Please do NOT have your guest park directly in front of the clubhouse and have them utilize the seven (7) median Island parking spaces on Canal Circle as their first choice.

NEWPORT SHORES COMMUNITY ASSOCIATION

FACILITY RULES AND REGULATIONS

JULY 2008

(Revised July 2010)

(Revised May 2011)

(Revised April 2013)

TABLE OF CONTENTS

INTRODUCTION	3
FACILITY RULES AND REGULATIONS	4
Facility Hours	4
General Facility Use Regulations	4
Guest Privileges	5
Events/Parties	5
Group or Reoccurring Functions	6
POOL AREA REGULATIONS	6
Pool use rules	6
PLAYGROUND AREA RULES	7
SPORT COURT RULES	7
Tennis Court Rules	7
Basketball Court Rules	8
Volleyball Court Rules	8
BARBECUE RULES AND REGULATIONS	8
ENFORCEMENT	8

INTRODUCTION

The following rules and regulations were prepared and adopted by the NSCA Board of Directors (July 2008 and Revised July 2010).

These Rules and Regulations shall apply to all members of the Newport Shores Community Association (hereinafter referred to as the NSCA), whether they are owners, the family of owners, friends, guests or tenants. It is the responsibility of the members to inform their family, friends, guests, and tenants of these Rules and Regulations.

These Rules and Regulations have been established for the purpose of safety, the preservation of the Association's property and the enjoyment and benefit of the Association's members and their guests. These Rules and Regulations are adopted pursuant to the authority granted the NSCA's Board of Directors by the NSCA governing documents and applicable law.

The Facility is reserved for the exclusive use of NSCA members and their accompanied guest(s). An assigned key is required for admittance to the Facility. Only Members in good standing will be allowed admittance to the facility. Any homeowner may delegate their right of enjoyment of the Facilities to their tenants who reside on their property. Such homeowner shall notify the Management Company (AMMCOR Management) in writing of the name of any such tenant. The rights and privileges of such tenant are subject to suspension to the same extent as those of the homeowner.

FACILITY RULES AND REGULATIONS

Facility Hours

Facility hours are 6 a.m. - 10 p.m. Sunday through Thursday and 6 a.m. – 11 p.m. Friday and Saturday. Anyone inside the fenced area outside of these hours is trespassing and subject to arrest.

General Facility Use Regulations

1. ALL PERSONS USING THE FACILITY WILL DO SO AT THEIR OWN RISK.
2. NSCA assumes no responsibility for accidents or injury in connection with such use or for the loss or damage to personal property.
3. During any period in which a homeowner is in default in the payment of annual dues or special assessment levied by the association, the right to use the Facility may be suspended by the board of directors until the dues and/or assessment are paid.
4. Individual NSCA Members are financially responsible for any damages, breakage, or labor charges caused by misuse of NSCA property by the member, tenants, their children, or their guest(s).
5. For the safety of our children and our facilities, you must close and lock all gates behind you when entering or exiting. Any member allowing or giving access to the Facility to any individual accepts responsibility and liability for that individual.
6. Members must have their Facility Key with them at all times and may be asked to present it at anytime to verify membership. In the event of a lost key, all requests for a replacement key must be in writing to AMMCORAMMCOR Management. The cost of a replacement key is \$50.
7. The NSCA property is designated as a NO SMOKING facility. NO SMOKING is permitted anywhere within the NSCA facilities at anytime.
8. Bounce houses are allowed during the off season months (Labor Day weekend through Memorial Day weekend) on the Beach area between the Volleyball Court and the Barbeques. Bounce houses are NOT allowed in the Summer months without special permission of the Board and only on a limited basis. Members are required to apply for Bounce House use through AMMCOR Management.
9. No pets or animals are allowed in the facility at any time, except for service animals
10. No climbing on gates, fences or furniture is permitted.
11. The Clubhouse and adjoining courtyard or Barbecue patio and adjacent Sand Beach Area can be rented and reserved through AMMCOR Management. NO OTHER AREAS OF THE FACILITY CAN BE RESERVED. Use of all areas including but not limited to the, Pool Deck, Basketball, Tennis Courts, Playground and Beach MUST BE SHARED. Please be considerate of other members
12. No one under the age of 14 years permitted without parent/guardian or lifeguard on duty
13. Consumption of alcoholic beverages is permitted for NSCA members and guest(s) 21 years of age or older.
14. No riding of bicycles, skateboards or other vehicles allowed in the facility areas.
15. No advertising or notices of any kind may be placed on facilities.
16. No vending of any kind permitted inside the Facilities without prior written approval from the NSCA Board of Directors.

17. In order to prevent the use of the Facility by non-members, especially during the peak summer season, a security person may be posted at the gate to verify NSCA membership in good standing. Always be prepared to show your pool key and identification to any security, lifeguard or fellow member when requested.
18. NSCA Members may not use the pool area for storage of personal property. All items left in the lost and found for more than seven days will be discarded.

Guest Privileges

1. At all times guest(s) must be accompanied by a NSCA member that is at least 18 years of age or older.
2. At no time may a facility key be given or “loaned out” to any non-resident. This will result in the loss of facility privileges.
3. NSCA Member households are permitted twelve (12) People at any one time. Members must contact AMMCOR Management if they feel special consideration for additional people is needed or they must rent the Clubhouse or Barbecue Area for up to 40 people
4. No hosted event of more than 12 people is allowed without a Clubhouse or Barbeque Area rental.
5. Members assume full responsibility for the conduct of their guest(s).

Events/Parties

1. NSCA members may use the facilities for entertaining. This does not preclude other association members from using the facilities at the same time. Only the Clubhouse and open adjoining courtyard or BARBECUE and adjacent beach area may be reserved. All other areas must be shared and accessible to all members.
2. The clubhouse and open adjoining courtyard or Barbecue Patio and adjacent beach area may be reserved for parties or other activities by filling out and signing the application form. Reservations and the application are available through AMMCOR Management by calling (949) 661-7767 or online at Newportsca.com.
3. The NSCA host is responsible for the behavior of guests and adherence to all Facility rules.
4. NSCA Member is responsible for all trash, order of deck furniture, and monitoring alcohol consumption.
5. Filled trashcans must be emptied in the large Dumpster located through the door at the end of the hallway between the restrooms.
6. If the pool will be used as part of the function Lifeguards must be hired according to the number of guests attending. A lifeguard can be arranged through Aquatics Director Anthony Iacopetti at OCACINC@gmail.com or 714 369-9555.
7. The following scale will be used to determine the number of lifeguards required at a child’s event in which the pool will be used at the Aquatics Director’s discretion:

Number of Children	Number of Lifeguards
1 -20	1
21-40	2

Group or Reoccurring Functions

1. Any group or reoccurring function must have prior written approval of the Board of Directors.
2. The group must have separate liability insurance with levels acceptable to the NSCA Board and with the NSCA named as an additional insured.
3. All parties involved must sign a Release of Liability and Indemnity Agreement prior to participation.
4. Reoccurring group sessions will be limited to 15 participants. Majority of participants must be members of the NSCA.
5. The group or function must have a group leader who is a NSCA member that agrees in writing to be responsible for ensuring the rules of the facility are enforced and will be financially responsible for any damages caused by the group during their use of the facilities.
6. Permission to use the association facilities may be revoked by the NSCA Board at any time.

POOL AREA REGULATIONS

THERE IS NO LIFEGUARD ON DUTY. ALL MEMBERS/TENANTS OR GUESTS USE THE POOL FACILITIES AT THEIR OWN RISK. ALL POSTED SIGNS, POOL RULES, COUNTY AND CITY REGULATIONS MUST BE OBEYED. PARENTS ARE RESPONSIBLE FOR THE CONDUCT OF THEIR CHILDREN.

NSCA pool is for the exclusive use of members, their family and their authorized guests. Each household is permitted to bring up to 6 guests. Children (under 18) are not permitted to bring non-resident guests unless accompanied by a resident adult. Members must accompany their guests at all times.

Pool use rules

1. ALL PERSONS USING THE POOL WILL DO SO AT THEIR OWN RISK.
2. NSCA assumes no responsibility for accidents or injury in connection with such use or for the loss of damage to personal property.
3. All Gates must be closed and locked at all times. Any member allowing or giving access to the pool area to any individual accepts responsibility and liability for that individual.
4. Children eight (8) or older who demonstrate their ability to swim (swim test) to the satisfaction of the lifeguard are permitted in the pool area without adult supervision when a LIFEGUARD IS ON DUTY.
5. Glass containers and other breakable objects are prohibited in the pool area
6. No Food and Drinks allowed in the pool.
7. Proper swimwear is required. No cut-offs or clothing other than swimsuits are permitted in the pool.
8. Swim Pants ARE REQUIRED for all children not toilet trained; disposable swim diapers ARE NOT PERMITTED. Swim pants are available for purchase from the Lifeguard.
9. Floatation devices are allowed at the discretion of the lifeguard or when such use does not hinder the use of the pool by any other person. No hardboards allowed at any time
10. No running is allowed in the pool area. No pushing or throwing anyone in the pool. Dangerous games are prohibited.
11. NO DIVING ALLOWED.

12. Only Lap swimming allowed in designated lap swimming lanes.
13. No climbing, sitting or standing on laps lane lines is permitted
14. Air tanks, weight belts and other related diving equipment are prohibited.
15. When using radios, please be considerate of other members.
16. **LIFEGUARDS ON DUTY HAVE THE AUTHORITY TO ENFORCE THESE RULES AND MAY EXPEL ANYONE AT ANY TIME FOR MISBEHAVIOR, USE OF ABUSIVE OR FOUL LANGUAGE, OR APPARENT INTOXICATION. THOSE INDIVIDUALS SO EXPELLED MAY NOT RETURN TO THE POOL AREA UNTIL THE FOLLOWING DAY. LONGER EXPULSION MAY BE ENFORCED FOR REPEATED OR DANGEROUS OFFENSES. ALL MEMBERS AND GUESTS ARE EXPECTED TO RESPECT THE LIFEGUARD'S AUTHORITY AND DIRECTION.**
17. These rules may be amended without notice, if necessary, to promote safety, to comply with the board of health, or to protect our community property.

PLAYGROUND AREA RULES

1. Use of Play Area is at your own risk.
2. Adult supervision of all children under 4 is required within the fenced playground area.

SPORTS COURT RULES

Tennis Court Rules

1. Use of tennis courts is at your own risk.
2. Proper attire and shoes are required. Only rubber-soled tennis shoes are allowed on the playing surface. No black or other hard-soled shoes are permitted.
3. Tennis courts are for playing tennis only.
4. Doubles play is restricted to 1-1/2 hours and singles play is restricted to 1 hour.
5. Please close the gate when leaving the tennis court and dispose of any trash in the containers located outside the gates.
6. Large tennis classes are not permitted on the court areas.
7. Individualized tennis instruction is permitted only when the instruction is at the request of an owner and the owner is present at the time of instruction.
 - (a) Tennis instruction is limited to 4 persons total, inclusive of the member, the instructor, and up to 2 other persons.
 - (b) The instructor and all non-members in the class shall be a guests of the member, and the member shall be the sponsor of the instruction and responsible for the conduct of the instructor and the others in the class while in the community.
 - (c) The instructor must maintain liability insurance acceptable to the NSCA covering the instructor's activities while at the NSCA's facilities.
 - (d) Proof of liability insurance must be submitted to the NSCA Board of Directors prior to commencement of instruction. Liability coverage must name the NSCA as an additional insured under the policy.
 - (e) In order to ensure the use and enjoyment of the community facilities by members, NSCA may restrict the times and locations of instruction. NSCA may also revoke the use of the court areas for instruction at any time.
 - (f) No keys for the facility shall be given to instructors or guests.

Basketball Court Rules

1. Use of basketball court is at your own risk.
2. Proper attire and shoes are required. Only rubber-soled tennis shoes are allowed on the playing surface. No black or other hard-soled shoes are permitted.
3. Basketball Court is for basketball playing only.
4. Challenge play.

Volleyball Court Rules

1. Use of Volleyball court is at your own risk.
2. Challenge play.

BARBECUE RULES AND REGULATIONS

1. Use of the Barbecue's are at your own risk
2. No large organized parties should be held in the Barbecue area without specific permission from AMMCOR Management or NSCA Board. Even if reserved, one Barbecue grill must remain open for the use of all members and their guests. Please be courteous.
3. You must clean up and full trash cans are to be emptied at dumpster between restrooms. Extra trash liners are at the bottom of each can.
4. Glass or breakable containers should not be used. Please utilize plastic or paper cups when in the Barbecue area.

ENFORCEMENT

These Rules and Regulations have been established for the purpose of safety, the preservation of the Association's value and property and the enjoyment and benefit of the Association's members and their guests. When there is no lifeguard or security personal on duty it is your responsibility as a NSCA member to help enforce these Rules and Regulations.

CALL THE NEWPORT BEACH POLICE DEPARTMENT AT 644-3731 IF:

1. People are using the facilities after hours.
2. You suspect illegal use of the facilities.
3. There is intentional abuse of facilities

APPLICATION FOR CLUBHOUSE RENTAL

NEWPORT SHORES COMMUNITY ASSOCIATION (NSCA)

**511 Canal Street
Newport Beach, CA 92663**

Date of Application _____

Name of Applicant _____
(Must be Newport Shores Homeowner of Record)

Address _____

Home Telephone _____

Work Telephone _____

Date of Function _____ Time From: _____ to _____

Briefly state intended purpose of function: _____

Expected Attendance: ADULTS: _____ CHILDREN: _____

(Maximum of 40 people allowed)

Will alcoholic beverages be served? _____ Do you intend to use the pool? _____

Entertainment: Yes _____ No _____ Describe: _____

Important Points:

- **Remember Clubhouse rental only provides exclusive use of the Clubhouse. All other areas including pool, tennis court, volleyball court, basketball area, barbecue area and children's playground, MUST BE SHARED and accessible to other members.** Initials
- **No Bounce houses allowed during the summer season Memorial weekend through Labor Day weekend** Initials
- **Applicant needs to provide AMMCOR with a certificate of liability insurance naming Newport Shores Community Association (NSCA) as an "ADDITIONAL NAMED INSURED" in the amount of \$300,000."** Initials

Homeowners Insurance Agent's Name, Address and Telephone Number _____

Certificate of Insurance must accompany this Application

APPLICATION FOR CLUBHOUSE RENTAL

**NEWPORT SHORES COMMUNITY ASSOCIATION (NSCA)
511 Canal Street
Newport Beach, CA 92663**

Disclaimer: NSCA is not responsible for lost, damaged or stolen property of applicant, guest or person(s) employed or contracted by applicant for this engagement. I have read the "Clubhouse rental Rules and Requirements" and agree to comply fully with the provisions. I am responsible for cleaning the facilities and all damages that should occur as a result of the above requested function. I am also personally responsible for seeing that the Clubhouse facilities are secure before leaving the premises. In the event that any controversy should arise under this Agreement, I agree to pay NSCA reasonable attorney's fees incurred by NSCA if I am found responsible.

In consideration of the NSCA rental of the NSCA Clubhouse, I hereby agree to hold NSCA harmless from any and all personal injuries and/or personal damages caused to anyone, of whatever nature, whether by intentional or negligent act of omission, as a result of said Clubhouse rental. Additionally, I hereby agree to indemnify and reimburse NSCA for any property damages resulting from the clubhouse rental.

I have read and fully understand and agree with the rental requirements and conditions.

Property Owner's Signature

Date



Newport Shores Community Association

1062 Calle Negocio, Suite F, San Clemente, CA 92673

Office (949) 661-7767 Fax (949) 661-5696

Clubhouse Rental Rules and Requirements

April 2, 2013

It is the goal of the Newport Shores Community Association to provide fair and equal access to the public areas within our community. Since the Clubhouse and surrounding facilities are our greatest assets, we want to encourage everyone to utilize these areas while at the same time ensure that the facilities will be here for years to come. To that end, rules and guidelines have been established. They have been written for the good of the whole community. Cooperation, thoughtfulness and common sense should be exercised when using the common areas of the Newport Shores Community Association.

Please read the following information carefully and return a signed copy to AMMCOR. Initial the bottom of each page certifying that you have read, understand and agree to comply with these rules. In consideration of permission to use the NSCA Clubhouse, the undersigned applicant agrees as follows:

1. Newport Shores Community Association (NSCA) members in good standing and in full compliance with the association by-laws, governing documents and rules and regulations of the community, including payment in full of all assessments, have the right and privilege to reserve and rent the Clubhouse.
2. The homeowner making the reservation must submit to AMMCOR a signed Application, this Facility Rental Rules document signed and each page initialed. Each applicant must provide AMMCOR with a certificate of liability insurance naming Newport Shores Community Association (NSCA) as an "ADDITIONAL NAMED INSURED" in the amount of \$300,000. No confirmation is implied by this acceptance. The needed forms may be obtained and submitted to AMMCOR, 1062 Calle Negocio, Suite F, San Clemente, CA 92673. Their phone number is 949-661-7767 and fax number is 949-661-5696. Keys will be delivered 2 days before the event.
3. Reservations will be accepted 90 days in advance and will be on a first come, first served basis.
4. The reservation is for the exclusive use of the enclosed area of the Clubhouse and the use of the adjoining courtyard. . The outdoor areas including the pool, tennis court, volleyball court, basketball area, and children's playground cannot be reserved and **MUST BE SHARED AND ACCESSIBLE TO ALL MEMBERS.**

5. Events may be held between the hours of 7 a.m. through 10 p.m. Monday through Sunday. Only one function may be held per day except on the weekends (Fri-Sun). Then only two functions can be held on the weekend (Fri-Sun) with one function on Friday and only one function allowed either on Saturday or Sunday. The Clubhouse may not be reserved on federal or state holidays. In the event of a short notice rental request, the Executive Board of NSCA may approve the rental if there is not time for the full board to meet. The Clubhouse must be rented one event at a time. It may not be rented on a repeating weekly or monthly basis.
6. Not more than 40 persons will be permitted to attend any one function.
7. Applicant will clean the Clubhouse and all areas used immediately after use. Applicant understands that cleanup on the day following such use is not permitted and agrees to follow the clean up and lock up instructions. Keys to the Clubhouse will be delivered to your home the evening prior to your rental day. Keys are to be left in the mail slot at the clubhouse (outside the front gate) immediately following the event. All Clubhouse doors must be closed and locked following the event. Vandalism resulting from unlocked doors will be the responsibility of the homeowner making the rental.
8. Fee Schedule – All fees, including the security deposit must be submitted with the application. Personal checks are allowed if received more than 10 days prior to the planned event. Fees received within 10 days of the event shall be made by cashiers check or cash.
 - a) \$50.00 rental fee per event.
 - b) \$100.00 security deposit, which will be refunded within 14 days of the event, providing the premises are left in good condition and repair, and there is no damage or breakage. The Clubhouse must be clean, undamaged, locked and secured, and the keys must be returned on time. Those failing to observe these rules, causing disruption of the following day operations will be charged an additional rental fee.
 - c) Failure to clean the Clubhouse and all areas used clean and in good repair will result in third party cleaning fees and will be charged against the security deposit and may result in additional charges if required for cleaning and repair.
 - d) All trash cans must be emptied in the large dumpster located through the door at the end of the hallway between the restrooms.
 - e) The Management Company may determine that a Security Guard may be required to insure the safety of the building and equipment. The user through AMMCOR will engage this service.
 - f) If the pool area is to be used as part of this function, the cost of additional lifeguard(s) will be the responsibility of the homeowner renting the clubhouse. This is in effect whether or not Newport Shores Community Association has a lifeguard on duty. If an additional lifeguard has not been arranged and paid on the day of the function, the fee will be deducted from the security deposit. A lifeguard

can be arranged through the NSCA Aquatics Director, Anthony Iacopetti, at OCACINC@gmail.com or by phone at 714 369-9555.

- g) No materials may be affixed to the premises and no posters, screens or other materials may be taped to the Clubhouse walls.
- h) The following scale will be used to determine the number of lifeguards required at a child's event in which the pool will be used:

Number of Children	Number of lifeguards
1-20	1
21-40	2

- 9. The sound of music and other entertainment shall be maintained at a level that will not cause a disturbance to homes in the vicinity of the Clubhouse. The placement of all speakers for amplified music, whether live or stereo should not be directed towards any existing homes.
Chapter 10.28 of the Municipal Code of The City of Newport Beach requires a permit for any function that has amplified music either live or stereo. This may be obtained from the revenue division at 3300 Newport Boulevard (949-644-3141). The fee as of January 2003 is \$35.00. This takes approximately 10 days to be issued. This code also states that amplified music cannot be used between the hours of 8:00 p.m. and 8:00 a.m.
- 10. Association events for the entire NSCA membership take precedent over an individual member's reservation. Although every effort will be made not to book conflicting events, the renting member acknowledges that in the event of a conflict, the Association event has priority and the individual will receive a full refund for any fees paid. No other compensation will be paid
- 11. AMMCOR will take every reasonable precaution not to accept conflicting or duplicate reservations from individual members. Should a conflict occur, all renting members acknowledge and agree that the member who was first approved has priority. The second member will receive a full refund of fees but is not entitled to any other compensation.
- 12. All NSCA Facility Rules and Regulations must be adhered to at all time
- 13. Alcohol abuse and underage drinking will result in immediate notification of the police.
- 14. Smoking is not permitted anywhere on NSCA premises.
- 15. No wheeled vehicles or toys, including bikes, skateboards, skates or scooters, are permitted on association property at any time.

16. No pets are permitted on association property at any time.
17. At the discretion of AMMCOR and under the direction provided by the NSCA Board of Directors, any violation of the facility guidelines and requirements may lead to one of the following:
 - a. Immediate termination of the reservation
 - b. Forfeiture of the security deposit
 - c. Permanent loss of future clubhouse facility rental privileges
 - d. Deactivation of pool key
18. NSCA has sole discretion to grant or deny applications for the rental or use of the Clubhouse or to impose such conditions on use as NSCA may deem appropriate. Further, NSCA reserves the right to discontinue any use of the Clubhouse, if in the sole discretion of NSCA, such use violates NSCA rules or jeopardizes the peace, quiet, safety, or property of NSCA or its members. APPLICANTS AGREE TO COOPERATE WITH AND ASSIST NSCA IN DISCONTINUING USE UPON REQUEST BY AN NSCA BOARD MEMBER
19. A Board Member, or representative, may contact you for further information.

I have read and fully understand and agree with the rental requirements and conditions.

Property Owner's Signature

Date



Newport Shores Community Association

910 Calle Negocio, Ste. 200 San Clemente, CA 92673
Office (949) 661-7767 Fax (949) 661-5696

BBQ PATIO AND ADJACENT SAND BEACH RESERVATION POLICY (Adopted June 7th, 2011)

BBQ Patio and adjacent Sand Beach events have become increasingly popular for birthdays and various celebrations. As a result, the Board developed a BBQ Use policy in 2008 that tried to insure the continued enjoyment of the Clubhouse for our members as well as the safety of those using the BBQ area. The Board adopted the following updated BBQ Patio and Sand Beach Reservation Policy on June 7th, 2011.

1. Members must reserve the BBQ Patio area through the AMMCOR Management Company and be approved prior to large organized use (13 or more people to a maximum of 40). A \$50 reservation fee will apply for a maximum six (6) hour period.
2. A BBQ Area Reservation allows the exclusive use of the covered patio area, the two (2) picnic tables, BBQs and beach area immediately adjacent to the BBQs between the volleyball court and wall. However, one BBQ, the volleyball court and playground areas must remain available to other members at all times.
3. The homeowner making the reservation shall provide AMMCOR with a certificate of liability insurance in the amount of \$300,000.
4. BBQ area reservations are permitted Monday thru Saturday (excluding holidays and holiday weekends). BBQ area reservations/events may be allowed on Sundays during the off season only with special permission of the Board.
5. A \$50 cleaning fee will be applied to the members account if trash cans are not emptied into the dumpster and the BBQ area is left in an unacceptable manner immediately after completion of the reservation use.
6. Violations of any part of this policy may result in a \$100 fee being applied to the members account and possible loss of Clubhouse use privileges. All Clubhouse Facility Rules apply during rentals.

Should you have any questions about this matter you may contact the management company at 949/661-7767, extension 232 and ask to speak with George Harvey. You may also e-mail him at Gharvey@ammcor.com.

APPLICATION FOR BBQ AREA RENTAL

**NEWPORT SHORES COMMUNITY ASSOCIATION (NSCA)
511 Canal Street
Newport Beach, CA 92663**

Date of Application _____

Name of Applicant _____
(Must be Newport Shores Homeowner of Record)

Address _____

Home Telephone _____

Work Telephone _____

Date of Function _____ Time From: _____ to _____

Briefly state intended purpose of function: _____

Expected Attendance: ADULTS: _____ CHILDREN: _____

(Maximum of 40 people allowed)

Will alcoholic beverages be served? _____ Do you intend to use the pool? _____

Entertainment: Yes _____ No _____ Describe: _____

Important Points:

- Remember BBQ rental only provides exclusive use of the covered BBQ area and one BBQ Grill. One grill must remain open for other members. All other areas including pool, tennis court, volleyball court, basketball area, and children's playground, **MUST BE SHARED** and accessible to other members. Initials
- No Bounce houses allowed during the summer season Memorial weekend thorough Labor Day weekend Initials
- Applicant needs to provide AMMCOR with a certificate of liability insurance naming Newport Shores Community Association (NSCA) as an "ADDITIONAL NAMED INSURED" in the amount of \$300,000." Initials

Homeowners Insurance Agent's Name, Address and Telephone Number _____

Certificate of Insurance must accompany this Application

APPLICATION FOR BBQ AREA RENTAL

**NEWPORT SHORES COMMUNITY ASSOCIATION (NSCA)
511 Canal Street
Newport Beach, CA 92663**

Disclaimer: NSCA is not responsible for lost, damaged or stolen property of applicant, guest or person(s) employed or contracted by applicant for this engagement. I have read the "Clubhouse rental Rules and Requirements" and agree to comply fully with the provisions. I am responsible for cleaning the facilities and all damages that should occur as a result of the above requested function. I am also personally responsible for seeing that the Clubhouse facilities are secure before leaving the premises. In the event that any controversy should arise under this Agreement, I agree to pay NSCA reasonable attorney's fees incurred by NSCA if I am found responsible.

In consideration of the NSCA rental of the NSCA Clubhouse, I hereby agree to hold NSCA harmless from any and all personal injuries and/or personal damages caused to anyone, of whatever nature, whether by intentional or negligent act of omission, as a result of said Clubhouse rental. Additionally, I hereby agree to indemnify and reimburse NSCA for any property damages resulting from the clubhouse rental.

I have read and fully understand and agree with the rental requirements and conditions.

Property Owner's Signature

Date



Newport Shores Community Association

910 Calle Negocio, Ste. 200 San Clemente, CA 92673

Office (949) 661-7767 Fax (949) 661-5696

Barbeque Area Reservation Rules and Requirements

April 2, 2013

It is the goal of the Newport Shores Community Association to provide fair and equal access to the public areas within our community. Since the Clubhouse and surrounding facilities are our greatest assets, we want to encourage everyone to utilize these areas while at the same time ensure that the facilities will be here for years to come. To that end, rules and guidelines have been established. They have been written for the good of the whole community. Cooperation, thoughtfulness and common sense should be exercised when using the common areas of the Newport Shores Community Association.

Please read the following information carefully and return a signed copy to AMMCOR. Initial the bottom of each page certifying that you have read, understand and agree to comply with these rules. In consideration of permission to reserve the BBQ Patio and adjacent Sand Beach Area between the BBQ's and Volleyball Court, the undersigned applicant agrees as follows:

1. Newport Shores Community Association (NSCA) members in good standing and in full compliance with the association by-laws, governing documents and rules and regulations of the community, including payment in full of all assessments, have the right and privilege to reserve the BBQ Patio and adjacent Sand Beach Area between the BBQ's and Volleyball Court.
2. The homeowner making the reservation must submit to AMMCOR a signed Application, this Barbeque Area Reservations Rules and Requirements document signed and each page initialed. Each applicant must provide AMMCOR with a certificate of liability insurance naming Newport Shores Community Association (NSCA) as an "ADDITIONAL NAMED INSURED" in the amount of \$300,000. No confirmation is implied by this acceptance. The needed forms may be obtained and submitted to AMMCOR, 910 Calle Negocio, Ste. 200 San Clemente, CA 92673. Their phone number is 949-661-7767 and fax number is 949-661-5696.
3. Reservations will be accepted 90 days in advance and will be on a first come, first served basis.
4. The reservation is for the use of the BBQ Patio and adjacent Sand Beach Area between the BBQ's and Volleyball Court. The other outdoor areas including the pool, tennis court, volleyball court, basketball area and children's playground cannot be reserved and **MUST BE SHARED AND ACCESSIBLE TO ALL MEMBERS**. One BBQ Grill must also remain open for all members at all times.
5. Not more than 40 persons will be permitted to attend any one function.
6. Bounce houses are allowed during the off-season months (Labor Day weekend through Memorial Day weekend) on the Beach area between the Volleyball Court and the Barbeques. Bounce houses are **NOT** allowed in the summer months without special permission of the Board and only on a limited basis.

7. Events may be held between the hours of 7:00 a.m. through 10:00 p.m. Monday through Sunday. Only one function may be held per day except on the weekends (Fri-Sun). Then only two functions can be held on the weekend (Fri-Sun) with one function on Friday and only one function allowed either on Saturday or Sunday. BBQ Area rentals are not allowed on federal or state holidays. In the event of a short notice rental request, the Executive Board of NSCA may approve the rental if there is not time for the full board to meet. BBQ Area rentals are not allowed by a member or group of members on a repeating weekly or monthly basis.
8. Applicant will clean the Barbeque Patio and Sand Beach and all other utilized areas immediately after rental. Applicant understands that cleanup on the day following is not permitted and will be subject to a third party cleaning charge.
9. All fees must be submitted with the application. Personal checks are allowed if received more than 10 days prior to the planned event. Fees received within 10 days of the event shall be made by cashiers check or cash.
 - a) \$50.00 BBQ Area Use fee per event.
 - b) Failure to clean the Barbeque Patio and Sand Beach and all areas used will result in third party cleaning fees and will be charged against your homeowners account. .
 - c) All trashcans must be emptied in the large Dumpster located through the door at the end of the hallway between the restrooms.
 - d) If the pool area is to be used as part of this function, the cost of additional lifeguard(s) will be the responsibility of the homeowner renting the Barbeque Area. This is in effect whether or not Newport Shores Community Association has a lifeguard on duty. If an additional lifeguard has not been arranged and paid on the day of the function, the fee will be charged at the current lifeguard rate to your homeowners' account.. A lifeguard can be arranged through the NSCA Aquatics Director, Anthony Iacopetti, at OCACINC@gmail.com or by phone at 714 369-9555
 - e) The following scale will be used to determine the number of lifeguards required at a child's event in which the pool will be used:

Number of Children	Number of l lifeguards
1-20	1
21-40	2

10. The sound of music and other entertainment shall be maintained at a level that will not cause a disturbance to homes in the vicinity of NSCA Facilities. The placement of all speakers for amplified music, whether live or stereo should not be directed towards any existing homes.

Chapter 10.28 of the Municipal Code of The City of Newport Beach requires a permit for any function that has amplified music either live or stereo. This may be obtained from the revenue division at 3300 Newport Boulevard (949-644-3141). This takes approximately 10 days to be issued. This code also states that amplified music cannot be used between the hours of 8:00 p.m. and 8:00 a.m.

11. Association events for the entire NSCA membership take precedent over an individual member's reservation. Although every effort will be made not to book conflicting events, the renting member acknowledges that in the event of a conflict, the Association event has priority and the individual will receive a full refund for any fees paid. No other compensation will be paid.

12. AMMCOR will take every reasonable precaution not to accept conflicting or duplicate reservations from individual members. Should a conflict occur, all renting members acknowledge and agree that the member who was first approved has priority. The second member will receive a full refund of fees but is not entitled to any other compensation.
13. All NSCA Facility Rules and Regulations must be adhered to at all times (Copy Attached)
14. Alcohol abuse and underage drinking will result in immediate notification of the police.
15. Smoking is not permitted anywhere on NSCA premises.
16. No wheeled vehicles or toys, including bikes, skateboards, skates or scooters, are permitted on association property at any time.
17. No pets are permitted on association property at any time.
18. At the discretion of AMMCOR and under the direction provided by the NSCA Board of Directors, any violation of the facility guidelines and requirements may lead to one of the following:
 - a. Immediate termination of the reservation
 - b. Permanent loss of future facility rental privileges
 - c. Deactivation of pool key
 - d. Additional Fines
19. NSCA has sole discretion to grant or deny applications for the BBQ Area rental or to impose such conditions on its use as NSCA may deem appropriate. Further, NSCA reserves the right to discontinue any use of the BBQ Patio and adjacent Sand Beach Area, if in the sole discretion of NSCA, such use violates NSCA rules or jeopardizes the peace, quiet, safety, or property of NSCA or its members. **APPLICANTS AGREE TO COOPERATE WITH AND ASSIST NSCA IN DISCONTINUING USE UPON REQUEST BY AN NSCA BOARD MEMBER**
20. A Board Member, or representative, may contact you for further information.

I have read and fully understand and agree with the rental requirements and conditions.

Property Owner's Signature

Date

NEWPORT SHORES COMMUNITY ASSOCIATION

KEY REGISTRATION

(Please complete the following information requested)

Date: _____

Tenant's First and Last Name: _____

Owner's First and Last Name: _____

Property address: _____

Phone number: _____

Email address: _____

Please check one or more of the following boxes:

I have a key that I want as this Property's primary key and the number is:

I have extra keys with the following numbers:

I do not have a key and need a new one at a cost of \$50 (reason for replacement – lost, new owner, etc.): _____

Please return extra or any found keys to AMMCOR, at 1062 Calle Negocio, Suite F, San Clemente, CA 92673, or, for your convenience, drop them in mail slot at the clubhouse.

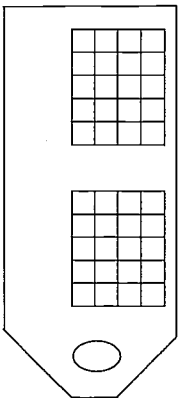
Per NSCA rules and regulations: Only one (1) key is allowed for each property. Cost for key replacement is \$50 made payable to NSCA. Please return this form with your payment to AMMCOR or, for your convenience, drop them in the mail slot at the clubhouse and notify AMMCOR that you have dropped it in the slot by calling 949-661-7767.

Note: If you are replacing an existing key, please note that the lost key will be de-programmed and made inoperable.

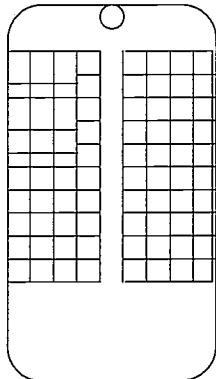
Old key # (if known) _____

Owner's signature _____

How to read your keys (two types – Square and Oval):



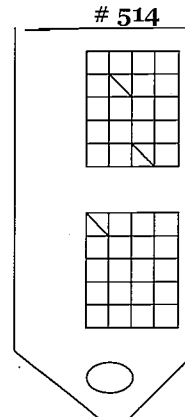
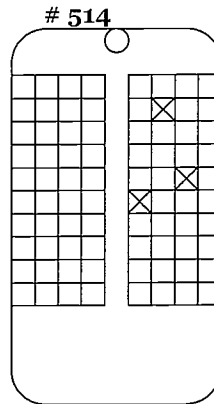
The numbers are down and across _ _ and marked with an "x" or a "/"



The numbers are down and across _ _ and marked with an "x" or a "/"

The

Example Keys



NEWPORT SHORES COMMUNITY ASSOCIATION COLLECTION PROCEDURES & POLICIES

For Collection of Delinquent Assessments

PROCEDURES:

Annual Assessments are due on the first (**1st**) day of March (the "due date") and are deemed delinquent if not received within 30 days or such time as set forth in the CC&Rs. Special assessments are due on the day specified and are delinquent if not received within 30 days of the due date or such time as set forth in the CC&Rs.

The mailing address for overnight payments to the Association or to its agent is:

c/o AMMCOR
910 Calle Negocio, Suite 200
San Clemente, CA 92673

If the account is delinquent for more than 45 days in any amount, or if the homeowner has passed a NSF check to the Association, or if the homeowner has breached a payment plan, or if a homeowner has made numerous late payments, overnight payments must be made by certified funds.

For any assessment not received within 30 days of the due date, a **Late Charge** as set forth in the CC&Rs is charged to the homeowners account, or if the CC&Rs are silent then a late charge equal to TEN DOLLARS (\$10.00) or 10% of the delinquent assessment whichever is greater, is thereafter charged to the homeowner's account. At the time that a Late Charge is posted to the owner's account, a collection processing charge of not less than \$25.00 shall also be assessed. **Thirty (30)** or more days after the due date, the Association or its agent, may prepare and send a letter to the homeowner, a late letter reminding the owner of the amounts past due and giving the homeowner a minimum of 10 days to bring the account current. The charge for this letter will not exceed \$25.00 plus costs. Additional letters and/or notices may be sent and charged to the homeowners account as deemed appropriate. Prior to the account being sent to legal counsel, for any amounts delinquent, payment in full and/or certified funds may be required by the Association to bring the account current.

In accordance with California Civil Code §1367.1, when an assessment becomes more than forty-five (45) days delinquent, the Association or its agent or attorney may prepare an **Intent to Lien** letter, which will be sent to the homeowner with information that the Association shall proceed to record a lien against the homeowner's property within the Association ("Property") in the event full payment is not received within **thirty (30) days**. With the Intent to Lien letter, a notice and offer will be sent to the homeowner of the homeowner's right to dispute an assessment debt by submitting a written request to meet with the Board pursuant to the California Civil Code commencing at section 1363.810. The collection charge to prepare and issue the Intent to Lien letter shall be a charged to and payable by the delinquent Owner(s) and shall not exceed \$195.00 plus costs. **Once the account is sent to the attorney to move forward with the collection process, all payments for delinquent amounts must be made to the Association's attorney on behalf of the Association, and certified funds may be requested. Once the account is sent to legal counsel for collection, payment in full may be required, unless a payment plan is accepted by the Association. If partial payments are received, these may be returned to the homeowner unless remaining sums due are immediately paid as requested by the Attorney.**

Should any delinquency remain unpaid after the expiration of the thirty (30) day period set forth in the Intent to Lien letter, at the direction of the Board a Notice of Delinquent Assessment Lien on behalf of the Association against the Owner's Property within the Association is prepared and recorded and mailed to the purported owner of record along with notice of the right to seek a meet and confer with the Board under California Civil Code commencing at 1363.810 or alternative dispute resolution under California Civil Code commencing at section 1369.510, before the foreclosure is commenced. The Association's agent or attorney is authorized to prepare, sign and issue this lien and notice. The delinquent owner's account shall be charged for the fees and costs associated with the preparation and recording of the assessment lien. These costs and fees shall not exceed \$425.00.

At least 30 days after the Notice of Delinquent Assessment Lien is recorded, if the account remains delinquent in any amount, the Association may elect to proceed with small claims. Alternatively, at least 30 days after the Notice of Delinquent Assessment Lien is recorded, if the account remains delinquent, in the principal assessment amount of not less than \$1,800 or, some portion of the balance remains delinquent for more than 12 months, at the direction of the Board, the Association's attorney shall initiate foreclosure upon the assessment lien, and/or, the Board may elect to proceed with a judicial action(s) for collection of the unpaid assessments. All fees and costs associated with the foreclosure and/or the judicial action for collection shall be charged to and payable by the delinquent Owner(s);

IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION.

COLLECTION POLICY:

In addition to the within PROCEDURE for the collection of delinquent Assessments, the Board of Directors has established the following POLICIES to establish a uniform standard for the payment and collection of delinquent assessments:

Assessments - Assessments subject to the Collection Policy include the annual regular assessments and any levied special assessments (or any additional assessment regardless of what is called).

Costs of Collection - The costs of collection for delinquent assessments, shall include but are not limited to any management fees, trustee fees and reasonable attorney fees and costs, as a charge against a member's assessment account and are included in the amount of any Assessment Lien recorded against the property and the amount of any collection recovery action by the Association against the Owner(s).

Delinquency - The term Delinquency shall include any delinquent unpaid regular, special, or other assessments, late charges, interest, and costs of collection incurred or any portion thereof.

Partial Payments - If a partial payment is received which is less than the entire unpaid balance owed on the member's account, including the costs of collection, provided the Notice Of Delinquent Assessment Lien has not been recorded, the partial payment may be credited to the oldest outstanding balances on the member's account and the remaining unpaid balance shall be subject to this Procedure and Policy for collection. **At the point the account is sent to the attorney to move forward with the collection process, all payments for delinquent amounts must be made to the Association's attorney on**

behalf of the Association, and certified funds may be requested. Once the account is sent to legal counsel for collection, payment in full may be required, unless a payment plan is accepted by the Association. If partial payments are received, these may be returned to the homeowner unless remaining sums due are immediately paid as requested by the Attorney.

Payments - Payments received by the Association after a delinquent account has been assigned to the Association's attorney for collection shall be forwarded by the Association to the attorney and all further communications for the collection of the delinquent account are to be through the Association's attorney unless a meet and confer or alternative dispute resolution is requested by the homeowner, and proceeds to conclusion. For any assessment paid on time, the owner shall not be liable to pay a late charge, interest or costs of collection as it relates to that assessment.

Notice of Dispute and Hearings ("IDR") Under California Civil Code Commencing at 1363.810 – The owner may dispute the debt noticed in the intent to lien letter by submitting to the board a written explanation of the reasons for his or her dispute. The Association shall respond in writing within 15 days of the postmark date of the request. Further, the owner may make a written request to meet with the Board to discuss a payment plan, and the Board shall meet with the owner at an executive session within 45 days of the postmarked date of the request, if the request is mailed within 15 days of the postmarked date of the intent to lien letter, otherwise the Board may appoint a committee or one or more members to meet with the owner.

Payment Plans - Upon written request by a delinquent Owner(s), short term Payment Plans may be approved in the sole discretion of the Board based upon the justifying circumstances of each delinquent Owner. However, the Association is not a bank and cannot provide long term financing of an Owner's Delinquency.

Returned Check Charges - A charge of not less than \$25.00 shall be added to the account of any member whose check to the Association, its attorney or management company, is returned dishonored by the member's bank.

Statements - Statements are a courtesy to the members and not an invoice for payment. If an owner does not receive a statement, nevertheless payment must be made to the Association at the last given address. Additionally, an assessment statement with unpaid balances may not reflect any or all of the collection costs incurred on a delinquent Owner's account, including late charges, interest, attorney or trustee fees and costs which have been charged to the member's account according to this Collection Policy and Procedure. **Therefore, a delinquent owner must communicate with the Association's attorney to confirm the total delinquency owed.**

No Waiver of Collection Charges - If a member's account becomes delinquent and the Association is required to incur costs of collection due to the member's delinquency, the Association's policy is to not waive the delinquent member's payment of these collection charges since it would not be fair to the members who pay their dues to also pay for the collection charges incurred by the Association due to another Owner's delinquency.

PAYMENT PLAN STANDARDS:

For a Delinquency as herein above defined, the Association will consider an owner's offer of a payment plan which substantially complies with the following standards, which standards may be changed upon vote of the Board noted in the minutes of a meeting of

the Board. These standards are merely guidelines, and all payment plans are the sole discretion of the Board:

- The plan shall be in writing, signed by the owner, and should provide for full payment of all sums due or which may become due as of the date of the acceptance of the plan. If a Notice of Delinquent Assessment Lien has not been recorded, then the payment plan must include the cost of the lien, and the lien shall be prepared and recorded on the property as a condition of the payment plan. If the Notice of Delinquent Assessment Lien has already been recorded, a forbearance agreement must also be executed by the owner as a condition of an approved payment plan. If the Notice Of Sale has been prepared as part of the foreclosure process, the Board need not approve a payment plan in accordance with these standards and the terms of any payment plan entered into at that time is at the sole discretion of the Board.
- An initial down payment, in an amount deemed reasonable by the Board, may be required to initiate a monthly payment plan.
- If the delinquency is less than \$1,800.00, the plan should not exceed six (6) months in duration from the date the plan is accepted. The plan will include the recording of the assessment lien as well as the fees and costs in preparing and recording this lien.
- If the delinquency is in excess of \$1,800.00 the plan should not exceed twelve (12) months in duration from the date the plan is accepted. The plan will include the recording of the assessment lien as well as the fees and costs in preparing and recording this lien.
- The plan should provide for the owner to remain current during the plan, on all assessments and charges which become due from the date the plan is accepted.
- The plan should also provide that if the owner is late on any payment, late being defined as not arriving on the date the payment is to be received, the owner is in breach of the payment plan, and the Association may terminate the plan upon its sole discretion, and, any payments accepted by the Association after such breach or termination of the plan, is not a waiver of the breach nor of the right to terminate the plan. The plan should further provide that upon termination of the payment plan as a result of a breach, the Association may continue with collection efforts with the next step in the collection procedure following the last completed step. In no event will the Association be required to re-initiate or re-start the collection procedures, or any procedure that has already been taken, and any forbearance shall not act to stop the expiration of applicable time periods.
- The plan shall require the owner to give notice of the delinquency and plan to a buyer of the property in escrow, and the plan shall not be transferable to any subsequent owner. All amounts due shall be paid through escrow, whether the transaction is a sale or a refinancing.
- If the homeowner has failed at any time in the past, to comply with a previous payment plan, the Board need not approve reinstatement of the plan or a new plan, and the terms of any new plan are at the sole discretion of the Board.

Rules for the Election of Directors By Secret Ballot

The following rules and procedures shall apply in connection with any matter presented to the Members for approval.

General Election Rules

1. The Board of Directors shall determine the date, time and place of the annual meeting of the owners in accordance with the Association's Bylaws.
2. The number of directors who are scheduled to be elected and the terms for each shall be determined in accordance with the Association's Governing Documents and stated in the notice of the meeting.
3. The notice of the meeting along with a secret ballot on which to vote and one set of double envelopes along with instructions for voting shall be mailed to all owners at least 30 days prior to the scheduled election date.
4. The record date for determining members entitled to receive notice of the meeting and entitled to vote shall be set by the Board of Directors
5. All candidates or members advocating a point of view shall have equal access to all Association media, newsletters and website during a campaign for purposes reasonably related to that election.
6. The Association will not edit or redact any content from candidate or member communication. The Association may include a statement specifying that the candidate or member and not the Association is solely responsible for the content of the communication.
7. All candidates and members will have equal access at no cost to any common area meeting space during a campaign for purposes related to the election. The Association may meet the requirements of this section by hosting a "Meet the Candidates Night", or other such special meeting , so long as every candidate and/or member is provided with an equal opportunity to participate in the event.
8. Association funds may not be used for campaign purposes in connection with any board election.
9. Within 15 days of the election, the Board of Directors shall publicize the results of the election in a communication directed to all members.

Candidate Qualifications

10. Candidates must be a member in good standing.
11. Candidates are not required to be an owner or resident in the Association.

Nomination of Candidates

12. The Association shall mail to each owner a Candidate Nomination Form which will include a deadline for receipt by the Association.
13. Candidates who meet the qualifications and whose nomination forms are submitted prior to the deadline will have their name printed on the secret ballot and their statements retyped verbatim and distributed to the membership.
14. Candidates' names will be listed in alphabetical order on the ballot with incumbents noted accordingly.

Rules for the Election of Directors By Secret Ballot

4. Candidates can be nominated from the floor at the election meeting by another member or by self-nomination. Any candidate nominated from the floor at the meeting must be present to accept the nomination.

Voting

1. All members in good standing who have not had their voting privileges suspended at a duly held hearing are entitled to vote. Following Notice and Hearing in compliance with Corporation Code Section 7341, the Association's Board of Directors may terminate or suspend any Owner's right to vote as a penalty for violation of the Association's Governing Documents.
2. There is one class of voting as follows:
 - a. Class A Members (homeowners) may vote one time for each open position.
3. Members entitled to vote may do so by secret ballot or may designate a proxy holder to vote for them by secret ballot at the election.
4. Secret ballots cast by mail shall be irrevocable. As described on the outer envelope, your signature authorizes the Inspector(s) of Election to serve as your proxy holder for the purposes of establishing a quorum.
5. The polls for any vote of the membership shall be open from the date the secret ballot is mailed and shall close when the Inspector(s) of Election determine that the ballots shall be counted, unless the Inspector(s) determines another time for the polls to close.

Inspectors of Election

15. The Board of Directors shall appoint one (1) or three (3) inspector(s) of election to serve at any regular or special meeting of the members.
16. The inspector(s) may be a member of the Association provided such member is not a member of the Board of Directors or a candidate for the Board of Directors or related to a member of the Board of Directors.
17. Inspector(s) shall be independent third parties which can also include, but is not limited to, a volunteer poll worker with the County of Registrar of Voters, a licensed CPA or a notary public.
18. The appointed Inspector(s) of Election must be an independent third party and may include, but is not limited to, a Member of the Association or any person or entity receiving compensation from the Association.
19. If there are three Inspectors of Election, the decision or act of a majority shall be effective in all respects as the decision or act of all.
20. The Inspector(s) will determine the number of memberships entitled to vote and the voting power of each in accordance with the Association's Bylaws.
21. The Inspector(s) will determine the authenticity, validity and effect of proxies, if any.
22. Unless the Inspector(s) designate a different location ;to receive ballots, the location to receive ballots will be the Association's managing agent's business office address.
23. The Inspector(s) shall hear and determine all challenges and questions in any way arising out of or in connection with the right to vote.
10. The Inspector(s) shall count and tabulate all votes at a duly noticed Board or Member Meeting in an open setting allowing members and candidates to witness the counting and

Rules for the Election of Directors By Secret Ballot

tabulation of the votes.

11. Anyone who is not an Inspector of Election, or appointed to assist the Inspector(s) of Election, must remain at least five feet away from the counting area. No person may interfere with, harass or otherwise communicate with the Inspector(s) of Election while the count is taking place. Members or persons not specifically authorized to do so may not touch any secret ballot or other election materials.
12. The Inspector(s) can cause the removal of any observer who causes interference with or disrupts the counting or tabulation process.
13. The Inspector(s) shall determine when the polls will open and close.
14. The Inspector(s) shall determine and announce the results of the election and shall report the results of the election promptly to the Board of Directors. The results shall be recorded in the next regular session board meeting minutes.
15. 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 is practical.
16. The Inspector(s) shall perform any acts as may be proper to conduct the election with fairness to all members in accordance with the law and all applicable rules of the Association including these election rules.
17. The Board of Directors may remove and replace any Inspector of Election prior to the tabulation of votes if an Inspector of Election resigns or if the board reasonably determines that an Inspector of Election will not be able to perform his or her duties impartially and in good faith.

Ballots and Tabulation

18. Once a ballot is received by the Association it is deemed irrevocable.
 19. Ballots shall ensure the confidentiality of the voter and shall not identify the voter by name, address, lot, parcel or unit number and may not require a signature.
 20. The ballot itself shall be inserted into an envelope that is sealed. This envelope shall be inserted into a second envelope that is sealed. In the upper left hand corner of the second envelope, the voter must print and sign his or her name, address, and lot, parcel or unit number that entitles him or her to vote. The second outer envelope is addressed to the Inspector(s) of Election at the designated address.
 21. Owners may return their secret ballot by mail, hand deliver it to the meeting, or complete the ballot at the meeting.
 22. Only those ballots delivered to the Inspector(s) of Election prior to the polls closing shall be counted. All ballots must be received via double envelopes.
 23. If a member loses his or her ballot, a new one can be obtained from the Inspector(s) of Election, however, if a ballot envelope is already on file from that unit, then no new ballot will be given.
 24. A member who signs or otherwise marks his or her ballot with an identifying mark, waives his or her rights to secrecy.
 25. The sealed ballots shall at all times be in the custody of the Inspector(s) of Election or at a location designated by the Inspector(s).
9. After the counting of the ballots and the certification of the election results by the

Rules for the Election of Directors By Secret Ballot

- Inspector(s) of Election, the ballots shall be transferred to the Association.
10. 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, which the ballots are counted and tabulated.
 11. If the number of candidates is equal to or fewer than the number of open positions and tabulation is not necessary to determine term of office, then a member in attendance may make a motion to elect the slate as presented by unanimous acclamation. The vote count will then be waived.
 12. After tabulation of the votes, custody of all election materials will be transferred to the custody of the Association for its corporate records.