

Operating Rules (Required Civil Code Sec. 4525)
Crystal Cay Condominium Association

Crystal Cay Condominium Association

RULES & REGULATIONS

Adopted by the Board of Directors: March 20, 2001 – Clarified July 16, 2014

GENERAL MEMBERSHIP INFORMATION

The homeowner's association offers many advantages to the homebuyer. In order to protect and preserve these benefits as well as the association's property and assets, certain limitations and restrictions are placed on members of the association.

The Crystal Cay Condominium Association is a California non-profit corporation consisting of those owners of homes within the boundaries of Crystal Cay. The purpose of the association is to ensure that the common area amenities will be maintained in an attractive manner and will be available for the enjoyment of all residents. Your automatic membership obligates you to familiarize yourself with, and observe, the Covenants, Conditions & Restrictions (CC&Rs) and Rules & Regulations and provides a means for sharing in the costs of maintaining and operating the facilities.

The rules, regulations, and policies have been developed with consideration given to providing each resident with the greatest enjoyment of the facilities without infringing on other residents rights to the peaceful occupancy and enjoyment of their homes and community.

Although these Rules & Regulations support the CC&Rs, they do not cover them in their entirety. Please be sure to read the CC&Rs carefully. It is every owner's responsibility to adhere to them and to ensure that their guests and tenants also observe them.

Every Unit owner received copies of the CC&RS at the time of their home from the builder or previous owner. Contact the association's property management company for the current cost of replacement copies. Additional copies of the Rules & Regulations are also available for non-resident owners to provide to their tenants for a nominal charge for the costs of reproduction and mailing.

Common Area Rules

1. Homeowners, residents and guests are prohibited from destroying, removing, altering and from playing in the planting beds and trees regardless of the condition of the plantings. Littering of the common area is not permitted.
2. Kitchen waste must be placed in plastic bags and all refuse must be disposed of in the receptacles in the trash enclosures and not on the ground in or around that area. Removal of oversize items and discarded furniture and appliances from the community is the responsibility of the unit owner and these items may not be placed in the trash receptacles, near the enclosures, or in carports. Motor oil, painting supplies, pesticides and other toxic waste material may not be disposed of within the association. Contact the county environmental management agency for the location of approved disposal sites.
3. No clothing, household fabrics or other unsightly articles may be hung, dried or aired on any portion of the property including the patio, balcony or deck; nor in the interior of any unit so as to be visible from other units or the Street.
4. The use of skateboards, roller-skates or rollerblades within the community is prohibited. Bicycles, tricycles or any other form of wheeled toy are prohibited on any of the landscaped areas. These items must be removed from the common areas, the approach walkways and are to be taken indoors when not in use. Wheeled toys, which cause noise or disturbance to residents, will be deemed a nuisance. The use of radio-controlled toys outside of units is prohibited.
5. Balconies, decks, and patios are not intended for storage of any kind. Only patio/deck furniture and barbecue equipment are to be stored within the open areas of balconies, decks and patios.
6. Removal of association property or furniture from common areas and pool areas is prohibited.
7. Washing vehicles of any type within the community is prohibited.
8. Resident's rights to the peaceful occupancy of their home is the paramount right. No resident or guest shall engage in any act or activity, which denies this right to others. Any noise from any source, which can be heard outside of any unit, or can be perceived audibly or by vibration through the walls, floors and ceilings in another unit, is strictly prohibited, including audio and video equipment, musical instruments, vehicle sound systems, parties, or boisterous outdoor activities. Any other nuisance, foul odor or, incursion affecting other residents is similarly prohibited.
9. Unauthorized appropriation or use of the association's water and utilities service is a violation of both the Rules & Regulations, as well as, a criminal violation. The association will prosecute anyone using or attempting to use the same,
10. Garage sales or open house household goods sales are prohibited.
11. Unit Owners are responsible for the acts of their own, their tenant's or their guests and for closely monitoring their activity within the common area.
12. Packing, shipping or storage crates may only be temporarily placed in any street parking space (not in a carport) for immediate loading and unloading and may not be left anywhere in the community overnight.

Tenant Rules & Regulations

1. The unit owner shall have the responsibility to acquaint their tenants and guests with the Rules & Regulations of the association and ensure compliance with the same.
2. For the purposes of these rules, a tenant shall be defined as anyone in possession of a homeowner's unit in exchange for any type of consideration, financial or otherwise, or at the sufferance of the homeowner.
3. Fines will be assigned against the unit owner for violations committed by a tenant or guest.

Parking Rules & Regulations

1. Vehicles are not to be overhauled or restored within the community. Only minor mechanical and maintenance work on resident's vehicles is only allowed and must be completed in one (1) day. Mechanical work requiring vehicles to be set upon blocks or jack stand is prohibited.
2. Parking in designated fire lanes are prohibited and vehicles parked therein are subject to immediate towing without notice.
3. Vehicles parked in handicapped spaces must display the California Department of Motor Vehicles (DMV) Handicapped Placard. Violation is subject to immediate towing, without notice.
4. Vehicles that leak gasoline, oil, grease or other fluids or are transporting any dangerous or toxic material are prohibited and will be towed without notice. **Residents are responsible for removing leaks or spills on garage floors or parking areas.** No drip pans, cardboard, etc., may be placed under vehicles.
5. Vehicles with noisy, defective, or missing muffler or exhaust systems, or which produce excessive noise to the disturbance of others from audio communication and alarm systems or any other source are prohibited within the community and are subject to fines. Vehicles whose alarm systems sound spontaneously and/or repeatedly are subject to immediate towing from the community, without notice.
6. Vehicles without license plates and a temporary registration displayed in a window, or which appear to be abandoned, may be towed without notice.
7. Residents may be cited and towed for vehicles left in their own carport only if they are disabled, parked in the wrong direction, or do not have a decal, or are leaking hazardous fluids,
8. All vehicles will be required to park headfirst to protect the carports from exhaust stains. Violations may result in a hearing and fine. Carports with solid walls on the left side as a car is headed into the space may receive a variance to this rule. Contact the Managing Agent for details.
9. Residents receiving three (3) speeding citations within any ten (10) day period may be subject to a hearing and fine.
10. A vehicle with three (3) citations for the same infraction may be towed without notice,
11. Vehicles must maintain a ten (10) miles per hour **maximum** speed limit.

PET RULES

1. No more than two (2) usual and ordinary household pets (exclusive of caged birds) may be kept in any one unit.
2. All pets, including cats may not be allowed to run free in the community, are not allowed to be unattended outside the unit and must be kept in a pet carrier, or on a leash held by a person capable of controlling the animal at all times outside the unit. (Orange County Ordinance dictates the leash cannot be longer than six (6) feet in length)
3. Local municipal ordinances regarding leash laws will be strictly enforced.
4. Each pet owner is responsible for immediate removal of their animals defecation from the community property and for maintaining sanitary conditions within and around their unit at all times. Droppings and urine may not be washed or hosed off onto community common areas, restricted use common areas, on or under the stairways or the areas of neighboring units.
5. Loud or excessive barking or other animal noise will be deemed a nuisance and considered violations subject to hearing and possible fine. (Orange County Ordinance describes excessive barking as anything more than one-half (1/2) hour continuously, or one hour cumulatively within a twenty- four (24) hour period).
6. Unit owner will be held financially responsible for any damage to the common areas or landscaping caused by a resident's or guest's pets, including but not limited to urinating or defecating on turf areas, digging or walking through planter areas, and any damage caused to the decking.
7. The installation of pet doors which insert into, and do not require the alteration of, sliding patio door assemblies is permitted, as long as the color of the pet door closely matches the color of the sliding door and door frame. All other types, which require the alteration or cut out of doors or alterations to the building structure, are prohibited. Please contact the Managing Agent for more information, if you are unsure your pet door will meet the criteria outlined above.
8. The Association shall have the right to prohibit housing to any animal, which constitutes a danger or nuisance to residents or guests, as determined by the Board of Directors.
9. An automatic fine of two hundred fifty dollars (\$250.00) for destruction of any common area landscaping or property. Owners will have an opportunity to appeal this fine at a special hearing with the Board. The Board shall reserve the right to decrease or remove the fine.

POOL & SPA RULES

1. No alcoholic beverages are allowed in the pool, spa or common areas. Use of these facilities by intoxicated individuals is strictly prohibited.
2. No glass objects or containers are allowed in the pool or spa areas.
3. Use of pool facilities and common areas is a privilege, which is enjoyed by all residents; however, consideration for others concerning noise is of over-riding importance. Use of the pool, spa and common areas after 8:00 p.m. should be exercised at noise levels, which do not disturb other residents.
4. Guests of residents and all children under the age of fourteen (14) years must be accompanied by an adult resident when using these facilities.
5. CHILDREN UNDER THE AGE OF FOURTEEN ARE PROHIBITED BY STATE LAW and ASSOCIATION RULES FROM ENTERING, USING OR PLAYING IN THE SPAS.
6. The Center for Disease Control (CDC) has determined that swim diapers are not effective in preventing contamination. As such, persons who cannot control their bladder or bowels must wear waterproof pants in the pool/spa.
7. Conduct by an owner, resident or guest, who deprives any other owner, resident or guest of use of these facilities shall not be allowed.
8. Persons using soap, oils or lotions are not allowed to enter the pools or spas. Showers are provided and should be used before entering these facilities.
9. Pool and spa hours are: 8:00 am. To 10:00 p.m.
10. No diving, running, pushing or boisterous play is permitted.
11. Portable radio/audio units will not be permitted without the use of earphones so as annoy other persons using the facilities or living in surrounding units.
12. No pets or musical instruments are allowed in the pool area.
13. Only persons in proper swimming attire will be allowed in the pool areas. No cutoffs may be worn in the pools or spas.
14. Any person having any apparent skin disease or illness shall not use the pool or spa.
15. All trash must be placed in the trash containers.
16. Posted rules must be observed.
17. No lifeguards are provided. Resident and guest use of these facilities is at their own risk.
18. Residents or guests who fail to observe these rules may be prohibited from the further use of these facilities.

Signage Rules

1. Only "Real Estate For Sale, Lease, or Rent signs may be displayed. No other sign, poster, display, billboard or advertising device, or flyer shall be posted anywhere in the community without the prior approval of the association.
2. Real Estate signs shall have a maximum face area four (4) square feet and must be professionally prepared on weather resistant material.
3. One (1) "For Sale, Lease, or Rent" sign only may be displayed in a unit window or outside directly in front of the unit advertised and no more than four (4) feet from the front of the unit.
4. One additional "Open House" sign may be displayed on occasions when that event is occurring, and open house events may be held only during the hours of 9:00 am. To 5:00 p.m. An open house sign may not be placed in front of or within the restricted common use area belonging to a neighboring unit/so Only one (1) realty sign of any type may be displayed on anyone signpost,
5. Any signs not approved wider these rules will be removed and the unit owner will be filled.

Architectural Changes

1. Any architectural change requests to add to, change or otherwise modify buildings, structures, interior and exterior structural elements, or add exterior attachments must be submitted in the approved format to the Architectural Review Committee and be approved in writing, by the association's Board of Directors prior to the commencement of the work. The removal or modification of any original interior or exterior structures or structural elements, which weakens or diminishes the safety or load bearing capacity of the buildings as originally constructed is strictly prohibited and will not be approved under any circumstances.
2. The unit owner is responsible for the subsequent maintenance, upkeep and repair or replacement of the added structure, structural elements or attachments and is responsible for any damage to association property or personal property of others caused by, or resulting from, approved or unapproved changes.
3. The unit owner must secure all permits and pay for all fees and costs associated with the changes. Changes, additions or attachments must comply with all applicable codes and laws and must be accomplished promptly and completely in a safe, professional and workmanlike manner by qualified individuals.
4. Interior additions, which do not alter, change, diminish or otherwise damage the original structure, structural elements or in some other way violate the association's CC&Rs and Rules & Regulations and all applicable codes and laws (i.e., bookcases, shelves, cabinets, self-supporting structures) do not need the approval of the association.
5. Architectural change requests should be submitted through the associations managing agent who should be contacted for the appropriate request forms and procedures prior to commencement of work. **The unit owner should carefully review the CC&Rs prior to the submission of architectural change requests and commencement of work.**
6. Failure to adhere to the CC&Rs and the Rules & Regulations will constitute a violation of the association governing documents.
7. Upon approval of the request the work must be conducted only during weekdays between the hours of 8:00 a.m. and 5:00 p.m.
8. Whether or not the work or changes require approval, the same should be conducted with consideration for noise and inconvenience to other residents.
9. Installation of entrance screen doors of the type style and design pre-approved by the association does not require the submission of a request for approval. Contract the association's managing agent for the specifications.

Landscape Changes

1. No changes and additions to, or removal of, association's landscaping is permitted before submitting plans to the Landscape Review Committee and receipt of written approval by the Board of Directors. Contact the association's managing agent for request forms and procedures.
2. The unit owner will be responsible for any subsequent damage to association property or the personal property of himself or others caused by or resulting from approved or unapproved changes including damage to ground and storm drains and their systems, underground utilities, irrigation or sewer lines **or** by improper placement of plant materials and/or changes in grade or *drainage* patterns.
3. The approved work must be accomplished on weekdays or weekends between the hours of 8:00 a.m. and 5:00 p.m., completed promptly and fully in a safe professional and workmanlike manner by qualified persons; and conducted with consideration for noise and inconvenience to other residents,
4. Plants, shrubs, flowers, vines, trees or other plant material in pots, containers and flower boxes may be maintained without approval within the confines of the unit or its decks, balconies, patios and patio planting areas. Pots, containers and flower boxes may also be maintained without approval at the immediate front entrance on the concrete approach walk or immediate entrance deck to the unit as long as they are not placed any further than and do not extend beyond, the planes and lines of the outermost perimeter wall, patio wall or gate to the unit and do not pose a danger, hazard or obstruction. Under no circumstances may containers be placed in the common area landscape plantings, on any steps or any common walkways, landings or restricted use common areas of other units. Containers and decorations may not be attached to the exterior walls with the exception of hanging containers, which must not protrude outside of the perimeter of the unit and its balconies, decks or patios. Containers and their contents should not be located so as to interfere with the operation of the association's irrigation system. Drip irrigation systems are prohibited. **Do not place on top of patio walls.**
5. Unit owners will be responsible for any damage to association property, or the personal property of others including, but not limited to, decks and deck surfaces, stairs landings, walls and patios caused by the installation of containers, or the cultivation, maintenance and watering of plants, shrubs, trees, vines and flowers or other plant materials or their containers, The cost of removal, repairs, and restoration will be charged to the unit owner.
6. In the event of violation, the association will have the installation, plantings or containers and their contents removed and will restore the area to *its* original state. The costs for it will be charged to the unit owner.

General Information

Insurance

The association maintains comprehensive property, and liability insurance covering the association's physical assets, structures and common areas. This coverage does not extend to cover unit owner or resident's personal property, vehicles or any personal liability exposure they may have for the specific unit they own, lease or occupy.

The unit owner will be responsible for any damage or injury done to the structures or another resident's or guest's person or property caused by the unit owner, his family members, tenants or his guests. Unit owners are strongly advised to consult an insurance agent and obtain a condominium owner's insurance policy. Renters are advised to obtain a renter's policy.

Any damage to association property caused by a resident or guest whether willful, accidental or through neglect (i.e. burst washing machine hose, vandalism, broken windows, clogged wastewater drain or bathroom fixture drain due to resident misuse or neglect), will be charged to the unit owner. The association reserves the right to make, inspect or oversee repairs and charge the cost to the responsible unit owner or assign its subrogation rights to its insurance carrier who may pursue the responsible unit owner for reimbursement. The responsible unit owner will also be required to reimburse the association for any deductible amounts for insurance claims he is responsible for. The current deductible is \$10,000.00.

Maintenance

The association is responsible for the maintenance, repair and upkeep of common area structures, amenities and landscaping in its care, custody or control. This includes ducts, utility wiring and pipes up to the point of entrance into the unit. The association is not responsible for water heaters, heating and air conditioning units, appliances and plumbing fixtures, nor for damage to windows, screens, doors or other structures or structural elements caused by the misuse or abuse by owners; residents or guests or any resulting damage to personal property resulting from misuse or abuse including the blockage of kitchen and bathroom drains or plumbing fixtures caused by the resident or his guests.

Service or repair requests should be directed to the office of the association's property management company during normal business hours. Unit owners are obligated to report problems immediately. Failure to do so will obligate the unit owner to pay for any subsequent damage that ensues. In the event of an incident or occurrence after hours, which threatens association property, or is life threatening as recording will direct you to the number of an "ON CALL" personnel for the property management company.

Security Service

The association contracts for security patrol services for the purpose of protecting association property and enforcing parking regulations. Residents should take whatever prudent measures are necessary to protect their person and property.

The security service is not a substitute for police protection and residents should contact the Orange County Sheriff when that is appropriate or necessary.

Association's Response to Violations

Depending on the nature of the violation, the association may take corrective action, assess fines, restrict use of facilities, file criminal complaints or civil suits, or take other actions or combination of actions to protect the association's property and enforce the CC&Rs and the Rules & Regulations.

Parking Violations and Vehicle Towing

Vehicles parked in fire lanes, illegally parked in handicapped spaces, or sidewalks, landscape, or in a garage space assigned to someone else or which block or obstruct street, parking areas, garages or access to same, will be towed immediately and without notice. Vehicles used for commercial purposes or otherwise designated as a commercial vehicle or vehicles displaying company logos on the premises for another purpose than to provide temporary commercial or residential services may be towed without notice. Vans, trucks and trailers being used for moving may only enter and remain in the community during the loading and unloading process and may not be parked within the community overnight. Recreational vehicles and trailers may enter the community for immediate loading and unloading, must be removed promptly thereafter, and may not remain overnight or otherwise be parked in the community or they may be towed without notice.

Stored vehicles (defined as vehicles which have been parked and not driven outside of the community on public roadways for two weeks or more) will be ticketed, or the responsible unit owner will receive written notification from the association requiring that the vehicle be removed within 72 hours or it will be towed, whether or not it displays a parking sticker and whether or not it is parked in a garage or on the street. If you are going to be on vacation or business trip, or away for any other purpose and your vehicle will be parked for more than two weeks, please notify the property management company, who will advise the security service and the association. Inoperative vehicles will be ticketed and must be removed within 72 hours or they will be towed whether or not they display a parking sticker and whether or not they are parked in a garage or on the street. Vehicles, which do not display a parking permit decal, will be ticketed and towed if not removed within 72 hours. Vehicles without license plates or temporary registration displayed in the vehicle's window or which appear to be abandoned will be towed without notice. Vehicles accumulating three or more parking violation notices and/or tickets may subsequently be towed without further notice.

Carport Storage, Noise, Nuisances and Pet Rules

The unit owner will receive a violation notice and must correct the violation immediately upon receipt of notice. If not corrected, a hearing notice will be sent and the condition must be corrected upon receipt of the second hearing notice and/or a hearing may be scheduled and/or a fine may be assessed. The recurrence or continuation of any violation will result in an additional fine without further warning notification regardless of the interval of time between individual instances of the same violation. The unit owner may request a confidential hearing with the Board of Directors at its next scheduled meeting in order to present mitigating information or other evidence supporting a request for a waiver of the fine.

The initial fine may be assessed in an amount up to \$125.00. The CC&Rs authorize the Board of Directors to double and re-double the amount of the fine for recurring/continuing violations.

Reporting Violations

Violations may be reported in writing or on the form following this section. If two or more unit owners report the same complaint or violation, or it is observed and reported by a director or the association's security service that will be deemed sufficient for the association to respond to the complaint/violation. The names of individuals registering complaints of violation are kept strictly confidential.

If the violation presents an immediate danger to life or association property, please call the association's property management company immediately at any time, 24 hours a day.

In some instances, or for immediate and serious problems, the management company or their "on call" personnel may contact one of the members of the Board of Directors for an immediate response.

In the case of noise or nuisance violations we encourage you to first contact the responsible party, politely explain the problem and ask for their consideration and cooperation by stopping the disturbance. In extreme cases, or where contact would not be prudent or is ineffective, call the Orange County Sheriff and request that an officer be sent in response to the disturbance and also request that an officer contact you when that has been accomplished.

Past experience has shown that the O.C. Sheriffs office and their officers are responsive and effective in these situations. Also, report the incident to the association during the next business day for follow up and monitoring as necessary.

When reporting a violation please provide the unit address or sufficient information (i.e., vehicle description and license number, vehicle parking permit or guest pass number, garage number) which will allow the association to identify the responsible unit owner. We need to have that means of identification in order to respond effectively.

Fine Schedule

1. Letter to homeowner stating alleged violation.
2. Letter to homeowner stating alleged violation continues and requesting homeowner to appear before the Hearing Committee of the Board of Directors.
3. If result of Hearing is a monetary fine, a fine of \$125.00 will be applied to the owner's account.
4. If the violation continues past the Hearing and the first fine stage, the fine automatically doubles every thirty (30) days (i.e., \$250.00 at 30 days, \$500.00 at 60 days, etc.). Any fines not paid may result in legal action in accordance with California law.
5. At any point, the Board may determine to use the legal system or cause correction of the violation to effect a cure and the owner may be responsible for legal fees and/or reimbursement of costs to the Association.

NOTE: SHOULD A VIOLATION OCCUR, WHICH IMPOSES FINANCIAL OBLIGATION OF THE ASSOCIATION, THEN THE PARTY RESPONSIBLE FOR SAID VIOLATION SHALL REIMBURSE, BY WAY OF SPECIAL ASSESSMENT TO THE ASSOCIATION FOR THIS FINANCIAL OBLIGATION. IF, FOR EXAMPLE, A PARTY DAMAGES A FENCE, TREE OR ANY OTHER COMMON AREA PROPERTY, REPAIR AND- REPLACEMENT COSTS WILL BE CHARGED TO THAT PARTY.

CRYSTAL CAY CONDOMINIUM ASSOCIATION ELECTION RULES & PROCEDURES

General Election Rules

1. All candidates or members advocating a point of view shall have equal access to all association media, newsletters, and websites during a campaign for purposes reasonably related to that election,
2. The association will not edit or redact (black out) any content from communications defined in item 1; however, the association may include a statement specifying that the candidate or member, as applicable, and not the association, is solely responsible for the content of the communication, and that the association was required by law to publish the communication word-for-word, regardless of its content,
3. All candidates and members having a point of view will have equal access, at no cost, to any common area meeting space during a campaign for purposes related to the election.

Candidate Qualifications

Pursuant to Section 4.01 of the Association's Bylaws, directors must be an owner of a residence in Crystal Cay.

Nomination Procedures

1. Candidate statement solicitation notices will be sent to the membership.
2. The solicitation notices will include a deadline for receipt of those statements by the association.
3. Any candidate nominated by another person will be contacted to confirm his or her consent to run for election to the board of directors,
4. Completed statements that are received by the deadline will have the candidate's name printed on the secret ballot that is mailed to the membership.
5. Completed statements that are received by the deadline will be re-typed and included with the secret ballot that is mailed to the membership. Candidates will be listed in alphabetical order by last name, then by first name in the event that candidates have the same last name. Incumbents can be identified by an asterisk.
6. Candidates can be nominated from the floor at the election meeting by another member or by self-nomination.

Election Process

1. The number of directors who are scheduled to be elected and their respective terms shall be determined in accordance with the association's governing documents and stated in the notice of the meeting.
2. If more than one party is listed on title to a lot or unit, only one owner needs to submit his or her signed, color-coded envelope to vote.
3. Record dates for determining members entitled to receive notice of the meeting and for determining members entitled to vote at the meeting will be established in advance by the board of directors at an open board meeting. If no date is established by the board, then the date that the ballots were mailed to the membership shall be the record date.
4. The election will be conducted annually in June. Quorum for an Annual Meeting is majority of the voting power. Subsequent adjourned meetings will be held until quorum is met and the inspector(s) of election can sign the certificate of quorum for the association or a court petition is successful to reduce quorum. Quorum for Reconvened Annual Meetings is 25%.

Voting Power

1. Every Member entitled to vote for any election of directors shall have the right to cumulate his votes and give one candidate a number of votes equal to the number of directors to be elected, multiplied by the number of votes to which he is entitled.

Inspector(s) of Election

1. Inspector(s) of election will be appointed annually by the board of directors at a board meeting held prior to the distribution of election materials.
2. If there is an election or vote between annual elections of the board of directors, the board may retain the inspector(s) of election from the last meeting, or the board has the authority to appoint different inspector(s) at the board's discretion.
3. The board may remove and replace any inspector of election prior to the tabulation of votes if an inspector resigns or if the board reasonably determines that an inspector will not be able to perform his or her duties impartially and in good faith,
4. There shall be one or three Inspectors of election for the association.
5. 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.
6. Inspector(s) shall be independent third parties which can include, but is not limited to, a volunteer poll worker with the county registrar of voters, a licensed CPA, a notary public, a person who is currently employed by or under contract to the association for any compensable services, or a member of the association.
7. Inspector(s) cannot be a member of the board, a candidate for the board, related to a member of the board or candidate for the board.

8. If the board cannot find a suitable volunteer inspector within 30 days of the election, the board will be compelled to retain a CPA or other professional of choice at an additional expense to the association.
9. Inspector(s) will determine the number of memberships entitled to vote and the voting power of each,
10. Inspector(s) will determine the authenticity, validity, and effect of proxies, if any.
11. 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.
12. Inspector(s) hear and determine all challenges and questions in any way arising out of or in connection with the right to vote.
13. All accounting and tabulations will be done in an open setting to allow members to watch and listen, Members who are not inspectors cannot participate in such discussions, if any arise. Inspector(s) count and tabulate all votes. All votes shall be counted and tabulated by the inspector(s) in public at a duly noticed board or member meeting.
14. Every inspector(s) of election must sign the ballot tally sheet for the association's corporate records.
15. Inspector(s) determine when the polls shall open and close.
16. Inspector(s) determine and announce the results of the election.
17. Inspector(s) to report the results of the election promptly to the board of directors and the results are to be recorded in the next regular session board meeting minutes.
18. Inspector(s) perform any acts as may be proper to conduct the election with fairness to all members in accordance with the inspector(s) of election rules and all applicable rules of the association regarding the conduct of the election that are not in conflict with the inspector(s) of election rules.
19. Inspector(s) perform all duties impartially, in good faith, to the best of his or her ability, and as expeditiously as is practical.

Ballot Rules

1. Once a ballot is received by the inspector of election (or designated location for receipt of ballots) it is deemed irrevocable, even if it is still unopened in the color-coded envelope.
2. If a member loses his or her ballot, a new one can be obtained from the inspector(s) at the election meeting, however, if a ballot is already on file from that lot, then no new ballot will be given,
3. A member who signs or otherwise marks his or her ballot with an identifying mark, waives his or her rights to secrecy, The association is not responsible for redacting personal information that is added to the ballots by the member.
4. Unmarked ballots are counted toward quorum purposes only.

Tabulation Rules

1. Once received by the association, the sealed ballots shall be in the custody of the inspector(s) of election or at a location designated by the inspector(s) at all times,
2. If the number of candidates is equal to or fewer than the number of open positions, and if the tabulation of votes is not required to determine term of office, then a member in attendance can make a motion to elect the slate as presented, followed by a secret ballot vote of the members in attendance to elect the slate as presented. The vote count will be waived,
3. Any candidate or other member of the association may witness the counting and tabulation of the votes. Members who are not inspectors, must remain at least five feet away from the counting area,
4. The inspector(s) can cause the removal of any observer who causes interference with or disrupts the counting or tabulation process.

Post Election Rules

1. In addition to recording the election results in the next regular session board meeting minutes, the association shall keep annual meeting minutes that reflect the results of the election.
2. The board shall publicize the results of the election in a communication directed to all members within 15 days of a successful (quorum achieved) election,
3. After the tabulation of the votes, custody of all election materials will be transferred to the custody of the association for its corporate records.