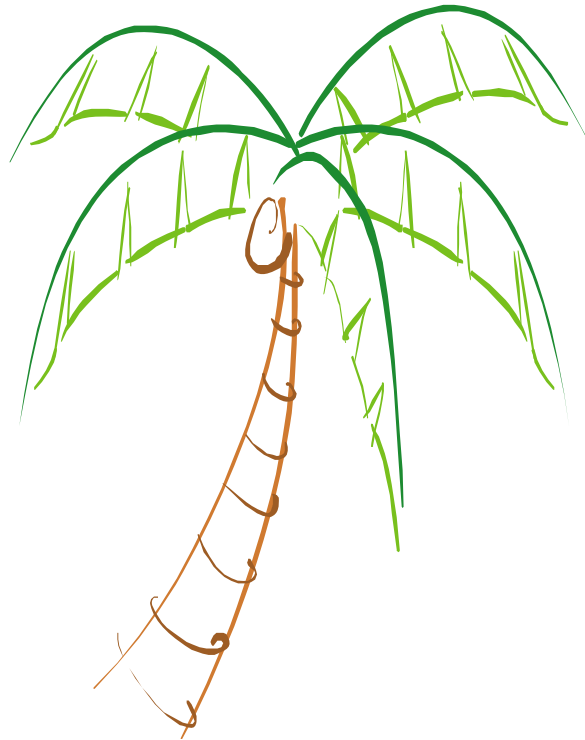


RIVIERA GARDENS
HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS,
PAINT COLORS &
SATELLITE DISH GUIDELINES



PUBLISHED NOVEMBER 2015

EMERGENCY INFORMATION

Any Fire/Police/Medical Emergency -----911

PALM SPRINGS NON-EMERGENCY NUMBERS

Police -----760-323-8116
Fire -----760-323-8181
Paramedic -----760-323-8181
Animal Control -----760-323-8151

UTILITIES

Edison -----800-655-4555
Gas Company -----800-427-2200
Verizon -----800-483-4000
Time Warner Cable -----760-340-2225

HOSPITALS

Desert Regional Medical Center -----760-323-6511
1100 N. Indian Canyon Dr.
Palm Springs

Eisenhower Medical Center -----760-340-3911
39000 Bob Hope Dr.
Rancho Mirage

John F. Kennedy Hospital -----760-347-6191
47-111 Monroe Street
Indio

INTRODUCTION

These rules and regulations are presented so we will enjoy living in a pleasant environment with friendly neighbors and be able to maintain our property values.

These policies compliment and are in accordance with the Association's Covenants, Conditions, Restrictions (CC&R's), Bylaws and Articles of Incorporation.

GOVERNING DOCUMENTS

Each owner has received a copy of the CC&R's, Bylaws and Articles of Incorporation. Please become completely familiar with these documents. These rules and regulations are periodically changed, approved and distributed by your Board of Directors. All of these documents are considered the Governing Documents.

In order to maintain a responsible and successful community, the governing documents must be followed as they insure the enjoyment of our community and the continuing appreciation of our individual investments.

Further, the homeowner is responsible for providing guests and tenants with a copy of the governing documents so that they will be fully cognizant of the contents thereof and their responsibilities pursuant to these documents and rules.

It is the responsibility of the homeowner who sells his unit to furnish copies of the governing documents to the buyer.

RULES AND REGULATIONS

Violations of these Rules may result in the homeowner being called to a violation hearing and given a monetary fine.

POOLS AND SPAS

- The swimming pool/spa areas are for the use of the residents and invited guests only. The number of guests should be kept to a reasonable amount. Private parties and/or large functions are not allowed.
- Hours of operation are- 7:00AM to 11:00PM
- No lifeguard on duty and residents assume full responsibility for themselves and their guests.
- Children under 14 must be accompanied and supervised by an adult.
- Persons without full bladder or bowel control are not permitted in pools or spas.
- Bikes, big wheels, scooters, skateboards, skates or other vehicles that can damage the pool deck are not permitted in the pool area.
- Those who suffer with cardiac and blood pressure problems use the pool/spa at their own risk.
- Anyone with any communicable or skin disease, open sore, inflamed eyes, cough, cold, nasal or ear infections should not use the pool or spa.
- Any activity creating undue noise, such as yelling, foul language, running, pushing, fighting or diving into a pool or spa is prohibited.
- Please respect the peace and quiet that others may be seeking. Listen to radios, tape players and CD players with headphones please.
- The use of glassware or glass bottles is prohibited.
- All trash must be put in trash containers. Pet are not allowed in the pool/spa areas.
- Inflatable objects must be removed from pool if causing an inconvenience to others.
- Towels, bathing suits or other similar items may not be hung on pool walls or fencing.
- Association pool furniture may not be removed from the interior pool area and no reserving of pool furniture is permitted.
- Please use a towel to protect the furniture from body oils.
- Privately owned furniture may not be left overnight in or around the pool areas.
- Any and all posted signs must be observed and conformed to.

PETS

- Homeowners expect a clean environment and should not have to feel threatened by any pet, or have their peace and quiet disrupted. If your pet threatens or attacks another pet, or annoys or endangers the health of or causes unreasonable inconvenience to others, the association has the right to revoke permission granted to keep the pet.
- The association has the right to limit the number of pets to no more than two usual and ordinary household pets, such as dogs, cats and birds, to be kept in a unit. Owners are responsible for the actions of their tenant's pets.
- All dogs must be on a leash throughout the common areas and handled by a person who can control the pet.
- Unattended dogs, whose owners are away from the unit, are not permitted on any balcony or patio.
- Excrement left by **ANY** pet must be picked up IMMEDIATELY.
- You may not tie or chain your pet to a tree or stake in the common area unattended.
- If any pet causes excessive noise, damage, or is a nuisance for an unreasonable period of time, the homeowner shall be given a warning. If a further similar incident occurs, the homeowner shall be subject to violation penalties.

PATIOS AND BALCONIES

- Patios and balconies must be kept in a neat and orderly condition. Only OUTDOOR furniture is permitted.
- Cooking grills are permitted, but may not be placed on common ground.
- No alternative materials (such as chicken wire, chain link, bamboo) are allowed to be attached to the balcony railings.
- Plants must be placed in attractive containers and be able to catch their own water.
- Plants visible to the common area must be attractive in appearance.
- Potted plants and other items may not be hung on or placed on balcony railings or in any stairwell landing.
- Misting systems may not be installed without the written consent of the Architectural Committee. Request forms are available from the Property Management Company.
- Hosing down of balconies is not permitted.
- No clothing/towels, etc. may be hung on balconies, patios or walls visible to the public eye.

- Patio covers and blinds must be maintained in good condition.

LEASING

- Units cannot be leased for periods less than 30 days. The number of tenants is limited to two persons per bedroom, plus two. All leases must be in writing.
- The property management company should be informed at least one week in advance of your intent to lease/rent. Included should be information on the length of the lease, the number of occupants and name and phone number of the tenants and automobile information.
- When the tenant(s) move in, the property management company must be provided with a signed statement from the tenant(s) that they have read and will comply with the CC&R's and Rules and Regulations.
- The homeowner will be responsible for the conduct of their tenant(s). The cost of repair for any damage to the common area caused by tenant(s) will be assessed to the homeowner.

ARCHITECTURAL CONTROL

- Anything that is done to or on the outside of your unit must have the prior written consent of the architectural committee (the board). Submit your request to the property management company. This form is at the end of this booklet or you can obtain them from the management company.

LANDSCAPING

- Homeowners may plant seasonal flowers immediately outside their unit, without permission of the landscape committee. However, the landscape committee or the gardener has the right to remove if neglected.
- Soaker hoses and drip systems are not permitted to be added to the associations spray heads for homeowner's personal use in containers or otherwise in-ground plants.

SIGNS

- Only one sign (For Sale/Rent/Lease) not to exceed nine square feet (3'x3') and not to read "**APARTMENT**" may be placed on a window visible from the outside. Signs may not be placed on the walls, doors, or common area without written permission of the Board. In units where there is no window visible to the public, exceptions may be made by the Board upon written request from the homeowner.

VEHICLE RESTRICTIONS

- Cars should be parked between the lines and in the space assigned.
- Please take care not to damage the carports. Another's space may be used only with the homeowner's written permission.
- If you have more than one vehicle, the second vehicle must be parked in a visitor's space.
- Vehicles must be in good repair and appearance.
- Carports are to be kept clean and are not to be used for storage of bicycles or discarded items (carpet, appliances, boxes, etc.)
- Trailers, campers, motor homes, boats, commercial vehicles, trucks, (other than standard size pick-up truck) or inoperable vehicle shall not be parked within the condo complex, except for immediate loading or unloading unless placed in the homeowner's assigned carport.
- Non-registered or expired registered vehicles are only allowed to be parked in the assigned carport.
- Other than emergency repairs, no maintenance work is permitted. No dirt, oil or grease is allowed to remain.
- Horn blowing is allowed for safety reasons.
- Posted NO PARKING signs must be obeyed. Only vehicles indicating "HANDICAPPED" may park in spaces for that purpose.
- Speed limit cannot exceed 5 MPH on association property.

PLUMBING

- Please check all water shut-offs and piping for leaks on a regular basis.
- The homeowner is responsible for damage caused by plumbing inside his/her condo and to any unit below or next to the unit.
- PLEASE CHECK FOR RUNNING TOLIETS AND SINKS BEFORE LEAVING YOUR UNIT!
- If management must enter your unit, a locksmith charge and a plumbing charge will be billed to you.
- If you know in advance that you are going to have plumbing work done, please put a notice in the plastic notice frame by the mailboxes. On the day the water is to be turned off, knock on all unit doors and advise occupants of the turn off. If there is no answer, tape a note to the door. Tape a note to the water shut off valve for the building advising the time the water was turned-off, the unit number and your phone number.

DECORATIONS

- No decorations may be on the outside common walls of the buildings. Holiday lighting (Thanksgiving to January 15) is permitted during this season. No lights are permitted on the common ground, bushes, shrubs or trees.

INFLAMMABLES, EXPLOSIVES & WEAPONS

- State and local ordinances must be observed if explosives, weapons or inflammable fluids are brought into a unit. No inflammables (rags, papers, fluids, etc.) may be stored in the water heater or storage room areas.

TRASH

- All rubbish, trash garbage to be disposed of INSIDE the dumpster. Large cardboard boxes must be broken down.
- No furniture, mattresses, appliances or other large items may be placed in the dumpster or dumpster areas.
- Construction trash is to be removed by your contractor and not deposited into the dumpsters.
- Trash generated outside the complex is not to be deposited in the dumpsters.
- Recycling bins are located at Parking Lots 1, 4 & 8.

ROOFS

- Only authorized representatives approved by the Board or Property Management Company are allowed on the roofs for roof maintenance, painting and air conditioning repairs.
- Air conditioning units must be installed and removed by crane.

OTHER

- Ball playing, Frisbee, skateboarding, rollerblading, riding scooters, skating and biking are not permitted anywhere inside the condo complex.
- Obstruction of walkways, entryways and trash container areas is prohibited.
- Outside antennas are not permitted. Dish satellites are allowed, but location must be board approved.
- Owners are not permitted to borrow or remove any Association equipment or property.
- Excessive picking of fruit from trees is not allowed.

- Curtains, drapes, shutters or blinds may be installed as window covers. No window shall be covered with aluminum foil, bed sheets or blankets or any similar material. Windows may be tinted.
- Roll up blinds are allowed on patios and balconies. Color must conform to building. They are to be used for sun control only. Down in the daytime and must be rolled up at sunset.
- No outside drying or laundering of clothes is allowed if it is visible from the common area.
- One American flag can be displayed per unit. The flag is to be placed on a non-permanent flagpole or staff or in a window. Other types of flags are not allowed.
- Garage/Yard sales are not allowed.
- Gate directories will list the name of the homeowner unless the Property Management Company receives a written request for change signed by the homeowner. A service fee of \$10 will be assessed for more than one (1) change in any calendar year.

If you have a maintenance, landscape or Architectural request or complaint, please call or write the property management company. This will expedite your request and provide documentation. **DO NOT GIVE YOUR REQUEST TO A MEMBER OF THE BOARD OR COMMITTEE MEMBER.**

VIOLATION PROCEDURES

The procedures in this section provide the necessary steps for notification of a violation, imposing a penalty and conduct an appeal hearing before the Board. All parties are expected to act within a reasonable time.

1. A violation shall be reported to the Board of Directors, in writing through the management company. The Board will address all violations on a case-by-case basis.
2. The management company will maintain files on violations and will determine action to be taken and arrange to notify the violator in writing giving a maximum of 30 days to correct the violation.
3. Notification of a violation hearing will be sent ten (10) days prior to the meeting by certified and first class mail. You may attend the hearing in person or send a letter to the board to be received prior to the date of the hearing.
4. Within fifteen (15) days after the hearing, a letter will be sent by first class mail advising the action taken.
5. Any fine levied will be due and payable with the next regular association assessment.
6. Any appeal of a fine shall be in writing to the management company within thirty (30) days after notification of the fine.
7. Towing of vehicles will be immediate and will not require a hearing unless a fine is to be imposed after the towing.

Riviera Gardens Home Owners Association



*The Coachella Valley's Community
Management Company*

68950 Adelina Rd.
Cathedral City, CA 92234
Phone: (760) 325-9500
Fax: (760) 325-9300

Extract from California Civil Code section 5730 Notice Regarding Assessments and Foreclosure

NOTICE ASSESSMENTS AND FORECLOSURE

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

ASSESSMENTS AND FORECLOSURE

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

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

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

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

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

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

PAYMENTS

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

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

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

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

MEETINGS AND PAYMENT PLANS

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

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

RIVIERA GARDENS HOMEOWNERS ASSOCIATION

**SUMMARY OF POLICIES AND PROCEDURES OF LIEN RIGHTS AND
OTHER LEGAL REMEDIES FOR DEFAULT IN PAYMENT OF ASSESSMENTS**

*(Updated: Civil Code Reference Changes Effective January 1, 2014
(Revised: May 12, 2015)*

1. Regular and Special Assessments. Regular assessments are due and payable, in advance, on the first day of each month. If imposed, special assessments shall be due and payable on the due date specified by the Board. Assessments, interest, late charges, collection costs and reasonable attorney's fees, if any are imposed, are the personal obligation of the person who is the Owner of the subdivision interest at the time when the assessment or other charge fell due.

2. Late Charges. Regular and special assessments are delinquent fifteen (15) days after they become due. A late charge of ten percent (10%) of the assessment or ten dollars (\$10.00), whichever is greater, will be applied if payment in full of any assessment is not received fifteen (15) days after the payment is due.

3. Interest. Interest at the annual rate of twelve percent (12%) may be charged on all sums due that are thirty (30) or more days delinquent.

4. Additional Charges, Costs and Attorneys Fees. Pursuant to *Civil Code* § 5650(b) the Association is entitled to recover reasonable collection costs, including reasonable attorney's fees, incurred in connection with collection of delinquent assessments. Costs may include, but are not limited to, publication, recording, posting, service and mailing.

5. Application of Payments on Delinquent Assessments. Payments received on delinquent assessment accounts will be applied first to the regular or special assessments owed, and then applied to interest, late charges, collection costs, administration fees, attorney's fees, reimbursement assessments, and any other amount due to the Association in connection with collection of delinquent assessments.

6. Pay or Lien Letter. Any Owner who is more than thirty (30) days delinquent in the payment of his or her assessments may be referred to the Association's management company or the Association's attorney for collection and will receive a pay-or-lien demand letter, via certified mail. The letter will be sent at least thirty (30) days prior to a Notice of Delinquent Assessment Lien ("Lien") being recorded against the delinquent Owner's property, and will notify the Owner of record in writing of the following pursuant to *Civil Code* § 5660(a)-(f):

- (a) A general description of the collection and lien enforcement procedures of the Association and the method of calculation of the amount;
- (b) An itemized statement of the amounts owed, including delinquent assessments, fees and reasonable costs of collection, reasonable attorneys fees, late charges and interest charges, if any;

- (c) The Owner's right to inspect the Association's records to verify the debt;
- (d) The Owner's right to request a meeting with the Board of Directors, as set forth below;
- (e) That the Owner will not be liable for late charges, interest and costs of collection if it is determined that the assessment was paid on time to the association.
- (f) The Owner's right to dispute the debt by submitting a written request for dispute resolution to the Association pursuant to its meet and confer program (known as Internal Dispute Resolution or IDR) pursuant to *Civil Code* § 5910;
- (g) The Owner's right to request Alternative Dispute Resolution (ADR) with a neutral third party pursuant to *Civil Code* § 5935 before the association may initiate foreclosure against the Owner;

7. **Owner's Dispute of Debt/Request For Meeting With Board Prior to Lien/Commencement of Small Claims Lawsuit.** Pursuant to *Civil Code* § 5660 (a)-(f) and *Civil Code* § 5658, the Owner has the following rights:

- (a) **Meet and Confer.** Prior to recording a lien, the Association shall offer and, if so requested by the Owner, to participate in dispute resolution pursuant to the Association's meet and confer program (known as Internal Dispute Resolution or IDR) pursuant to *Civil Code* § 5910;
- (b) **Request to Meet With Board to Discuss Payment Plan.** The Owner may submit a written request to meet with the Board to discuss a payment plan for the debt owed. The Association will provide any standards it has adopted regarding payment plans to Owners. The Board will meet with the Owner in executive session in conjunction with a regularly scheduled Board meeting, within 45 days of the postmark of the request, if such was mailed no later than 15 days after the postmark of the pay or lien letter. If there is no regularly scheduled Board meeting within that period, the Board may designate a committee of one or more members to meet with the Owner.
- (c) **Payment Under Protest and Commencement of Small Claims Action.** In addition to pursuing dispute resolution pursuant to *Civil Code* § 5910, pursuant to *Civil Code* § 5658, the Owner may pay under protest the disputed amount and all other amounts levied, including any fees and reasonable costs of collection, reasonable attorney's fees, late charges, and interest, if any, and may thereafter commence an action in Small Claims Court provided the amount in dispute does not exceed the jurisdictional limits of that Court.

8. **Partial Payments** Owners may make partial payments without a written payment plan as described in paragraph 7 above; provided, however, that any such partial payment shall:
- a. Not stop any collection action;
 - b. Not invalidate any assessment lien already filed;
 - c. Not stop an already existing non-judicial foreclosure action;

- d. Not obviate the obligation to pay all collection fee and costs inclusive of late charges, interest, management fees/bookkeeping fees, title charges, lien fees and costs, trustee's fees and /or attorney's fees; and
- e. Further require (due to the additional bookkeeping and other administrative expenses incurred with a partial payment) that any Owner who submits a partial payment (without an approved payment plan as described in paragraph 7 above) will incur an administrative expense for each partial payment tendered and received by, or on behalf of the Association.

9. Lien/Notice of Delinquent Assessment. If the delinquent Owner does not bring their account current within thirty (30) days of the pay-or-lien demand Letter, and unless a dispute over such debt has been resolved or a payment plan has been entered into as set forth above, a Lien will be recorded against the Owner's property upon a majority of the Board voting to approve recording the Lien in an open meeting. The Board shall record the vote in the minutes of that meeting. Confidentiality shall be maintained by identifying the property by parcel number in those minutes. The President or other person designated by the Association, including the Association's managing agent or the Association's legal counsel, shall sign the Lien. The Lien shall include an itemized statement of the charges included in the amount of the Lien including the delinquent assessments and all other sum owed, such as late charges, costs and reasonable attorneys fees, a legal description of the property, the name of the record Owner, and the name and address of the trustee authorized to enforce the Lien by sale. A copy of the itemized statement of charges shall be recorded with the Lien.

A copy of such Lien will be mailed to the every person whose name is shown as an Owner of the separate interest in the Association's records within 10 days of the date the Lien is recorded. Upon receipt of a written request by an Owner (mailed in a manner indicating the Association has received the same such as by certified mail) identifying a secondary address to which the Owner wishes collection notices to be sent, the Association shall also send additional copies of any required collection notices to such secondary address. The Lien is subject to non-judicial foreclosure, and the property may ultimately be foreclosed upon and sold without court action to satisfy the debt owed. Reasonable collection costs incurred in connection with preparing and recording the Lien may be included in the amount of the Lien.

10. Dispute of Charges After Lien. Prior to initiating foreclosure for delinquent assessments, the Association shall offer the Owner and, if so requested by the Owner, shall participate in the Association's "meet and confer" program (known as Internal Dispute Resolution or IDR) pursuant to *Civil Code* §5910, or Alternative Dispute Resolution (ADR) with a neutral third party pursuant to *Civil Code* § 5935. The decision to pursue dispute resolution or a particular type of alternative dispute resolution shall be the choice of the Owner (binding arbitration not available if the Association pursues judicial foreclosure.)

11. Foreclosure. If the delinquent Owner does not bring their account current after the Lien has been recorded, and after the foregoing offers of dispute resolution have been presented, a majority of the Board may vote to initiate foreclosure on the Lien in an executive session meeting of the Board. The Board may only authorize foreclosure on a Lien for those regular or special assessments which are of an amount equal to or exceeding one thousand eight hundred dollars (\$1,800) exclusive of late charges, fees, costs of collection, attorney's fees and interest, or which are more than twelve (12) months delinquent. The Board shall record the vote in the minutes of the next meeting of the Board open to all members. Confidentiality shall be maintained by identifying the property by parcel number in those minutes.

The Board shall also vote to approve foreclosure on a Lien which vote shall occur at least thirty (30) days prior to any public sale of the Owner's separate interest property. The Board shall deliver notice of the decision to foreclose by personal service on the Owner or the Owner's legal representative, and by first class mail, postage pre-paid to non-occupant Owners at the most current address shown on the association's books. These limits do not apply to timeshares or assessments owed by developers.

Non-judicial foreclosure will then be commenced by the Association's law firm pursuant to the CC&Rs, and *Civil Code* §§ 5700(a), 5710(a), 5735, and 5710(c)(1)-(2) and 2924, *et seq.* as follows:

- (a) "Initiate Foreclosure"-Notice of Default and Election to Sell ("NOD"). A Notice of Default and Election to Sell (NOD) will be recorded with the County Recorder's Office which puts the property into foreclosure. The Association cannot continue with the non-judicial foreclosure on the property for ninety (90) days from the date the NOD is recorded. The delinquent Owner is responsible for all fees and costs incurred to initiate foreclosure in addition to the delinquent assessments, late charges and interest.
- (b) "Approve Foreclosure"- Notice of Sale (NOS). If the delinquency is not cured within ninety (90) days of the NOD being recorded, and upon receipt of approval and authorization of the action by the Board pursuant to a vote, the attorney will proceed by recording, publishing and posting a NOS. The delinquent Owner is responsible for all fees and costs incurred to prepare, record, publish and post the NOS, in addition to the delinquent assessments, late charges and interest.

12. Redemption. An Owner may redeem the property foreclosed upon by the Association by paying all amounts due and owing within ninety (90) days of the date of the foreclosure sale.

13. Lawsuit. The Association may, at any time, determine to file a personal lawsuit against the delinquent Owner to recover all delinquent charges pursuant to relevant law. All costs and attorneys fee in connection with the lawsuit, in addition to the delinquent charges and other collection costs, will be sought from the delinquent Owner.

14. Release of Liens Upon Payment. Within twenty-one (21) days of payment in full of all delinquent assessments and charges, or if it is determined that a Lien previously recorded was recorded in error, the attorney will prepare a Release of Lien which will be recorded by the County Recorder's Office, and will provide Owner with a copy of such release or notice that the delinquent assessment has been satisfied.

15. Right To Receipt. When an Owner makes a payment, the Owner may request a receipt and the Association shall provide same which shall indicate the date of payment and person who received such payment.

16. Overnight Payments. Payments may be made by overnight mail to the following address:

Riviera Gardens HOA
c/o Personalized Property Management
Attn: Accounts Receivable
68-950 Adelina Road
Cathedral City, CA 92234
(760) 325-9500

Riviera Gardens Home Owners Association



*The Coachella Valley's Community
Management Company*

68950 Adelina Rd.
Cathedral City, CA 92234
Phone: (760) 325-9500
Fax: (760) 325-9300

INTERNAL DISPUTE RESOLUTION PROCEDURE

The California Legislature has adopted new regulations codified in *Civil Code Sections 5900 through 5920*, which require Associations to adopt fair, reasonable and expeditious dispute resolution procedures, effective January 1, 2005. This is separate and apart from, and precedes, the formal ADR (Alternative Dispute Resolution) requirements set forth in *Civil Code Section 5925 through 5965*. The Association has adopted the following procedures as required under such law:

1. The Association or an Owner may invoke the procedures herein by submitting a request to the other to meet and confer in an effort to resolve any existing dispute. The request must be in writing.
2. An Owner may refuse a request to meet and confer made by the Association with the understanding that further enforcement action may be taken if the dispute is not resolved. The Association may not refuse a request by an Owner to meet and confer.
3. The Association's Board of Directors shall designate a Board member to meet and confer with an Owner.
4. The designated Board member and the Owner shall meet promptly at a mutually convenient time and place. The parties shall explain their positions to each other and attempt, in good faith to resolve the dispute.
5. Any resolution of the dispute agreed to by the parties shall be set forth in writing and signed by the Owner and the designated Board member on behalf of the Association.
6. An agreement reached under this procedure is binding on the Owner and the Association and is enforceable in court if both of the following conditions are met:
 - a. The agreement is not in conflict with law or the Association's governing documents.
 - b. The agreement is consistent with the authority granted by the Board of Director's to the designated Board member or is ratified by the Board.
7. Owners will not be charged a fee to participate in this process.

Riviera Gardens Home Owners Association



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ALTERNATIVE DISPUTE RESOLUTION

Beginning January 1, 1994, California law provides that when the owner of a separate interest (a Homeowner) or the common interest development (CID)/association brings an action:

- a) solely for declaratory relief or injunction relief; or
- b) either of those in conjunction with a claim for monetary damages; (Other than Association Assessments, not to exceed \$5,000) relating to the enforcement of the governing documents of the association, they shall endeavor to submit the matter to alternative dispute resolution (ADR).

What this means, in general, is that in those prescribed types of disputes, before filing a lawsuit, an attempt must be made to settle. This must be done in a semi technical manner. The method of beginning the attempt at ADR is to serve on the opposing party a Request for Resolution. With certain exceptions, the law requires a certificate be filed with any civil action, certifying compliance with the above stated requirements.

Please be advised that the statement above is intended to be only the broadest of interpretations and merely to advise that such a law exists. There are a number of other factors involved, including attorney's fees; arbitration or mediation costs; and the results of not conforming to this law (*Civil Code § 5925 through 5965*).

The California legislature has also provided that each year your Association must send out a summary of this law and that summary must specifically include the following excerpt of the law:

“Failure by any member of the association to comply with the pre-filing requirements of § 5930 of the *Civil Code* may result in the loss of your rights to sue the association or another member of the association regarding enforcement of the governing documents”.

As you can see, failure to comply with this law may prejudice your rights. We strongly urge each one of you to carefully read the statute and consult with an attorney prior to commencing any litigation regarding the enforcement of the governing documents.

Riviera Gardens Home Owners Association



*The Coachella Valley's Community
Management Company*

68950 Adelina Rd.
Cathedral City, CA 92234
Phone: (760) 325-9500
Fax: (760) 325-9300

FEDERAL HOUSING ADMINISTRATION (FHA)

Civil Code: 5300(b)(10)-(11)

As of the date of this mailing the FHA status of the Association is as follows:

Certification by the Federal Housing Administration may provide benefits to members of an association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.

This common interest development is a condominium project. The association of this common interest development is certified by the Federal Housing Administration.

Please refer to the FHA Website for current information: <http://portal.hud.gov>

Riviera Gardens Home Owners Association



*The Coachella Valley's Community
Management Company*

68950 Adelina Rd.
Cathedral City, CA 92234
Phone: (760) 325-9500
Fax: (760) 325-9300

DEPARTMENT OF VETERANS AFFAIRS (VA)

Civil Code: 5300(b)(10)-(11)

As of the date of this mailing the VA status of the Association is as follows:

Certification by the Federal Department of Veterans Affairs may provide benefits to members of an association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.

This common interest development is a condominium project. The association of this common interest development is certified by the federal Department of Veterans Affairs.

Please refer to the VA website for current information: <http://www.va.gov>

VIOLATION PROCEDURES & FINE POLICY

The procedures and fine policy in this section provide the necessary steps for notification of a violation, imposing a fine and conduct an appeal hearing before the Board. All parties are expected to act within a reasonable time.

1. A violation shall be reported to the Board of Directors, in writing only through the management company. The Board will address all violations on a case-by-case basis.
2. The management company will maintain files on violations and will determine action to be taken and arrange to notify the violator in writing giving a maximum of 30 days to correct the initial violation.
3. Notification of a violation hearing will be sent ten (10) days prior to the meeting by certified and first class mail. You may attend the hearing in person or send a letter to the board to be received prior to the date of the hearing.
4. Within fifteen (15) days after the hearing, a letter will be sent by first class mail advising the action taken. Any fine levied will be due and payable with the next regular association assessment.
5. Any appeal of a fine shall be in writing to the management company within thirty (30) days after notification of the fine.
6. Towing of vehicles will be immediate and will not require a hearing unless a fine is to be imposed after the towing.

FINE POLICY

FIRST NOTICE-Friendly reminder notice with 30 days to correct

SECOND NOTICE-Hearing notice with possible \$150 fine assessed to homeowners account with 15 days to correct violation.

THIRD NOTICE-Hearing notice with possible \$300 fine assessed to homeowners account with 15 days to correct violation.

FOURTH NOTICE-Hearing notice with possible \$750 fine assessed to homeowners account with 15 days to correct violation.

FIFTH NOTICE- A fine of \$50 per day will be assessed to the responsible homeowners account and sent to legal counsel for corrective action. Owner will be responsible for any fees incurred by the HOA to obtain corrective action from the responsible homeowner including legal fees.

**RIVIERA GARDENS HOMEOWNERS ASSOCIATION
PAINT COLOR GUIDELINES**

PAINT COLOR FOR ALL OF THE FOLLOWING ITEMS:

SCREEN DOORS
RAILINGS
GATES
SECURITY BARS

DUNN EDWARDS- **CASHMERE**
(THIS IS THE COLOR OF THE STUCCO)

YOU MAY HAVE THE COLOR MATCHED AT ANOTHER VENDOR IF YOU DESIRE BUT IT MUST BE THE SAME COLOR AS THE COLOR OF THE STUCCO.

IN JANUARY 2000, THE CITY OF PALM SPRINGS RECOMMENDED TO THE ASSOCIATION THAT ANY FUTURE PAINTING OF THESE ITEMS SHOULD BE ONE COLOR. THEREFORE THE BOARD DECIDED IN FEBRUARY 2000 THAT FOR ALL FUTURE PAINTING OF THESE ITEMS, DUNN EDWARDS CASHMIRE IS THE ONLY APPROVED COLOR FOR THESE ITEMS SO THEY ARE IN COMPLIANCE WITH THE CITY'S REQUEST.

RIVIERA GARDENS HOMEOWNERS ASSOCIATION
ARCHITECTURAL GUIDELINES

ARTICLE I - PURPOSE

The purpose of the Architectural Control Committee (“Committee”) is to ensure that exterior uniformity and architectural harmony are maintained. The Committee will make their recommendation to the Board for approval/disapproval. The final decision on all architectural matters is the responsibility of the Board.

The purpose of these Guidelines is to

1. Provide criteria for consistent decisions by the Board.
2. Serve as a means of communicating the design review guidelines to the Homeowner.
3. Assist the Board, Committee and Homeowner in the ongoing process of community design
4. Keep the condominium complex attractively uniform.
5. Promote those qualities in the environment which add value to the condominium complex, thus enhancing property values.

ARTICLE II – PROCEDURES

1. In compliance with CC&R Article VIII9, any change, addition or alteration to the exterior of any unit requires the written and dated approval of the Board.

Any change or Addition must also conform to City Building codes ordinances, and regulations. The Homeowner is responsible for obtaining all additional approvals and building permits once approval has been received from the Board. Homeowners whose units have unauthorized changes or additions will be liable for the costs of restoring said changes or additions to the original state within thirty (3) days of written notice of said violation. The Homeowner has the right to request a hearing before the Board; and in Executive Session if so requested. This request must be made in writing and within the Thirty (30) day period as specified above

2. Application packets may be picked up by the Homeowner at the

RIVIERA GARDENS HOA
SATELLITE DISH GUIDELINES

In order to preserve the architectural character and appearance of the community, the association requests the residence follow the requirements below when installing a satellite television antenna.

All satellite antenna dishes shall be mounted in accordance with the following guidelines.

1. Owner-applicant shall submit a Satellite Dish application on the Architectural Variance form; showing actual or proposed location of the satellite dish antenna prior to any installation. Within 30 days of the association's receipt of the application, the association and owner/installer shall agree upon a date and time for the Architectural Committee and or its representative to meet with owner/installer to approve and identify a permanent location for the satellite dish antenna. All antennas must be located where it would be the least visible or obtrusive to the surrounding common areas and street to minimize and negative impact.
2. The satellite dish must have a diameter of diagonal measurement of 36 inches or less.
3. Installation shall be made in accordance with applicable building, fire electrical and related codes. A building permit shall be obtained, if required by the local jurisdiction. The association will provide the permanent-mounting block affixed to the interior side of the shield wall to maintain the integrity of stucco and building. The installer can then mount antenna to the provided mounting block.
4. Wiring or cabling shall be installed so as to be minimally visible and blend into the material to which it is attached. Cabling should be run from the antenna on rooftops to the appropriate cable junction box for the owner applicant unit, located on lower building wall. Cabling must run vertically from roof down to the existing cable junction box; conduit should be used if more than three (3) cables exist. Installer must utilize any existing satellite antennas with junction blocks, when installing additional subscribers in the same building, to minimize the number of antennas to any on roof. If satellite dish antennas mast or wiring is visible they shall be painted so as to blend into the background to which it is mounted or placed. Installer shall not drill through stucco walls to run cable into units or run through windows. Installer must utilize the existing wall mounted cable junction boxes for appropriate unit located on each building.
5. Owner-applicant shall be responsible for the cost of maintenance, paint, repair and replacement of any parts of satellite dish, if for any reason, the exterior surface of the antenna or parts become worn or deteriorated.
6. Owner-applicant or installer shall be responsible for any damage to any and all real personal property or for any injury resulting from the installation of the satellite dish and or the continued use or maintenance, including any damage to the association's common area and or roof system.
7. If for any reason owner does not provide notice to association and or installs the satellite dish in a location, which is not consistent with these guidelines, the association shall have the right to require the owner move the satellite dish to another location in accordance with these guidelines. Any additional cost for relocating the satellite dish due to owner's failure to comply with these guidelines shall not constitute an unreasonable increase in costs as that term is used herein. Any action to enforce compliance with this section, the prevailing party shall be awarded reasonable attorney's fees.

Riviera Gardens Homeowners Association
c/o Personalized Property Management
68-950 Adelina Road
Cathedral City, CA 92234
760-325-9500- 760-325-9300 FAX

ARCHITECTURAL VARIANCE REQUEST

DATE: _____

APPLICANT: NAME _____
 ADDRESS _____
 TELEPHONE () _____ () _____
Main Number *Alternate/Cell*

RIVIERA GARDENS ADDRESS: _____
 MODIFICATION REQUESTED: _____

Total Cost of Estimate: \$ _____

WORK SCHEDULE:

COMMENCEMENT DATE _____ COMPLETION DATE _____

CONTRACTOR _____

ADDRESS _____

TELEPHONE _____

CITY/STATE LICENSE NUMBER(S) _____

TO ARCHITECTURAL COMMITTEE:

You are hereby advised that the following work is proposed and approval is requested. Attached is a drawing of work to be done and types of material to be used as indicated on the drawings. We understand that the City of Palm Springs may require building permits for home improvements and that the cost of the permits and Palm Springs may require building permits and subsequent inspection will be borne by the applicant. We agree to supply management a copy of the permit prior to starting work.

We acknowledge that all approved changes in the original design will be at our expense; that any and all damage to or relocation of existing sprinkler systems, underground utilities, building structure, and exterior landscaping or other damage resulting from the construction of the proposed improvements shall be at our expense. Additionally, any maintenance of the permitted improvements shall be at the applicant's expense, and the applicant agrees to hold the Riviera Gardens Homeowners Association harmless for the cost of maintenance of same. Furthermore, applicant agrees to hold the Riviera Gardens Homeowners Association harmless from any liability, damage and/or loss resulting from the construction or performance of the above said modification, whether or not pursuant to approved plans, drawings and/or specifications.

SIGNATURE OF _____
 ALL OWNERS _____

*****NOTE: PLEASE SUBMIT INFORMATION IN DUPLICATE
 SAMPLES OF ALL EXTERERIOR MATERIALS MUST BE SUBMITTED**

<p><u>FOR COMMITTEE USE ONLY:</u></p> <p>DATE RECEIVED _____</p> <p>PLANS _____ SETS SPECS _____ SETS</p> <p>FURTHER INFORMATION: _____</p> <p>DECISION: <input type="checkbox"/> APPROVED <input type="checkbox"/> REJECTED DATE: _____</p> <p>COMMENTS: _____</p> <p>BY: _____</p> <p>BY: _____</p>	<p>RESPONSE TO REQUEST</p> <p>MATERIALS _____ SETS</p> <p>ESTIMATE COPIES _____</p> <p>REQUESTED _____ RECEIVED _____</p> <p>TITLE: _____</p> <p>TITLE: _____</p> <p style="text-align: center;"><i>COMMITTEE MEMBERS</i></p>
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**CHARGES FOR DOCUMENTS PROVIDED AS REQUIRED BY
CIVIL CODE §4530* and § 4525***

Document Civil Code Section Included	Civil Code Section	Fee For Document	**Included	Not Available / Not Applicable/ Directly Provided by Seller & confirmed in writing
Articles of Incorporation or statement that not incorporated	Section 4525(a)(1)	10.00	✓	
CC&Rs	Section 4525(a)(1)	55.00	✓	
Bylaws	Section 4525(a)(1)	30.00	✓	
Operating Rules / Architectural Guidelines	Section 4525(a)(1)	20.00	✓	
Age restrictions, if any	Section 4525(a)(2)			✓
Rental Restrictions, if any	Section 4525(a)(9)			*Reference Governing Doc's
Annual Budget report or summary, including reserve study	Sections 5300 and 4525(a)(3)	25.00	✓	
Assessment and reserve funding disclosure summary	Sections 5300 and 4525(a)(4)	20.00	✓	
Financial statement review	Sections 5305 and 4525 (a)(3)	15.00	✓	
Assessment enforcement policy (Collection Policy)	Sections 5310 and 4525(a)(4)	15.00	✓	
Insurance summary	Sections 5300 and 4525(a)(3)	5.00	✓	
Regular assessment	Sections 4525(a)(4)		✓	
Special assessment	Sections 4525(a)(4)			✓
Emergency assessment	Sections 4525(a)(4)			✓
Other unpaid obligations of seller	Sections 5675 and 4525(a)(4)			✓
Approved changes to assessments	Sections 5300 and 4525(a)(4), (8)			✓
Settlement notice regarding common area defects	Sections 4525a)(6), (7) and 6100			✓
Preliminary list of defects	Sections 4525(a)(6), 6000, and 6100			✓
Notice(s) of violation	Sections 5855 and 4525(a)(5)			✓
Required statement of fees (Demand)	Section 4525	130.00		
Minutes of regular meetings of the board of directors conducted over the previous 12 months, if requested.	Section 4525(a)(10)	50.00		
**Total fees for these documents (also listed in the statement provided via Condocerts)		<u>\$375.00</u>		
Demand 1 day Rush Fee		\$250		
Demand 4 day Rush Fee		\$125		

* The information provided by this form may not include all fees that may be imposed before the close of escrow. Additional fees that are not related to the requirements of Section 4525 may be charged separately. The seller may, in accordance with Section 4530 of the Civil Code, provide to the prospective purchaser, at no cost, current copies of any documents specified by Section 4525 that are in the possession of the seller. A seller may request to purchase some or all of these documents, but shall not be required to purchase ALL of the documents listed on this form.

RIVIERA GARDENS HOME OWNERS' ASSOCIATION

Election Rules

Adopted in Accordance with Civil Code § 5100, et seq.

Adoption Date: February 19, 2020

1. Access to Association media: If any candidate or member advocating a point of view is provided access to Association media, newsletters, or internet web sites during a campaign, for purposes that are reasonably related to that election, equal access shall be provided to all candidates and members advocating a point of view, including those not endorsed by the Board of Directors, for purposes that are reasonably related to the election. The Association shall not edit or redact any content from these communications, but may include a statement specifying that the candidate or member, and not the Association, is responsible for that content.
2. Access to common area meeting space: Any common area meeting space, if such space exists, may be accessed during a campaign, at no cost, by all candidates, including those who are not incumbents, and by all members advocating a point of view, including those not endorsed by the Board of Directors, for purposes reasonably related to the election.
3. Qualifications of candidates for the Board of Directors: In order to run for the Board of Directors, the individual must be a member of the Association. Additionally, in order to run for the Board of Directors, the individual must satisfy all of the following:
 - a) Subject to the requirements of the law or the governing documents, be either current in the payment of regular and special assessments, have paid all currently-due regular and special assessments under protest, or be in a payment plan to bring all regular and special assessments current.
 - b) Be the only member of his/her separate interest running for election to the Board of Directors and/or serving on the Board of Directors.
4. Procedures for nomination of candidates for the Board of Directors: Any member may nominate himself or herself as a candidate for the Board of Directors if that member is otherwise qualified by submitting a written statement to the Association nominating himself or herself at least thirty days prior to when the election materials are prepared for distribution to the members. The Association or the inspector of elections must provide notice to the members of the opportunity to self-nominate at least thirty days before the deadline for the receipt of the written statement containing the self-nomination. Nominations may also be made by a nominating committee in accordance with the Association's Bylaws. Nominations may also be made from the floor of a members' meeting.
5. Voting rights: All members as of the record date of the election are qualified to vote. A member may not be denied a ballot for any reason other than not being a member at the time when ballots are distributed. A person with a general power of attorney for a member may not be denied a ballot on behalf of that member, and the ballot of a person with a general power of attorney for a member must be counted on behalf of that member if returned in a timely manner.

6. Voting power: Each membership (defined as a single separate interest within the Association, regardless of the number of co-owners) is entitled to one vote. In the event more than one ballot is cast for a particular separate interest, the inspector(s) of election may count only one ballot, and the inspector(s) shall have the discretion to determine which ballot to count. Cumulative voting is prohibited.
7. Voting period: The voting period for member elections shall commence when the ballot and any other election materials are distributed to the members of the Association and shall close at the election's member meeting at the time determined by the inspector(s) of elections. At least thirty days before an election, the inspector(s) of elections must deliver, or cause to be delivered, to each member the ballot or ballots and a copy of these Election Rules. These Election Rules may be delivered by either posting them to an internet website and including the corresponding internet website address on the ballot together with the phrase, in at least 12-point font: "The rules governing this election may be found here," or by individual delivery.
8. Candidate registration list and voter list: The Association or the inspector(s) of elections must retain, as association election materials (as defined in Civil Code section 5200), both a candidate registration list and a voter list. The voter list shall include name, voting power, and either the physical address of the voter's separate interest, the parcel number, or both. The mailing address for the ballot shall be listed on the voter list if it differs from the physical address of the voter's separate interest or if only the parcel number is used. The association shall permit members to verify the accuracy of their individual information on both lists at least thirty (30) days before the ballots are distributed. The Association or member shall report any errors or omissions to either list to the inspector(s) of elections who shall make the corrections within two business days.
9. Validity of proxies: Proxies may be used only to the extent permitted by the Association's Bylaws and only in compliance with the requirements of the Bylaws. A proxy is only valid, and may only be counted, if it complies with the Bylaws and if: 1) it identifies a proxyholder authorized to exercise the proxy who physically attends the meeting for which the proxy is being utilized; 2) it contains voting instructions; 3) it is signed by the member giving the proxy; 4) to the extent it contains an instruction for an election that directs the manner in which the proxyholder is to cast the vote, the instruction must be set forth on a separate page of the proxy that can be detached and given to the proxyholder to retain; and 5) it has not been revoked by the member prior to the receipt of the proxy by the Association. A proxyholder must cast the member's vote by secret ballot. To the extent a member casts a vote by a ballot and delivers that ballot to the Association's inspector(s) of elections, the act of delivering the ballot shall automatically revoke any proxy granted by that member for any subject on that ballot, and only the ballot's selections shall be counted for that member, with the ballot prevailing over the proxy's directions and the proxyholder's selections.
10. Irrevocability of a ballot: Once a ballot has been received by the inspector(s) of elections (or received at the location designated by the inspector(s)), it shall be irrevocable.
11. Inspector(s) of elections: The Board of Directors shall appoint one or three independent third party inspector(s) of elections. Inspector(s) of elections may not be a member of the Board of Directors, a candidate for the Board of Directors, related to a member of the Board of Directors and/or related to a candidate for the Board of Directors. If there are three inspectors of

elections, the decision or act of the majority shall be effective in all respects as the decision or act of all. The inspector(s) may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the inspector(s) deem appropriate, provided that the persons so appointed are independent third parties.

12. Authority and duties of the inspector(s) of elections: The inspector(s) of elections shall perform all obligations of the inspector(s) of elections set forth in the Davis-Stirling Act, the Corporations Code, and the Association's Governing Documents.

13. Document authority: Upon these Election Rules being adopted by the Board of Directors, these Election Rules shall be the sole Election Rules for the Association. Any prior versions of the Association's election rules are repealed in their entirety.

Election Rules – Exhibit A: Election Procedures & Timeline

1. At an open Board Meeting, the Board selects an annual meeting date. This date should be at least 105 days from the Board Meeting. At that meeting, the Board should also select an inspector of elections. The inspector cannot be under contract for any other purpose with the Association (such as the attorney or management company).
2. At least 90 days before the election, the Election Rules must be in place.
3. At least 90 days before the election, the Association or inspector shall provide general notice of the procedure and deadline for submitting a nomination. This must be done at least 30 days before any deadline for submitting a nomination. Individual notice shall be used for delivery if individual notice is requested by a member. The deadline for receipt of nominations must be at least 60 days before the annual meeting.
4. At least 60 days before the election (and 30 days before the ballots are sent out), the Association or inspector shall provide general notice (unless individual notice is requested) of all of the following:
 - (1) The date and time by which, and the physical address where, ballots are to be returned by mail or handed to the inspector of elections.
 - (2) The date, time, and location of the meeting at which ballots will be counted.
 - (3) The list of all candidates' names that will appear on the ballot.This provides an opportunity for candidates and members to correct any errors in their mailing addresses or other pertinent information, and it also to provide an opportunity for IDR to take place before a candidate is disqualified, if necessary.
5. In addition, the inspector of elections shall keep a voter list and candidate list. The voter list shall include name, voting power, and either the physical address of the voter's separate interest, the parcel number, or both. The mailing address for the ballot shall be listed on the voter list if it differs from the physical address of the voter's separate interest or if only the parcel number is used. The Association shall permit members to verify the accuracy of their individual information on both lists at least 30 days before the ballots are distributed. The Association or member shall report any errors or omissions to either list to the inspector who shall make the corrections within two business days. Note that, during this time period, members are only permitted to review their own contact information. They do not get to inspect the contact information for other members or otherwise see the complete voter list.
6. The inspector of elections shall deliver the ballots and the Election Rules to each member at least 30 days before the ballots must be returned. The Election Rules can either be delivered by individual deliver or by posting the Election Rules to an internet website and including the corresponding internet website address on the ballot together with the phrase, in at least 12-point font: "The rules governing this election may be found here:"
7. Every member must be given a ballot so long as he or she was a member on the date the ballots are initially distributed.

8. The inspector of elections must close the polls consistent with the voting instructions. Ballots for the annual meeting are to be tabulated at the annual meeting.

9. The tabulated results of the annual meeting shall be promptly reported to the Board, shall be recorded in the minutes of the next meeting of the Board, and shall be available for review by members of the association. Within 15 days of the election, the Association shall give general notice of the tabulated results of the election.

10. The inspector of elections shall maintain the Association election materials (the returned ballots, signed voter envelopes, the voter list of names and parcel numbers only, proxies, and the candidate registration statement) for at least one year. The Association election materials are subject to inspection and copying by members, except that: a) signed voter envelopes may be inspected only, and may not be copied; and b) the voter list subject to inspection and copying by members contains the names and parcel numbers only, and not the mailing address nor any additional contact information.

11. One year after the election, the inspector shall transfer all Association election materials to the Association.