

I. CORBETT PARK (RV FACILITY) RULES

Location: 27161 Shadel Road, Sun City, CA 92586

Eligible Residents as defined under Section B(1) below, may rent an assigned space within Corbett Park for the parking of a vehicle subject to the following.

The Sun City Civic Association (hereafter referred to as the SCCA) defines a vehicle eligible for parking in Corbett Park as: a travel trailer, 5th wheel trailer, pickup truck with camper, motorhome, trailer properly configured for transport of boats or water craft, ~~a toy hauler enclosed utility trailer~~, or vehicle (regardless of origin) that has been converted to have toilet facilities, sleeping facilities, and cooking facilities. The SCCA Office will decide whether a vehicle fits one of the above categories. Flatbed trailers and commercial vehicles are not permitted regardless of the intended use, unless approved by the SCCA Board.

Any violation of the rules may result in revocation of parking privileges, towing of the vehicle and impounding at the Owner's expense, and/or fines or other enforcement action allowed under SCCA's Enforcement Policy and Fine Schedule in Section H B below.

Regardless of the existence or method of any security provided or lack ~~there of~~thereof, the SCCA assumes no responsibility, or liability, expressed or implied, for any damage to any equipment, material, vehicle eligible for parking in Corbett Park, or person, from any cause whatsoever, or any incident that may occur in Corbett Park. All parking and use of Corbett Park is "at your own risk".

A. APPLICATION PROCESS:

1. A copy of the following MUST BE SUBMITTED to the SCCA Office along with any parking application:
 - a. name of the SCCA Eligible Resident,
 - b. a copy of a valid driver's license or photo ID of the Eligible Resident,
 - c. current valid Registration for the vehicle to be parked,
 - d. proof of insurance for the vehicle,
 - e. a photograph of the vehicle eligible for parking in Corbett Park, and
 - f. Payment of the current annual parking space lease fee. (-Please contact SCCA's **Manager Office** for current lease prices).

f.g. Signed liability release form, which includes the Corbett Park Rules and Violation/Enforcement Fine Schedule.
2. Parking space leases are for a specific assigned space and for a duration of twelve (12) months. The leases typically run from July 1 to June 30 the following year. All parking space leases terminate on June 30, of each year. Leases may be renewed annually ~~subject to availability~~.
3. Parking space lease fees are due in full at the start of each annual lease term (July 1) and are non-refundable if the Eligible Resident should vacate the space prior to the

- end of the lease, the prorated lease fee will be returned. If a new lease begins after July, the annual fee will be prorated for the number of months remaining in the one (1) year lease term.
4. All new leases must pay a gate key ~~fee and gate key~~ deposit. The gate key deposit will be refunded within thirty (30) days upon return of the key. Please contact SCCA's Manager Office for current fee and deposit ~~fees/prices.-).~~
 5. Upon receipt of the required documents and fees the SCCA office will assign a parking space and provide the owner of the vehicle eligible for parking in Corbett Park:
 - a. a copy of the current Rules and Regulations for use of Corbett Park,
 - b. ~~a~~ gate key, ~~and~~
 - c. parking ID card.
 6. Homeowner is responsible for actions of their tenants, if the tenant leases a space, including but not limited to the annual fee, removal of vehicle if in violation or tenant moves, and/or fines imposed.
 7. Person(s) leasing stall(s) must reside in the SCCA Community.

B. RULES AND REGULATIONS:

1. An "Eligible Resident" i.e. A resident of SCCA who has a valid Resident ID Card and is not in violation of any of the Association's Governing Documents and not delinquent in any monetary obligation to the Association.-
2. The SCCA is the sole owner of Corbett Park and will monitor and enforce compliance of all the Rules and Regulations set forth herein.
3. All Eligible Residents who pay for and accept a parking space agree all use of the facility by them, their tenants, guests, or family is at each person's "own risk".
4. The SCCA assumes no responsibility of liability, expressed or implied, for any damage to any property, equipment, material, vehicle, or person, from any cause whatsoever, or any incident that may occur in Corbett Park.
5. Any Eligible Resident who has an assigned space in Corbett Park assumes liability for any damages to facility caused by the Eligible Resident, their property, or their tenants, guests, family or their property.
6. A Parking ID card shall be clearly displayed on each vehicle inside the lower left hand corner of the vehicle window, or on a trailer tongue, or other visible location including owner contact telephone or other designated contact information at all times when the vehicle is in Corbett Park.
7. Annual renewals will be mailed to Lessees by June 1st of each year. The renewal form and Annual Lease Fee must be returned by mail or in person to the SCCA office no later than July ~~15~~14 of each year.
8. Renewal forms/fees not received by July ~~15~~14th of each year will automatically be assumed as terminated. Owners shall remove the vehicle on a terminated lease within fifteen (15) days of notification.termination. Vehicle on terminated leases not removed within fifteen (15) days of termination may If not removed it shall be towed at the owner's expense.

9. Copies of the current valid operational registration and proof of insurance must accompany the payment of the Annual Fee. Trailers for boats or water craft also require valid operational registration for the associated boat or water craft.
10. If any vehicle authorized to park in Corbett Park is replaced by another vehicle, the new vehicle must be registered to the existing lease and a copy of the operational registration and proof of insurance for the new vehicle must be brought into the SCCA office within 15 days.
11. Periodic inspections ~~shall~~may be made to verify that the vehicle parked in the space is on file with the SCCA. If a vehicle other than the authorized vehicle is parked in a Corbett Park space (except as in 21 below), the renter of the space will be notified that the office is aware the wrong vehicle is parked in the space and must be removed. If the wrong vehicle is still parked in the space 30 days after the notification the vehicle ~~may~~shall be towed at owner's expense without further notification.
12. Vehicles authorized to park in Corbett Park must be operational, in good repair, and actively used. Actively used is defined as removed from Corbett Park at least once each year. Corbett Park is not a long- term storage facility and may not be used to store wrecked, disabled, junk, or otherwise non-operational vehicles and/or parts.
13. Vehicles authorized to park in Corbett Park may not display business advertising. Leases of vehicles in violation of this rule may be terminated at the SCCA Board's discretion and the vehicle subject to tow at the ~~owners~~owners' expense.
14. Corbett Park is open from 7:00 a.m. to 7:00 p.m. seven days a week and may be monitored by patrol. Hours of operation are subject to change. Current hours including holiday hours may be obtained by contacting the SCCA ~~Manager~~Office.
15. The gates may not be opened for entry or exit outside of the hours listed in #14 above.
16. The Eligible Resident is responsible for keeping their assigned space free of weeds, trash and debris.
17. Trash receptacles are not provided on the premises.
18. Parking spaces are not to be used for storage of anything other than vehicles. Wheel covers and other items must not be left in the space when the vehicle authorized to park in Corbett Park is not there. Any items left in a temporarily vacant ~~space~~ ~~may~~space shall be removed by the SCCA at the owners' expense.
19. Covers including wheel and vehicle covers must be kept in neat and good condition.
20. Nothing shall be stored or blocking the path of the security beams along the fences.
21. An Eligible Resident may park another automobile in their assigned space not to exceed ~~90~~7 days if the vehicle authorized to park in Corbett Park is being ~~used~~ ~~repaired off site~~. The SCCA office must be notified in advance and provided the timeline the vehicle will be in place.
22. No temporary or permanent storage sheds or any other structures are allowed in Corbett Park.
23. Washing, painting, maintenance, and/or repairs of vehicles or equipment inside Corbett Park is prohibited.
24. All propane gas valves must be closed before any vehicle enters Corbett Park.
25. No gas valve, internal or external, shall be turned on while the vehicle is inside Corbett Park.

26. Vehicles authorized to park in Corbett Park must display a current valid license plate and registration tag while parked in Corbett Park.
27. Boats or watercraft must display a current valid registration sticker as well as a current license plate on the boat trailer.
28. Boat or watercraft trailers without boats may be stored in Corbett Park while the boat is not on the premises. The SCCA office must be notified in advance.
29. All boats or watercraft must be properly covered and maintained.
30. Absence of an authorized vehicle six (6) months or longer from its assigned space without written notification to the SCCA Office shall may result in termination of the lease.-
31. Vehicles authorized to park in Corbett Park must be parked in an orderly manner, properly secured, and must not extend beyond the boundaries of the assigned space.
32. Duplication, lending, or transfer of gate keys to another is strictly prohibited and may result in termination of the lease.
33. Gate keys must be returned to the SCCA office upon termination of a lease.
34. The Eligible Resident shall accompany and remain with any guest, tenant, or family member while in Corbett Park.
35. Waiting lists for Corbett Park spaces will be maintained in the SCCA office and availability will be on a “first come, first served” basis.
36. The vehicle authorized to park in Corbett Park is the only vehicle that may be parked in the assigned space, except as specified 21 above.
37. Tow dollies for vehicles authorized to park in Corbett Park are acceptable if attached to their rig and within the confines of the leased space.
38. The SCCA will remove weeds on the perimeter of the lot, spaces not currently leased, and in main aisles of the Corbett Park.
39. If a vehicle is in violation of one or more Corbett Park Rules when renewal forms are sent on June 1st, the vehiele homeowner will be given until July 1st to correct the violations. If the vehicle is still in violation of one or more Corbett Park Rules on July 1st, and other arrangements have not been made, after due process the vehicle shall may be towed at owner’s expense without further notification.
40. Any trailer may be attached to a vehicle authorized to pPark in a Corbett Park space, so long as the combination of vehicle and trailer stays within the assigned space.
41. If at any point, it is determined that a vehicle authorized to park in a Corbett Park parking space is actually not eligible to park in Corbett Park and was not at the time of authorization, the owner of the space will be asked to remove it and the prorated remainder of the Annual Fee will be returned. If the Owner fails to remove the vehicle, it shall-may be towed at owner’s expense.
42. A vehicle that meets all other requirements to be eligible to park in Corbett Park shall continue to be eligible only so long as its owner is an Eligible Resident.
 - a. If a vehicle owner loses Eligible Residency status and such status is not timely reinstated, parking privileges will be terminated.
 - b. If a vehicle owner loses Eligible Residency status and there is good reason to think -such status will be timely reinstated, the office may offer an arrangement with a deadline for resuming such status that is appropriate to the circumstances. Parking privileges will be terminated if deadline is not met.

- c. If parking privileges are terminated then the vehicle shall be removed within ~~fifteen (15)~~twenty (20) days or shall be towed at owner's expense. The prorated remainder of the Annual Fee will be returned.
- 43. Authorization to use a parking space within Corbett Park is not transferable. If a person authorized to use a parking space within Corbett Park ceases to use that space, the SCCA office has sole authority to terminate the lease and to assign that space to another person in accordance with current procedures.
- 44. If a parking space that has been paid for is vacant for the entire prior year, parking privileges shall not be renewed on ~~June~~July 1st.
- ~~44.45.~~ Lock gate upon entering or leaving the facility.

~~H. ENFORCEMENT AND FINE SCHEDULE~~

~~The Sun City Civic Association (the “Association” or “SCCA”) has the right to enforce the Association’s Governing Documents pursuant to the CC&Rs and California law. This right includes but is not limited to, demanding the Owner of the unit cease the offending action, suspending the Owner’s membership rights, fining the Owner of the Unit which the violation is associated, and taking legal action.. Once the Board of Directors is aware of a potential violation, the Board will investigate and take appropriate action which may include enforcement against the Owner. However, nothing in this section obligates or requires the Board of Directors or its authorized committee to take any action against an Owner or individual resident. Owners have the right to enforce violations of the Governing Documents against any other Owner.~~

~~A. DUE PROCESS~~

~~Prior to the imposition of any disciplinary action including the levy of a fine, the Owner shall be given notice and an opportunity to appear in person or in writing before the Board of Directors or appropriate committee. Due process will be conducted in a manner consistent with Civil Code §5855 such that at least 10 days’ notice will be given of any hearing and within 15 days after the hearing the owner will be notified in writing of the outcome (Hearing Outcome Letter).~~

~~B. ENFORCEMENT GUIDELINES~~

~~Generally, the Association will adhere to the following discipline and fine protocol for violations of the Governing Documents. However the Board reserves the right to accelerate the process, skip steps, repeat steps, or otherwise modify the process as the Board determines necessary based on individual circumstances.~~

- ~~1. Notice of Violation (Warning Notice): Initial warning letter and request to correct violation within a reasonable amount of time as determined by the Board or its committee.~~
- ~~2. Second Notice of Violation: Reminder notice with request to cure violation within a reasonable amount of time as determined by the Board or its committee.~~
- ~~3. Notice of Hearing: The Notice of Hearing will be sent setting forth the violation and requesting immediate remedial action. Also, The Notice of Hearing will establish a possible fine amount and/or other discipline and set a hearing regarding the fine. In addition to or in lieu of a monetary fine, the Association may also assess attorneys’ fees and costs, if any, associated with the enforcement action. A Hearing Outcome letter will be sent within 15 days of the Hearing.~~
- ~~4. Note: For subsequent violations (2nd, 3rd, etc.) of the same type (same offense as prior violations), no Notice of Violation may be sent to the Owner. Instead, the Association may immediately send a Notice of Hearing establishing a fine amount and setting a hearing regarding the violation and fine amount at least ten (10) days from the date appearing on the Notice of Hearing. For subsequent violations of the same type, the Board may assess fines pursuant to the schedules established for second and third violations.~~

~~In addition to the fines outlined below, the Board shall also have the authority to suspend privileges of the Owner and any tenant, guest, resident or invitee of their Unit to use the common facilities, and/or to levy a reimbursement fine to reimburse the Association for any costs incurred in connection with the violation. for any infraction.~~

~~The Association may, at any time, refer any infraction to the Association's legal counsel for enforcement. In such case, the Owner may be responsible for the associated attorney's fees and costs.~~

~~The Association may pursue one or more remedies simultaneously. The selection of one remedy does not preclude the Association's right to pursue others.~~

~~C. FINE SCHEDULE For Any Violation Other Than Age Restriction~~

- ~~1. 1st Violation: \$100.00 for initial violation.~~
- ~~2. 2nd Violation: \$200.00 for same offense.~~
- ~~3. 3rd Violation: \$300.00 for same offense.~~
- ~~4. Additional violations: \$300.00 each separate occurrence or continuing every specified period (month/week/day, etc.) the violation remains uncured.~~

~~A continuing violation is one wherein the Board has notified the Owner of a violation and the Owner has not taken full and complete corrective action to cure the violation. In such case, a continuing fine may be imposed. That fine will be described in the Hearing Outcome letter sent subsequent to the hearing.~~

~~D. FINE SCHEDULE Age Restriction Violations: The following schedule of Fines and Penalties applies to the 55+ Community Requirement including Age Verification~~

- ~~1. Failure to comply within the first notice: \$500.00 per occurrence/per person (typically applies to first month period following the Hearing).~~
- ~~2. Failure to comply within the second notice: \$1,000.00 per occurrence/per person (typically applies to second month following the Hearing).~~
- ~~3. Continued failure to comply: \$300.00 per month, per occurrence (typically third month every month thereafter until compliance is met).~~

~~NOTE: The Association reserves the right to make any of the above fines a continuing fine which will be assessed monthly to your account until the violation is removed. Additional hearings are not required for the levying of ongoing fines in the same amount.~~

III. FACILITY USE PROCEDURES

A. PURPOSE

The Sun City Civic Association (SCCA) facilities are maintained, managed, and operated under the direction of the SCCA Board of Directors, in accordance with the Association's Governing Documents and all applicable Federal, State, and Local laws.

Use of the SCCA recreational facilities shall not conflict with the Association's primary purposes, overburden the facilities, or unreasonably prevent Eligible Residents from having a fair opportunity to use the facilities.

The primary purpose of the Facilities Use Procedure is to protect the rights and privileges of Eligible Residents and, secondarily, the rights and privileges of clubs and organizations that have been approved by the Board of Directors to use SCCA facilities. The Board retains the right to schedule days and hours of use, the right to review Clubs using the facilities, and the right to revoke, suspend, or deny privileges for violation of any part of this procedure or any other SCCA Governing Document.

B. DEFINITIONS

1. **SCCA Member:** An owner of residential property within the Sun City Civic Association.

~~1.2.~~ **Approved:** A Club or Organization that is "approved" means that the SCCA Board has determined that it meets the criteria established ~~in Section of this procedure~~ for eligibility to use SCCA facilities.

~~2.3.~~ **Club or Organization:** A group of Eligible Residents who gather to enjoy and participate in a social or recreational activity of mutual interest.

~~3.4.~~ **Eligible Resident:** A resident of SCCA who has a valid Resident ID Card in his or her name and is in good standing, ~~ie.i.e.~~ Not in violation of any of the Association's Governing Documents and not delinquent in any monetary obligation to the Association.

~~4.5.~~ **Governing Documents:** Rules or regulations that govern the administration, maintenance, or use of the Corporation and its facilities. These include, but may not be limited to, the Articles of Incorporation, Declaration (CC&R's), Bylaws, Facilities Use Procedure, and any other rules and regulations established by the Board of Directors.

~~5.6.~~ **Guest:** An individual who is not an Eligible Resident of the SCCA, and is a member of one of the following categories:

a. **Houseguest.** An individual temporarily staying in an Eligible Resident's home, while the Eligible Resident is present, for a period of time that, in the aggregate, does not exceed sixty (60) days per calendar year. An individual who occupies the residence in the absence of the Eligible Resident is not considered a *Houseguest* for the purposes of this Procedure. In addition, no Member shall be permitted to rent or lease his or her Residence for transient or hotel purposes.

b. **Visitor.** An individual who is an invitee of the Eligible Resident, whose use of the facilities shall be restricted to infrequent and occasional use. If a Club

violates the intent of this section, the Board may revoke the Club's approved status and may prohibit the Eligible Resident's invitee from using SCCA facilities. A resident who is not eligible to use the SCCA facilities (does not hold a Resident Activity Card) shall be considered a Visitor.

- c. A guest in either of the above categories does not need to be 55+ and must be accompanied by a Member.

~~6.1. SCCA Member: An owner of residential property within the Sun City Civic Association.~~

C. GENERAL GUIDELINES

1. Rights to use SCCA facilities, furnishings, equipment, or grounds are primarily for Eligible Residents of the SCCA. The Board may authorize additional individuals to use the facilities at their discretion.
2. Eligible Residents may bring guests to the facilities on an infrequent and occasional basis. Eligible Residents are limited to a maximum of six (6) ~~g~~Guests per household at any one time.
3. Eligible Residents must sign their ~~g~~Guests into any activity and remain at the activity with their ~~g~~Guest(s) at all times. Responsibility for an Eligible Resident's ~~g~~Guest(s) may not be delegated to the SCCA or to anyone else.
4. If a sign in sheet is needed, contact the SCCA office and one will be provided. All sign in sheets must be provided to the SCCA office after each meeting in a timely manner within twenty four (24) hours of the function.
5. Guests may not use certain facilities, which include but may not be limited to, the Lapidary Shop, Wood Shop, Ceramics Room, Art Room, Fitness Center, and Spa. The Board of Directors reserves the right to determine which facilities are suitable for use by ~~g~~Guests at any time. Please contact the SCCA Office for a list of facilities currently not available for Guest Use for further details.
6. SCCA facilities may not be used for commercial purposes including but not limited to creating or constructing items that will be sold for personal gain. The only exceptions to this rule are items sold during Board approved activities, or sales of tickets for Club functions.
7. ~~The SCCA premises may not be used for commercial purposes including but not limited to selling items for personal gain. The only exceptions to this rule are items sold during Board approved activities.~~
8. No gambling or similar activities are allowed except where conducted in compliance with state or federal law, including but not limited to Penal Code Section 320.5 governing raffles by non-profit charitable/beneficial organizations. Events require Board approval including events that require any type of license.-
9. SCCA permits the service (not individual sale) of alcohol to be consumed at SCCA sponsored or approved activities, including club activities. All other consumption of alcohol on SCCA facilities is prohibited. Use of illegal drugs is ~~be~~ prohibited.
10. The SCCA Campus is a smoke free facility including tobacco, marijuana and other smoke producing activities. Additionally, the use of "E" cigarettes or other vapor delivery systems is also prohibited whether or not such system delivers nicotine, THC, CBD or other chemical.

11. The SCCA reserves the right to deny access to or terminate the immediate use of the facilities including but not limited to use of the pool or spa to any person who is creating a nuisance or interfering with the rights of others seeking quiet enjoyment of the facilities. For the purposes of this procedure, "nuisance" includes, but is not limited to:
 - a. offensive, obnoxious, unreasonably loud or threatening language or behavior,
 - b. recklessness that threatens the health and safety of themselves or others,
 - c. being under the influence of drugs or alcohol, or
 - d. loud music.

12. All Eligible Residents are required to have an Eligible Activity Card with them at all times when using any facility and should be prepared to provide it to the SCCA management upon request (~~HD Key Card~~) to access the Pools, Spa and Fitness Center area and all facilities and to serve as their SCCA Membership Identification ~~for use of the Facilities.~~

~~12.~~13. Certificates of Insurance naming the SCCA as additional insured must be provided in accordance with the SCCA Insurance Guidelines.

D. SCCA BUILDINGS & FACILITIES

1. SCCA buildings and facilities are locked on a 24-hour basis when not in use for a scheduled activity. Facilities Operations personnel are instructed not to open buildings or facilities without permission from the SCCA Office.
2. In the event a Club's assigned room for a weekday, daytime activity is still locked at the beginning of the scheduled period, the responsible Club member should report the fact to the SCCA Office, not to Facilities Operations personnel. The Office will maketake the appropriate steps to remedy the situation.
3. If the same problem occurs for an activity scheduled after 5:00 p.m. or on weekends, proof of event approval will be required before Facilities Operations personnel will open the room. A Club may request a copy of the approved form from the SCCA Office prior to the evening or weekend event. It is recommended that a club have proof of event approval in hand for any event scheduled after 5:00 p.m. or on weekends.
4. No object may be affixed to any surface of the SCCA facilities without prior written approval of the Board or the SCCA Office.

E. BULLETIN BOARDS/DIGITAL DISPLAYS

1. Material for posting on the SCCA's bulletin boards or digital displays must be approved in advance by the SCCA Office. The material must pertain to SCCA Club activities or be of general benefit to membership. The material may be posted for a period not to exceed two (2) weeks. The maximum size allowed for the materials is 8.5" x 11" or in JPEG format.
2. SCCA bulletin boards or digital displays are located throughout the SCCA campus. All posts must be approved in advance in writing by management and must comply with these Rules & Regulations.
3. Commercial advertisements may not be posted ~~on any bulletin board or~~ at any other location on SCCA property.

F. CLUBS & ORGANIZATIONS

1. All organizations approved to use the SCCA facilities will be designated as Clubs. Each Club must register with and provide the proper documents to the SCCA Office, even if it does not collect dues or have any officers. See Section (H) below.
2. Wood Shop, Lapidary, Ceramics and Arts & Crafts Clubs must designate two members to serve as contact persons for the SCCA Office.
3. No Club may use "Sun City Civic Association" in its name or any derivation thereof, including the "sun" logo. Clubs do not have any independent authority to act on behalf of the Association, unless specifically provided that authority through a Board approved charter or act.
4. Clubs may participate in inter-club competition. This means that a Club approved for use of the SCCA facilities may invite an outside club of the same interest to compete against it, as approved by the SCCA office.
 - a. The outside club and its attendees shall be considered to be a guest of the SCCA approved club members. Such invitation is not to be extended to any member(s) of the general public.
 - b. When Clubs participate in intra-club competition (competition between Club members), Eligible Residents of the SCCA and their gGuests may participate if gGuests are allowed by Club rules.
 - c. Clubs may not invite gGuests to compete regularly on an intra-club basis.
5. Programs sponsored by County, State, or Federal agencies, Board-approved activities, Patriotic Holiday Observances, and other functions to which any non-Member is invited, shall be under the direction of the SCCA Board of Directors. Public events are prohibited.
6. Clubs approved to use SCCA facilities shall be responsible for purchasing their own supplies. The SCCA will supply a coffee maker, carafe and water pitchers for use only. Requests for service, repair, or replacement of SCCA owned equipment must be submitted in writing to the SCCA Office.

G. PUBLIC SERVICE ORGANIZATIONS (PSOs)

1. Permission to use the facilities may be granted to Public Service Organizations (PSOs) that reflect the legitimate needs of the community. ~~PSOs may have one (1) special use of the SCCA facilities without a use fee required, however if allowed by law, are required to submit a deposit at the time of reservation for the approved event.~~
 - a. A ~~fee refundable deposit~~ of \$150.00 is required ~~for reservation/use of the facilities.~~
 - b. A refundable deposit of \$150.00 is required and will be returned to the PSO within thirty (30) days of the reservation once the facility has been verified by management as returned in its original and clean condition.
 - c. If the room is not returned to its original condition an additional fee of \$150.00 will be charged.
 - d. Any additional events must be approved by the SCCA ~~Board of Directors office~~ in writing, ~~and if allowed by law, require~~

~~payment of such deposit as well as a \$300 non-refundable fee in order to reserve the facility.~~

~~1.e. The group will also be subject to the authority of the SCCA Board of Directors and agree to follow all SCCA procedures, rules, and regulations and must provide proper insurance, for all events held at the SCCA facility outside of any monthly business meetings allowed. A business meeting is defined as a gathering of the PSO members to discuss an agenda including items and announcements affecting the PSO. A business meeting, as defined in these Rules, cannot include any fee charged to those that attend.~~

2. In order for a group to qualify for consideration as a PSO, it must satisfy at least two of the following criteria:
 - a. The group must serve the public in general and be subject to the control and authority of a known public agency (Veterans Organizations, AARP, etc.)
 - b. The group must be a non-profit organization and work in conjunction with other non-profit organizations.
 - c. The group must provide services to the SCCA community at no cost.

~~3. Groups that qualify for PSO status with SCCA at this time are as follows:~~

- ~~a. AARP Tax Preparation~~
- ~~b. AARP 55+ Driver Safety Course~~
- ~~c. GFWC Menifee/Sun City Woman's Club~~
- ~~d. Lions Club~~
- ~~e. Merrymakers~~
- ~~f. Menifee Crime Watch~~
- ~~g. Menifee Valley Amateur Radio Club~~
- ~~h. Philanthropic Educational Organization (P.E.O) Chapter TA~~
- ~~i. Riverside County Registrar of Voters~~
- ~~j. Veterans Organizations~~

H. USE OF FACILITIES

1. Clubs and PSOs

- a. Clubs and PSOs requesting use of the SCCA facilities must make an annual written application for such use at the SCCA Office, using SCCA approved forms.
- b. Written application for regular use of the facilities begins with the application being submitted to the SCCA Office for review by the Board of Directors. Applications must include the following:
 - i. Bylaws, if the Club/PSO has them established and an adopted statement contained in the Bylaws or otherwise that the Club/PSO is a non-profit organization whose primary purpose is for recreational or social activities. The statement should further state that, as long as the Club/PSO uses the SCCA facilities, the Club/PSO agrees to abide by all SCCA Governing Documents relating to the use of the facilities, regardless of any conflicting provision a state or national charter may impose.

- ii. A list of all current Club/PSO members' names, addresses, and SCCA number shall be submitted with each annual renewal application.
- iii. A roster of currently elected officers. The president or leader will be the member who is accountable to the SCCA for the Club's/PSO's activities.
- iv. No officers are required if a Club/PSO has no income (dues, fund-raisers, etc.) However, an Eligible Resident designated by the Club/PSO to be the Club's/PSO's representative must complete and sign the required application forms, provide the purpose for the Club/PSO, and accept responsibility for the Club's/PSO's use of the facilities.
- c. Clubs/PSOs approved to use SCCA facilities must file all required paperwork with the SCCA Office starting January 1st, and no later than February 1st, each year. Failure to do so may result in suspension of the Club's/PSO's facilities use privileges.
- d. The SCCA Office will review all applications, including applications for special events, to make sure they have been completed accurately. The applications will be submitted to management for review and approval. Certificates of Insurance naming the SCCA as additional insured must be provided in accordance with the SCCA Insurance Guidelines
- e. Once the Board of Directors grants approval for a Club/PSO to use the SCCA facilities, the Club/PSO is responsible for ensuring its members and guests following all rules and regulations pertaining to use of the facilities.
- f. Each Club/PSO must have on file in the SCCA Office the number of hours it wishes to use a specified room, including preparation and clean-up time, and a diagram showing the room set up. Any changes in the room set-up information are due no later than two weeks prior to the event to allow management to include it in their schedule.
- g. When requesting times for events, consideration should be given to other activities that are scheduled that same day. Please allow time for the room to be reset to your specifications.
- h. Use of facilities is granted on a "first come, first served" basis. The SCCA reserves the right to cancel any event, with advance notice, if a room or building is needed for Association business.
- i. Requests for "split-time preparation", such as dropping off supplies or starting coffee, and then leaving the room until event start time, will not ~~t~~ be granted. This practice makes costly demands on Association personnel and presents security issues. Allow enough time for preparation within the period requested when submitting the forms for your event.
- j. The president or other designated responsible person for a Club/PSO must be present in the assigned room throughout the entire scheduled event.
- k. Clubs/PSOs must use the sign-in sheets provided by the SCCA (available from the SCCA Office) for each meeting or gathering on SCCA property. The sign-in sheets are to be turned in to the SCCA Office weekly or monthly, depending on how often the Club/PSO meets.
- l. Storage areas assigned to a Club/~~PSO~~ must be properly marked by management. A duplicate key or combination to a lock must be furnished

to the SCCA Office. Clubs/~~PSOs~~ are not permitted to store items outside of their assigned storage space.

- m. Facilities, furnishings, and equipment are to be left clean and in good order. Clubs/PSOs are responsible for any damage done by members or guests during a scheduled event and must compensate the SCCA for such damage.
 - n. A cleaning fee of \$100.00 may be charged to any Club/PSO or organization that does not satisfactorily clean up a room after use. Likewise, if a Club/PSO or organization finds unacceptable conditions in a room they are scheduled to use, please notify the SCCA Office (before 5:00 p.m.) or Facilities Maintenance & Operations personnel (after 5:00 p.m.) at the earliest time possible.
 - o. Clubs/PSOs are responsible for the cost of any overtime hours required of the Facilities Operations personnel as a result of a scheduled event. Evening activities must end by one (1) hour prior to closing shifts of staff so they can appropriately inspect and clean as needed.
2. Eligible Residents
- a. Eligible Residents are required to fill out a Member Form to be registered with the SCCA office. The form shall provide information on all person(s) residing at the SCCA property address.
 - b. Each Eligible Resident may obtain one (1) ID key card. Key cards are not transferrable. Cards must be returned to the SCCA when a resident moves.
 - c. If a card is lost or stolen, a replacement fee will apply. Please contact the SCCA Office for current fees. At the time of purchase, the lost or stolen card will be deactivated immediately. If found, the card is to be returned to the SCCA office ~~and may not be reactivated for the same Eligible Resident.~~
 - d. Eligible Residents may reserve an SCCA Facility space for a private event. From time to time, as allowed by California law, the Board will determine which SCCA spaces may be reserved. There is no additional fee or charge if the event occurs as scheduled and the space is left clean and undamaged.
 - i. The Eligible Resident must fill out and submit an SCCA Facilities Reservation Form and submit it to the SCCA office. Maintenance will prepare the space as specified on the SCCA Facilities Reservation Form.
 - ii. The SCCA Office will select and assign an SCCA space based on availability on the requested date, the number of guests expected, and other requirements as listed on the SCCA Facilities Reservation Form.
 - iii. Unless prohibited by law, the Eligible Resident must make two deposits in the form of checks.
 - Security Deposit. See the Reservation Form for the current amount. From time to time, the Board will adjust this amount. This check will be returned when a maintenance crew reports the space to be clean and undamaged or if the event does not occur.
 - Cancellation Deposit. See the Reservation Form for the current amount. This deposit will not be returned if the event is cancelled in less than ten (10) days before the scheduled date. This deposit will be returned if the SCCA is notified of a cancellation ten (10) or more days before the scheduled date or if the event occurs as scheduled.

- The two deposits are independent. Return of the Security Deposit is not dependent on cancellation issues. Return of the Cancellation Deposit is not dependent on cleanliness or damage issues.
- iv. Unless prohibited by law, Eligible Residents must show that they have homeowners insurance or renters insurance that would be applicable for an event on SCCA property.
- v. Unless prohibited by law, Eligible Residents must show SCCA Office that they have an insurance rider applicable to their event if they plan to serve alcohol. The Board will determine the minimum amount of the rider. See the Reservations Form for the current minimum. Refer to the SCCA Insurance Guidelines for specifics.

I. REVIEW AND APPROVAL OF APPLICATIONS

1. Use of the SCCA facilities is not automatic upon application but is dependent upon a Club's acceptance of and compliance with all SCCA Governing Documents. Applications are received on a first come, first serve basis, with no particular Club having priority over another. Use of facilities may be suspended in the event of a violation of any of the Governing Documents.
2. New Club applications must be approved by the SCCA Board and will be valid for one (1) year.
3. Renewal applications are due annually. A letter with the annual renewal packet may be given to each club in December, describing what information is needed and the date the information is due. Clubs that have not submitted complete renewal applications by the designated date will be considered inactive and may lose their listing on the schedule for assigned rooms. Certificates of Insurance naming the SCCA as additional insured must be provided in accordance with the SCCA Insurance Guidelines.

J. SUSPENSIONS

Use of the SCCA facilities may be suspended at the sole discretion of the SCCA Board for reasons that include, but are not limited to, the following:

1. A Violation of any SCCA Governing Documents.
2. A Club cancels a function that requires special setup without at least 24-hour notice to the SCCA Office during business hours.
3. Failure to notify the SCCA Office of a cancellation that results in another Club being unnecessarily denied use of the room.
4. Use of a room, or the advertisement of such use, without prior approval, or failure to vacate a room at the end of the scheduled time.
5. Leaving a room in unsatisfactory condition.
6. Not keeping the assigned storage cabinets ~~are not kept~~ in good order.
7. Duplicate keys or lock combinations to storage areas have not been furnished to the SCCA Office.

K. SPECIAL EVENTS

1. The annual application for use by Clubs is for regularly scheduled meetings only. Any other activity, including fundraisers, should be submitted on a Special Events form.
2. A written application for special one-time events must be submitted on the Special Events form, available in the SCCA Office. These requests need to be submitted as soon as possible and, in any event, not less than thirty (30) days prior to the event date.

L. COMMERCIAL SPONSORED PROGRAMS

1. Applications for commercially sponsored programs or "outside events" shall be referred to the SCCA Board of Directors for review and approval.
2. ~~When~~Should the Board of Directors deems a program or an organization to be of benefit to the entire senior community, the Board may elect to waive the restrictions against commercial sponsors, attendance by the community-at-large and advertising to the public.
3. Clubs desiring to sponsor a commercial group should be aware that this sponsorship is for Eligible Residents and their ~~g~~Guests only. Other customers of the commercial enterprise must be excluded, unless authorized by the Board as in "2" above.

IV. FITNESS CENTER RULES

Eligible residents are responsible for their own safety. Members who use the facilities do so at their own risk. We encourage everyone to become familiar with first aid and AED (defibrillator) equipment and locations, which can be found in the Billiards Room, near Olympic Pool, in the lobby of Webb Hall, and in the SCCA office.

- A. The Fitness Center is for the exclusive use of SCCA Eligible Residents in good standing. No guests are allowed. The hours of operation are posted on the SCCA website, pool area the Fitness Center and management office.
- B. All participating Eligible Residents shall read and observe all rules posted for the use of each piece of equipment that has instructions for use displayed.
- C. All participating Eligible Residents, to prevent skin abrasions, shall wear appropriate protective clothing. Wet swimsuits-are not permitted in the Fitness Center.
- D. No open toe shoes or sandals are permitted in the Fitness Center.
- E. As a courtesy, it is recommended that the use of all equipment is limited to fifteen (15) minutes per member when others are waiting.
- F. Adjustment for participants will vary for each piece of equipment and is permitted. Members shall return the equipment to its lightest weight, neutral or zero position, and re-rack free weights when finished with each piece of equipment.
- G. Violations of these rules shall be reported to the SCCA management team during business hours. Participants are encouraged to call 911 if the need for medical assistance exists.
- H. Ear plugs/headphones of any type shall be used when listening to music, as a courtesy to others.
- I. Report damaged or malfunctioning equipment to the SCCA office immediately.

V. GENERAL RULES

The Sun City Civic Association (SCCA) is a 55+ community that offers many advantages to its senior residents. In order to protect these benefits certain restrictions and limitations are placed upon property owners and residents. By creating and maintaining an attractive community, the SCCA will remain a desirable place for seniors to enjoy.

A. AGE VERIFICATION/PROOF OF OCCUPANCY RIGHTS

Every occupant of a residential property in the Sun City Civic Association must complete an Age Verification form and, to certify their eligibility, property Owners must provide details of occupancy for anyone residing at their property within the Sun City Civic Association, a senior community. All residents must have proof of age (copy of driver's license, passport or government photo ID). Occupancy must be re-verified every two years in accordance with HUD regulations. In addition to completing the Age Verification form, every occupant who is or seeks the status of a PERMITTED HEALTH CARE RESIDENT or QUALIFIED PERMANENT RESIDENT, as defined in Civil Code Section 51.11 and the Association's Amendment to the First Amended and Consolidated Declaration of Restrictions, must complete the Permitted Health Care Resident/Qualified Permanent Resident Verification Form (and Physicians Certificate, if applicable). A new Permitted Health Care Resident/Qualified Permanent Verification Form, and Physicians Certificate, must be submitted with the Age Verification when the bi-annual HUD census is conducted.

All residents of the SCCA shall be 55 years of age or older, or shall qualify for residency in accordance with the SCCA First Amended Consolidated Declaration of Restrictions (Paragraph 5) and all applicable State and Federal laws governing senior communities.

Failure to provide Age Verification Forms may result in fines being imposed and/or suspension of facility privileges. All homeowners are responsible to assure their tenant forms are submitted when required.

B. BICYCLES & SIMILAR ROLLER DEVICES

Skateboards, scooters, roller blades and/or roller skates are not allowed on any SCCA Common Area. Bicycles shall not be ridden on the SCCA Common Area except in designated areas and only when ridden by SCCA Eligible Residents and their guests. Motorized wheelchairs and handicap scooters are not subject to this rule.

C. BUSINESSES

No residence shall be used for any commercial purpose including but not limited to commercial manufacturing, distributing, storage, warehousing, mercantile, vending or other nonresidential purpose. No member shall be permitted to rent or lease his or her Residence for transient or hotel purposes. Signs advertising a business of any nature are not permitted on SCCA residential lots. Signs on vehicles are excluded from this Rule.

D. FENCES, WALLS & HEDGES

No solid wall, fence or hedge shall be erected or maintained nearer to the front lot line than the walls of the dwelling. No side or rear fence, hedge, wall or other privacy type improvement shall be more than six (6) feet in height. Lots bordering the golf course shall not erect or maintain a fence, wall, rail, or hedge at a greater height than three (3) feet within twenty-five (25) feet of the rear property line. Landscaping shall be planned for lots bordering the golf courses so as to avoid undue obstruction of the view of the golf courses from the lots.

E. GARAGE SALES/YARD SALES/ESTATE SALES

Garage sales, yard sales and estate sales shall be limited to three per calendar year per property, with a minimum interval of four (4) months between sales. No sale shall extend for longer than three (3) days.

F. GOLF CARTS

Golf carts must be parked in the SCCA parking lot or on the street and should not be driven through the facilities.

G. LANDSCAPE/CURB APPEAL

Property owners are responsible for maintenance of their property and landscaping including but not limited to the timely removal of dead bushes, fallen fruit, trees, plants, grass clippings, fallen leaves (including pine needles, dead palm fronds and seed pods, etc.), weeds, trash, and debris and for maintenance of rock landscape. Shrubs and hedges may not exceed six feet in height wherever located on an ~~Owners~~Owner's property. Shrubs and hedges along the rear twenty five (25) feet of the property line of properties bordering the golf courses may not exceed three (3) feet in height.

H. MAINTENANCE OF LOT(S)

Each building or structure on a residential lot shall be maintained in good condition at all times. Buildings and structures must be adequately painted or otherwise finished.

~~I. NOISE~~

~~I. See City of Menifee Ordinances regarding noise (Chapter 9.09).~~

J. PETS

1. Pets shall be limited to four (4) per property and may only include those animals customarily kept as residential household pets. Pets shall not be allowed to run loose on any property (except within enclosed yards) and must be kept on a leash when they are in the Common Area. Each pet owner shall be responsible for the immediate removal of all solid animal waste from their own property, all other properties, and the Common Area. Excessive barking and noise is not allowed and must be controlled by the pet owner.

2. All pets and certified service animals shall be on a leash at all times on SCCA property with designated areas to be used for waste. Owners shall remove all waste immediately and are responsible for any damages caused by their pets or service animals.

~~K. — SHEDS~~

~~K. One storage building or shed, up to 120 square feet, and no more than 12' high is permitted per lot. New construction or assembly of sheds must also meet City of Menifee Ordinances, and comply with county and city setbacks. Open storage including in an open carport is not permitted.~~

L. SIGNS

All real estate "For Sale, For Lease, and For Rent" signs placed on residential lots shall have attached to the signs in letters and numbers at least 3 inches high with the phrase "55+ Community." Flyers attached to the posts and other advertising shall include the phrase "55+ Community."

~~M. — SKATEBOARDS~~

~~M. (See Bicycles and Similar Roller Devices)~~

N. STORAGE

All clothes lines, equipment, service yards, wood piles, or other storage piles shall be neatly maintained and screened by adequate planting so as to conceal them from view of all neighboring lots, streets or golf course property.

O. TENANTS

Owners are responsible for their tenants/guests complying with all Association governing documents and Rules & Regulations'.

All tenants must be registered with the SCCA office within ~~thirty (30)~~ fifteen (15) days of the start of the lease. Owners who do not comply with this registration requirement may be subject to disciplinary action in accordance with the Association's enforcement and Fine Policy. =

~~P. — TRASH~~

~~P. (See Waste & Trash Containers)~~

Q. USE OF COMMON AREAS

The use of SCCA facilities and Common Area is limited to Eligible Residents in good standing and holding a valid eligible resident activity card and their guest/visitors. In accordance with SCCA Bylaws, Article 3 and as defined in the Facilities Use Section, SCCA Eligible Residents must accompany their guests at all times during guest use of the facilities.

R. VEHICLES & PARKING

1. RECREATIONAL VEHICLES

Recreational Vehicles shall include trailers (including but not limited to flatbed, enclosed or utility trailers), boats, campers, trailer coaches, buses, house cars, camp cars, motor homes, and pickup campers. Maintenance and/or repair of any vehicle that exceeds a continuous 24-hour duration shall be done in a closed garage or outside the Association.

- a. Concrete paver/slabs are not required to be laid for the purpose of parking Recreational Vehicles on private property. All areas under and around the parked vehicle are to be kept in a weed free condition.
 - b. No Recreational Vehicle shall be parked on any lot if it extends beyond the front line of the dwelling. This regulation shall not apply to cleaning, loading, unloading or short-term parking of recreational vehicles which shall be permitted for a period not to exceed seventy-two (72) hours.
 - c. ~~Note: vehicles parked on public streets are outside the jurisdiction of the SCCA. Vehicles of any kind may not be parked on residential streets for periods exceeding seventy-two (72) hours per City of Menifee Ordinance.~~
2. PASSENGER VEHICLES
- Passenger Vehicles include cars, vans, SUVs, pickups, motorcycles, and golf carts, and similar vehicles.
- a. If additional parking is desired on private property, the driveway provided by the builder may be widened with pavers or concrete slabs. Maximum new lateral extension may not exceed that sufficient for two additional vehicles. Pavers or concrete slabs that widen the driveway may extend all the way to the front property line. Keeping within the above width limit, pavers or a concrete slab that widen the driveway may extend to the side and rear property lines. If a corner lot, the pavers or concrete slabs must be ten feet from the side street property line.
~~(Per City of Menifee ordinance)~~
 - i. These areas are to be kept in a weed free condition.
 - ii. Parking of vehicles in front yards or on landscaping of residences is prohibited.
 - b. Maintenance and/or repair of any vehicle that exceeds a 24 continuous hour duration shall be done in a closed garage or outside the Association.
 - c. No Passenger Vehicle may be stored on any residential lot other than in a closed garage.
 - d. Stored vehicles shall be defined as, but not limited to, vehicles that are inoperable or appear inoperable for any reason including but not limited to vehicles with flat tires, blocks behind the tires to keep vehicle from moving, no engine, no battery, broken windows, wrecked condition, debris/cobwebs collecting under the vehicle, no current DMV registration, or up on jacks or blocks.
 - e. Privately owned golf carts on SCCA property must be parked in the SCCA parking lot and may not be driven through the facilities.
 - f. ~~Vehicles of any kind may not be parked on residential streets for periods exceeding seventy-two (72) hours per City of Menifee Ordinance.~~
3. COMMERCIAL VEHICLES
- a. Commercial Vehicles are any vehicle used primarily for a commercial purpose or any vehicle with a weight rating over five (5) one ton ~~(including pickup trucks)~~ regardless of purpose. Commercial Vehicles may not park on any residential lot unless they are in use by a business performing services on that lot. Such parking may not exceed seventy-two (72) hours.
 - b. Commercial semi-tractors or semi-trailers may not park on any residential lot.
 - c. ~~No person shall park or leave standing a commercial vehicle having a manufacturer's gross vehicle weight rating of ten thousand (10,000) pounds or~~

~~more on any street or highway within a residential district per City of Menifee Ordinance.~~

~~S. — WALLS~~

~~S. (See Fences, Walls, & Hedges)~~

T. WASTE AND TRASH CONTAINERS

Containers must be placed behind the front line of the residence. Containers must be returned to storage within twenty four (24) hours after the scheduled pick up.

VI. MARQUEE GUIDELINES

- A. Messages displayed on the marquee are ~~to be~~ for SCCA activities and communication only.
- B. Messages must be submitted in writing and approved by SCCA management.
- C. ~~Notice must be provided to add or change the message on the marquee with a minimum of two (2) business days in advance.~~
- D. Messages will be rotated regularly at the discretion of management.
- E. Message content must be relevant and timely at the discretion of management.
- F. If a special event/meeting is approved by the Board, management may include information on the marquee for the benefit of SCCA residents, and not for the purposes of advertisement. Note that these outside events/meetings require Board approval prior to the event/meeting being advertised, and may include:
 - 1. Fund raisers for outside charities.
 - 2. Campus open houses such as Discovery Day.
 - 3. Outside events as described in the SCCA Rules & Regulations.

~~VII. ELECTION OPERATING RULES~~

~~A. APPLICABILITY OF ELECTION OPERATING RULES~~

~~These Election Operating Rules shall apply to elections required to be held by secret ballot pursuant to Civil Code Section 5100(a). The Board of Directors may, in its discretion, also determine to apply these Election Operating Rules to govern an election on any topic that is not expressly required by statute to be conducted by secret ballot.~~

~~A. ACCESS TO ASSOCIATION COMMUNICATIONS AND RESOURCES~~

- ~~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. Equal access may include no access to any candidate or Member.~~
- ~~2. The Association will not edit or redact (black out) any content from communications set forth in Section 2. The Association may include a statement that the candidate or Member, and not the Association, is solely responsible for the content of the communication.~~
- ~~3. Candidates, including those who are not incumbents, and Members advocating a point of view reasonably related to the election, shall have equal access to any Common Area meeting space, if any exists. This access shall be provided at no charge for purposes reasonably related to the election, except that the Association may implement procedures for reserving Common Area meeting spaces and access may not be provided if the area is already in use or has already been reserved.~~
- ~~4. The Association must ensure access to the common area meeting space, if any exists, during a campaign, at no cost, to all candidates, including those who are not incumbents, and to all members advocating a point of view, including those not endorsed by the Board, for purposes reasonably related to the election.~~
- ~~5.~~

~~B. CANDIDATE QUALIFICATIONS~~

- ~~1. Qualifications for candidates to the Board of Directors shall include:
 - ~~a. Candidates must be Members of the Association. Any Member that is not a natural person (such as a corporate Member or trust) may appoint a natural person to be a candidate on its behalf.~~
 - ~~b. If the Candidate, if elected, would be serving on the Board at the same time as another Member who holds a joint ownership interest in the same separate interest parcel as the Candidate and the other Member is either~~~~

~~properly nominated for the current election or an incumbent Director, the Candidate may be disqualified.~~

- ~~c. Candidates must not be delinquent in the payment of any regular or special assessments, with the exception of Owners who have entered into a valid payment plan with the Association.~~
- ~~d. Candidates must have held membership in the Association for at least one (1) year prior to the date of the election.~~
- ~~e. Candidates must not have been convicted of a crime that would prevent the Association from obtaining or maintaining fidelity bond coverage required by Civil Code Section 5806.~~

~~C. NOMINATIONS~~

- ~~1. At least thirty (30) days prior to the deadline for submission of candidacy nominations, the Association shall provide Members with notice (via general delivery) of the procedures and deadline for submitting a candidacy nomination.~~
- ~~2. Procedures for nomination of candidates to the Board shall allow for a Member to nominate himself or herself and shall be consistent with the Governing Documents.~~

~~D. VOTING~~

- ~~1. At least thirty (30) days prior to the mailing of ballots, the Association shall prepare:
 - ~~a. A candidate registration list showing the names of all candidates that will appear on the ballot; and~~
 - ~~b. A voter list which includes the name, voting power, mailing address, and separate interest address or parcel number for each Member.~~~~
- ~~2. Members have the right to inspect and verify the accuracy of their individual information on both lists identified in Section 8. Errors reported to the Inspector(s) of Elections shall be corrected within two (2) business days.~~
- ~~3. The Board may, but is not required to, set the date the ballots are mailed or otherwise delivered as the "voting cut-off date" to establish membership status for voting.~~
- ~~4. Every Member of record shall have the right to vote, unless the Board adopts the voting cut-off date and an individual was not a Member of Record as of that date.~~
- ~~5. The voting power of each Member shall be as described in the Association's Bylaws and/or Declaration.~~

~~6. Proxies are prohibited per the Association's Bylaws, Article 5, Section 5.3.~~

~~7. Cumulative voting is prohibited per the Association's Bylaws, Article 6, Section 6.4.~~

~~E. INSPECTOR(S) OF ELECTION~~

~~1. Inspector(s) of Elections (i.e. independent third parties) shall be appointed by the Board. The number of Inspector(s) of Elections shall be one (1) or three (3). If there are three (3) Inspectors of Elections, the decision or act of a majority shall be the decision or act of all.~~

~~2. The following persons may not serve as Inspector(s) of Elections: Board Members, candidates, persons who are related to Board Members, persons who are related to candidates, or any party who is currently employed or under contract with the Association for compensable services.~~

~~3. The following persons are independent third parties and may serve as Inspector(s) of Elections: Any third party person or company hired by the Association solely for this specific purpose. Association Members may serve as Inspector(s) of Elections if they are not a Director, a candidate, or a person related to any Director or candidate.~~

~~4. Independent third parties may be compensated for performing Inspector(s) of Elections services. Association Members, however, are not entitled to compensation for serving as Inspector(s) of Elections.~~

~~5. Inspector(s) of Elections may appoint and oversee additional independent third parties to verify signatures and to count and tabulate votes.~~

~~6. The Inspector(s) of Elections are charged with performing the following duties:~~

~~a. Determine the number of memberships entitled to vote and the voting power of each.~~

~~b. Determine the existence of quorum.~~

~~c. Receive ballots or determine a location where ballots are to be delivered.~~

~~d. Verify the Member's information and signature on the outer envelope. For mailed ballots, the Inspector(s) may verify the Member's information and signature on the outer envelope prior to the election.~~

~~e. Hear and determine challenges and questions in any way arising out of balloting or the election.~~

~~f. Count and tabulate all votes.~~

- ~~g. Determine when the polls shall close, consistent with the Association's Governing Documents.~~
- ~~h. Determine the tabulated results of the election.~~
- ~~i. Report the tabulated results of the election or balloting promptly to the Board of Directors to ensure that the Board can publicize the results to the homeowners within 15 days of the election.~~
- ~~j. Retain the ballots at a location designated by the Inspector(s) of Elections pursuant to Civil Code Section 5125.~~
- ~~k. Perform any acts as may be proper to conduct the election with fairness to all Members in accordance with Civil Code Sections 5100-5145, the Corporations Code, and these Election Operating Rules to the extent not in conflict with Civil Code Sections 5100-5145.~~

~~F. ELECTION PROCEDURES~~

- ~~1. After the deadline for submission of candidacy nominations, and at least thirty (30) days prior to the mailing of ballots, the Association shall prepare the candidacy registration list and voter list, pursuant to Section 8 above.~~
- ~~2. At least thirty (30) days prior to the mailing of ballots, the Association shall provide Members notice of the following (via general delivery):~~
 - ~~a. The date, time, and physical location for the return of ballots;~~
 - ~~b. The date, time, and location of meeting; and~~
 - ~~c. The names of all candidates that will appear on the ballot.~~

~~At least thirty (30) days prior to the deadline for voting, the Inspector(s) of Elections or Association shall mail or otherwise deliver ballots to the Members. Within this same timeframe, a copy of these Election Operating Rules shall be provided to the Members either:~~

- ~~a. By mail with the ballots; or~~
- ~~b. By posting to a website and including the corresponding website address on the ballot together with the phrase in at least 12-point font: "The rules governing this election may be found here: ..."~~

- ~~3. The voting period for elections shall commence when the notice of the meeting and/or ballots have been mailed/ delivered to all Members and shall terminate as stated in the notice and/or ballot or as determined by the Inspector(s) of Elections, consistent with the Governing Documents.~~
- ~~4. The form and content of election materials, i.e., secret written ballot, envelopes, proxies, etc., shall conform to the requirements of the Civil Code.~~
- ~~5. No Member shall be denied a ballot, unless the Board adopts the voting cut-off date and an individual was not a Member of Record as of that date.~~

- ~~a. — No person who holds a valid general power of attorney for a Member shall be denied a ballot, if requested.~~
- ~~b. — A ballot cast by a person who holds a valid general power of attorney for a Member shall be counted if received timely by the Inspector(s) of Elections. —~~
- ~~6. — Once a ballot has been received by the Inspector(s) of Elections, it shall be irrevocable. If proxies are allowed and a Member submits both a proxy and a ballot to the Inspector(s) of Elections, the ballot will supersede the proxy.~~
- ~~7. — The authenticity, validity and effect of proxies submitted by Members shall be determined by the Inspector(s) of Elections, consistent with the Association's Governing Documents and California law.~~
- ~~8. — Proxies may not be used in lieu of a ballot.~~
- ~~9. — Votes shall be counted and tabulated by the Inspector(s) of Elections or their designee(s) in an open area at a properly noticed open meeting of the Board or Members. Any candidate or other Member may witness the counting and tabulation of the votes. To ensure anonymity of the voting, Members must stand at least six (6) feet away from the Inspector(s) of Elections or their designee(s) during the tabulation process. Members are prohibited from speaking to the Inspector(s) of Elections or their designee(s) during the tabulation process or interrupting the tabulation process in any way.~~
- ~~10. — Notice of the tabulated results of the election shall be provided to the Members (by general delivery) within fifteen (15) days of the election.~~
- ~~11. — Ballots, signed voter envelopes, the voter list, proxies, and the candidate registration list shall be retained in the custody of the Inspector(s) of Elections or at a location designated by the Inspector(s) of Elections as set forth in Civil Code Section 5125, at which time the ballots shall be transferred to the Association and kept with the records of the Association until at least three (3) years after the date of the election.~~
- ~~12. — If there is a recount or other challenge to the election process, the Inspector(s) of Elections shall, upon written request, make the ballots available for inspection and review by an Association Member or his or her authorized representative, at a location and time as determined by the Inspector(s) of Elections. The recount shall be conducted in a manner that preserves the confidentiality of the vote. The candidate or Member requesting the recount shall be responsible for any and all costs related to the recount, including compensation to the Inspector(s) of Elections, if applicable.~~

~~G. — ADJOURNED FOR LACK OF QUORUM/RECESSED MEETING~~

- ~~1. If any membership meeting is adjourned to another date for lack of quorum, ballots already received by the Inspector(s) of Elections in properly completed, sealed Envelopes will be valid for any reconvened meeting.~~
- ~~2. The ballots will be counted during a properly noticed open meeting of the Board or during a membership meeting. The Inspectors may request that any meeting be recessed to allow the Inspectors to continue the counting and tabulation of the ballots at another time. Notice of the recessed meeting will be given as required by law. The Inspectors will continue to maintain custody of all ballots until the counting and tabulation is complete.~~

~~H. — OBSERVATION/CUSTODY OF BALLOTS~~

- ~~1. Any candidate or other member of the Association may witness the opening, counting and tabulation of the ballots.~~
- ~~2. No person, including any member of the Association, any employee or Manager may open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated.~~
- ~~3. The sealed ballots at all times will be in the custody of the Inspector of Election or a party designated by the Inspector of Election until twelve (12) months after the election, at which time custody is transferred to the Association. (Civil Code §5125, Corporations Code 5145)~~

~~I. — CONSULTATION WITH ASSOCIATION LEGAL COUNSEL~~

- ~~1. The Inspectors will have the authority to confer with Association legal counsel in advance or at the meeting. In that consultation, legal counsel represents the Association and does not represent the members, Inspectors, Board members, management or any other person. By the adoption of these rules, Association legal counsel has been authorized by the Board of Directors to provide advice to the Inspector and to waive the attorney-client confidential communication privilege as determined necessary or prudent by the attorney to inform and advise the Inspectors regarding issues related to the Inspectors performing their duties for the Association.~~
- ~~2. The Inspectors may confer with Association legal counsel outside the presence of the Members.~~

~~J. — VOTING RESULTING IN A TIE~~

~~For election of Directors, in the event of a tie vote among any number of the candidates, the Association will notice a special election meeting and send out ballots to all members for a vote to break the tie. Said vote shall be conducted in accordance with the procedures herein; to the extent they are applicable to a run-off vote. No previously cast ballots will be used at the meeting to break the tie.~~

~~K. ACCESS TO ASSOCIATION & USE OF FUNDS~~

- ~~1. If any candidate or member advocating a point of view is provided access to any Association media, including newsletters and internet web sites, during any campaign, for purposes that are reasonably related to that election, then all candidates and members advocating a point of view shall be provided with equal access for purposes reasonably related to that election.~~
- ~~2. The Association shall not edit or redact any content from these communications but will provide a statement specifying that the candidate or member, not the Association, is responsible for that content.~~
- ~~3. (Civil Code 5105)~~

~~VIII.~~VII. POOL AND SPA RULES

Eligible residents are responsible for their own safety. Members who use the pool and spa facilities do so at their own risk. We encourage everyone to become familiar with first aid and AED (defibrillator) equipment and locations, which can be found in the Billiards Room, near Olympic Pool, in the lobby of Webb Hall, and in the SCCA office.

~~Owners~~Owners' privileges for use of the pool or spa may be suspended or other disciplinary action taken in accordance with the Association's Enforcement and Fine Policy for infractions of the following rules.

- A. Use of the Pools and Spa is restricted to Eligible Residents. See "Eligible Resident". Hours of operation are posted on the SCCA website, in the pool areas and the SCCA Office.
- B. Each household may bring up to six (6) guests to use the designated SCCA pool during Board approved guest swimming hours. Guest swimming is limited to Board approved hours and such hours are posted on the SCCA website and in the pool areas during the appropriate season.
- C. Guests are not permitted in the Spa at any time.
- D. The SCCA reserves the right to deny access to or terminate the immediate use of the pools and spa to any person(s) and/or their guest(s) who are creating a nuisance. Suspension or termination of use of the pool or spa for such infractions may result in suspension and/or fines. A "nuisance" includes, but is not limited to:
 1. loud music,
 2. offensive, inappropriate, unreasonably loud, disturbing or threatening language or behavior,
 3. recklessness, or
 4. being under the influence of drugs or alcohol that threatens the health and safety of others or interferes with the social atmosphere of the residents.
- E. All persons, including guests, using either pool must sign in and out. All Eligible Residents using the spa must sign in and out. Every guest's full name followed by the word "gGuest" shall be entered. Eligible Residents shall remain with their gGuests during the entire time the gGuest is within the Pool area.
- F. Persons who are unable to safely swim and/or otherwise stay afloat shall refrain from using the pools.
- G. Eligible Residents are responsible for all guests. Adult accompaniment and supervision is required for persons under the age of 14.
- H. Persons suffering from an impairment that may prevent them from safely using the pools and Spa must be accompanied by a person who can assist them. Wheelchairs or other mechanical devices shall be placed in a manner as necessary for use and access but shall not inhibit other use or entry or exit from the pool or Spa.

- I. It is recommended persons intending to use the pools or Spa shower before each use. Showers are **not to be used for personal hygiene**. Shaving is not permitted in any restroom, shower or dressing room.
- J. Appropriate swimming attire must be worn in the pools and Spa. T-shirts are permitted; however cut-offs are not permitted. No revealing swim attire, i.e. thongs, speedos, etc. is permitted.
- K. A swim cap or other device to contain hair longer than shoulder length is recommended.
- L. Lotions, oils, or creams, other than sunscreens, are not permitted when using the pools or Spa.
- M. Aquatic shoes may be worn anywhere in the pool, Spa, dressing rooms and showers.
- N. Pool furniture and other objects are not to be placed within five (5) feet of the edge of the pools. Any object near the pool may constitute a trip hazard.
- O. Diving, running, jumping or "horse play" is not **be** permitted in or around the pools and Spa.
- P. Food is not permitted within five feet of the pools. Food and beverages are not permitted in the Spa, restrooms, showers or dressing rooms.
- Q. All permitted beverages must be contained in non-breakable plastic or aluminum containers. Glass items are strictly prohibited. Alcohol is strictly prohibited ~~unless previously approved by the board.~~
- R. Expectorating (spitting) or other contamination of the pools, spa, restrooms, showers or dressing rooms is not permitted. Violators may be responsible for damages of pool equipment or the draining, treatment and refilling of the Pools or Spa, if necessary.
- S. No Pool or Spa user having a communicable disease while in an infectious state, including, but not limited to: Covid-19, cryptosporidium, giardia, Legionnaires' disease, Pseudomonas aeruginosa infection, or while having any symptoms such a cough or cold, nasal or ear discharges, or when wearing bandages, shall enter the pools or Spa unless he or she submits current written statement to the SCCA office signed by a licensed physician confirming he or she does not present a health hazard to others using the pools and Spa facilities. (Ref.CA Code of Regulations, Title 22, 65541).
- T. No incontinent persons, diapers, swimming diapers, or individuals who are not toilet trained are allowed in the Pools or Spa. Any contamination of the pool and Spa facilities by members or guests may result in denial of access to, or termination of the right to use the pools and Spa and the Eligible Resident may be responsible for

damages of pool equipment or the draining, treatment and refilling of the Pools or Spa, if necessary.

- U. Residents may use water noodles and wear water wings, life vests or other types of small flotation devices in the Association's Pools, and the user or in the case for children under 14, the accompanying adult, is responsible for appropriate use of such devices per the manufacturer's guidelines. Residents may also use exercise items during specified water classes, however rafts, boogie boards, or any other items that would obstruct a clear view of anything below the surface of the water, are not permitted.
- V. All personal items must be removed from the Pool & Spa area including lockers, at the end of each day. Items may not be left in lockers overnight. Inquire at the SCCA office for lost items. The SCCA is not responsible for any lost or stolen items.
- W. Personal barbecues are not permitted on SCCA facilities.
- X. Use of all Association facilities and SCCA Common Area is "at your own risk". Neither the management company, SCCA, ~~or~~nor the Board of Directors are responsible for accidents or injuries occurring on the SCCA facilities.

Use the Pool and Spa facilities at your own risk. The Association does not employ a lifeguard or guarantee safety of any individual, although safety precautions are evaluated and implemented regularly by the Association. The Association cannot be held liable for any injury or damage that may occur.