

# NEWCASTLE MANOR HOMEOWNERS ASSOCIATION

## COMMON AREA MEETING AND SOLICITATION RULES

Effective May 3, 2021

It is the intent of the California Legislature to ensure that members and residents of NEWCASTLE MANOR HOMEOWNERS ASSOCIATION ("Association") have the ability to exercise their rights under law to *peacefully assemble and freely communicate* with one another and with others *with respect to common interest development living or for social, political, or educational purposes*. In accordance with applicable law, the following rules have been approved and adopted by the Association's Board of Directors. (Civil Code § 4515.)

- 1.1. **Common Area Meeting Space**. The Recreation Rooms may be reserved for private use as a common area meeting space by an owner or resident of a Unit ("Host"), subject to the restrictions in this policy and the Association's Governing Documents.
  - 1.1.1. Any member or resident of the Association, in Good Standing (as further defined in subsection 1.1.7 herein), shall be permitted to peacefully assemble or meet with other members, residents, and their invitees or guests during reasonable hours, as determined by the Board of Directors, and in a reasonable manner for purposes relating to common interest development living, association elections, legislation, election to public office, or the initiative, referendum, or recall processes.
  - 1.1.2. As used herein, "Event" refers to private gatherings of the Host and his/her guests in the Association's Recreation Rooms during reserved hours for purposes relating to common interest development living, association elections, legislation, matters of public interest, election to public office, or the initiative, referendum, or recall processes.
  - 1.1.3. The **RESERVATION AGREEMENT FOR COMMON AREA MEETING SPACE** ("Agreement") must be completed by the Host, returned to the Managing Agent and approved by the Association's Board, Managing Agent or other designated representative prior to the Event taking place. Arrangements to reserve the Recreation Rooms must be scheduled through the Managing Agent along with a complete reservation form seven (7) days prior to the event.
  - 1.1.4. Residents will not be permitted to use the Association's pool or spa area or gymnasium for an Event.

- 1.1.5. Although the Host will not be required to make a security deposit or pay a fee for use of the Recreation Rooms to host an Event, the owner or resident shall reimburse the Association for any and all costs incurred to clean the Recreation Rooms.
- 1.1.6. Reservations of the Recreation Rooms are made on a first-come, first-served basis. If the common area space has been reserved by another owner or resident on the date and time requested for use by an owner or resident under this policy, the owner must choose another, available date and time or should otherwise find another location for the meeting.
- 1.1.7. Owners and residents in “good standing” are eligible to reserve the Recreation Rooms. If an owner is not in good standing, his/her residents shall also be deemed not in good standing. Owners who are more than thirty (30) days delinquent in the payment of their assessments, fees or fines, or have been found in violation of the governing documents, following notice and hearing as described in the Bylaws, shall be in good standing only at such time as all assessments, fees and fines are paid, and any violations of the governing documents are cured.
- 1.2. **Solicitation**. Owners of Units shall not distribute or cause to be distributed any advertising, pamphlet, free newspaper or any other printed matter on or in any portion of the property or resident cars. This includes door-to-door solicitation, electioneering, etc. Notwithstanding, any owner or resident of the Association shall be permitted to canvass and petition the Association’s owners, Board of Directors, and residents for the activities described in paragraphs 1.1.1 and 1.1.2 at reasonable hours and in a reasonable manner.
  - 1.2.1. If such solicitation is done by such owner or resident going door-to-door, the owner/resident’s conduct shall be respectful and courteous. Willful or negligent activity or communication, including words, sounds, and gestures, which could be or are interpreted to be loud, obnoxious, offensive, a nuisance, an annoyance, or a threat, is strictly prohibited.
  - 1.2.2. Written solicitation shall not be posted on exterior doors or mailboxes or left in the common areas. Written solicitation may only be delivered by hand delivery or by mail or electronic communication.
- 1.3. Any owner or resident of the Association shall be permitted to distribute or circulate, without prior permission, information about common interest development living, association elections, legislation, election to public office, or the initiative, referendum, or recall processes, or other issues of concern to members and residents at reasonable hours and in a reasonable manner.
- 1.4. For purposes of this policy, “reasonable hours” shall mean between 10:00 a.m. and 8:00 p.m.

- 1.5. For purposes of this policy, “reasonable manner” shall mean that such activity or conduct shall be conducted only Monday through Saturday, not Sunday, and not during State or Federal holidays, during the hours set forth in Section 1.4, and shall not create a nuisance in the community or otherwise annoy, harass, threaten or intimidate other owners, residents or their guests.
-

**NEWCASTLE MANOR HOMEOWNERS ASSOCIATION**

**RESERVATION AGREEMENT**

**FOR COMMON AREA MEETING SPACE**

Today's Date: \_\_\_\_\_

Host's Name: \_\_\_\_\_

Host's Address: \_\_\_\_\_

Host Phone Number: \_\_\_\_\_

Owner of Unit (if different from Host): \_\_\_\_\_

Event Date: \_\_\_\_\_ Start/End Time of Event: \_\_\_\_\_

Type of Event (e.g., neighbor meeting): \_\_\_\_\_

Expected Number of Guests: \_\_\_\_\_

Requested common area meeting space: \_\_\_\_\_

I agree as follows:

- ☐ I have read the Association's Rules and Regulations, Common Area Meeting & Solicitation Rules and this Agreement and will ensure that my guests and I comply with all relevant rules, restrictions and provisions.
- ☐ I will be present in the common area meeting space at all times during the Event and shall supervise my guests. I shall be legally and financially responsible for the conduct of the guests at my Event, including without limitation, reimbursing the Association for any and all damage caused by me or my guests.
- ☐ I agree to be responsible for cleaning the common area meeting space at the conclusion of the Event, including the proper disposal of all trash, and shall return the common area meeting space to its pre-existing condition.
- ☐ I shall make arrangements for my guests to enter and exit the Association premises without blocking or otherwise impeding normal traffic flow.
- ☐ I shall comply, or shall cause my guests to comply, with any reasonable request of any representative of the Association, its Board of Directors, Managing Agent, employees and/or security guards, including but not limited to, any request regarding the abatement of noise or other disturbance.

☐ I shall indemnify, defend and hold the Association and Managing Agent, and their respective directors, officers, managers and representatives, harmless from any and all claims, including expenses, costs, lawsuits, judgments and attorney's fees incurred in defending said claims, including but not limited to any injury to person or property suffered by myself or my guests during the preparation for, or during the course of the Event and the contemplated use of the common area meeting space. Furthermore, I agree to pay the Association the cost to repair any common area damages caused by my use of the common area meeting space during their period(s) of use.

☐ I have had the opportunity to inspect the common area meeting space and verified that the facility is in good order and repair, except for any items noted below:

\_\_\_\_\_.

\_\_\_\_\_

*Host Signature*

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*\*\*\*

**ASSOCIATION USE ONLY:**

Date Received: \_\_\_\_\_

Received By: \_\_\_\_\_

Approved and Accepted: \_\_\_\_\_