Terms of Use and Privacy Policy

Association Member Website

TERMS OF USE

Effective Date: November 1, 2026

1. Acceptance of These Terms

By accessing or using the Association's member website (the website on which these Terms are posted), any linked online forms, and the Association's password-protected Member Only area (the Dropbox document library) (together, the "Site"), you agree to these Terms of Use and the Privacy Policy below. If you do not agree, do not use the Site.

These Terms are a binding agreement between you and the Association. Each Protected Party (defined below) is an intended third-party beneficiary of these Terms and may enforce them directly.

2. Definitions

"Association" means the California homeowners association or other common interest development association that operates this Site.

"Board" means the Association's Board of Directors, and each current and former director, officer, and committee member, individually and collectively.

"Management Company" means Landmark Limited Group of Companies, Inc., Landmark Limited, Landmark Limited Group, and its owners, officers, managers, employees, community association managers, agents, and contractors.

"Web Designer" means Fourscore Web Design, and its owners, employees, and contractors.

"Protected Parties" means the Association, the Board, the Management Company, the Web Designer, and each of their respective successors, assigns, volunteers, agents, and insurers.

"Owner" or **"you"** means a record owner of a separate interest in the Association, and any person who accesses the Site through an Owner's access.

"Governing Documents" means the Association's CC&Rs, Bylaws, Articles of Incorporation, Rules and Regulations, and other operating rules.

"Third-Party Services" means services not owned or controlled by the Association, including Jotform, Dropbox, the website host, online payment portals operated by banks or payment processors, and any linked website.

3. Member Only Area; Eligibility

The Site is provided as a convenience to Owners, and the Member Only area is provided solely to current Owners of record. Access may also be extended, at the Association's discretion, to an Owner's tenant or authorized agent, who is then bound by these Terms. You must be at least 18 years old to use the Site.

Your right to access the Member Only area ends automatically when you no longer hold title to a separate interest in the Association. Except to the extent required by the Governing Documents or applicable law, access to the Member Only area is a revocable privilege, not a property right or membership right.

4. Passwords and Access Credentials

The Association uses a single shared password to control access to the Dropbox document library, also called the "Member Only" area. You agree to:

- Keep any password strictly confidential and not share, post, forward, or publish it to anyone who is not an authorized Owner.
- Not attempt to access any folder, file, account, or system that you were not expressly given access to.
- Notify the Management Company immediately if you believe a password has been disclosed or misused.

You are responsible for all activity that occurs through your access. The Association may change the "Member Only" password from time to time, with or without notice, to protect the Site or the Association's records. Because a shared password is used, the Protected Parties cannot verify who accesses the Site and are not responsible for access by persons who obtained the password from an Owner or through no fault of the Protected Parties.

5. Permitted Use

You may use the Site only for lawful, personal, non-commercial purposes related to your ownership in the Association, such as reading Association information, downloading forms and documents, making assessment payments through linked payment portals, and submitting requests or concerns to the Management Company.

6. Prohibited Conduct

You agree not to:

- Share the Member Only password or Association documents with non-Owners, the media, or the public, or post them online, except as required by law.
- Use any information obtained from the Site, or contact details, for solicitation, marketing, political campaigning unrelated to the Association, harassment, or any commercial purpose.
- Submit false, misleading, defamatory, threatening, harassing, obscene, or discriminatory content through any form, or impersonate any person.
- Submit another person's personal information without their authorization.
- Upload or transmit viruses, malware, or any code designed to damage or interfere with the Site.
- Attempt to gain unauthorized access to any part of the Site, Third-Party Services, or the systems of any Protected Party, or probe, scan, or test their security.
- Use automated tools (bots, scrapers, crawlers) to access, copy, or download content.
- Alter, remove, or misrepresent any document obtained from the Site, or present an altered document as an official Association record.
- Violate any law or the Governing Documents.

Violations may result in immediate termination of Site access and any other action permitted by the Governing Documents and applicable law.

7. Dropbox (Member Only Area) Document Library

The Association makes certain forms and documents available through a password-protected Dropbox folder for Owner convenience.

Convenience copies only. Documents in the library are provided "as is" for reference. The official versions of the Governing Documents and Association records are those maintained by the Association. If a document in the library conflicts with the official version, the official version controls.

No guarantee of completeness or currency. The Protected Parties do not warrant that any document is complete, current, or the latest amended version. You are responsible for confirming you have the current version before relying on it.

Not a records request. Availability of documents in the library does not replace or limit any right you have to request Association records as provided by law.

Confidential information. The library is intended to contain only general Association documents. The Association does not intend to post confidential information or information that must be withheld or redacted by law. If you believe a document contains such information, notify the Management Company so it can be removed.

Owner use only. Documents are for Owner use only. Do not redistribute them except as permitted by law.

Dropbox is a Third-Party Service. Your use of Dropbox is subject to Dropbox's own terms and privacy policy. The Protected Parties do not control Dropbox and are not responsible for its availability, security, or data practices.

8. Online Forms, Payment Portals, and Third-Party Links

The Site contains links to and embedded forms hosted by Jotform and other third parties so that Owners can contact the Management Company, as well as links to outside services such as city services and online assessment payment portals.

Third-party hosting. Information you enter into a Jotform form is collected, transmitted, and stored by Jotform, Inc. under its own terms of service and privacy policy, and then delivered to the Management Company or Association. The Protected Parties do not control Jotform's systems.

Do not submit sensitive information. Never submit Social Security numbers, bank or credit card numbers, passwords, driver's license numbers, medical information, or other highly sensitive data through any form. If sensitive information is needed, the Management Company will arrange a secure method.

Online payment portals. Links to online assessment payment portals are provided for convenience. Each portal is operated by a bank or payment processor under its own terms, privacy policy, and any fees it charges. The Protected Parties do not operate, control, or store payment information entered into those portals. A payment is credited when it is actually received by the Association, in accordance with the Association's assessment collection policy and applicable law. Keep your payment confirmation. Contact the portal operator first about technical problems with a payment, and contact the Management Company, Landmark Limited, at (916) 746-0011, about how a payment was applied to your account.

Third-party links. Links to outside websites are provided only as a convenience. A link is not an endorsement. The Protected Parties do not control and are not responsible for the content, accuracy, security, privacy practices, or availability of any linked site, and you access them at your own risk.

Service changes. The Association may add, change, or remove any form, link, or Third-Party Service at any time without notice.

9. Not for Emergencies; Formal Requests

THE SITE AND ITS FORMS ARE NOT MONITORED 24 HOURS A DAY AND MUST NOT BE USED FOR EMERGENCIES. For fire, medical, crime, or any threat to life or safety, call 911. For urgent property emergencies such as active water leaks, call the Management Company's after-hours line at (916) 535-9898.

Submitting a form or message through the Site does not guarantee receipt, review, or a response within any particular time, and does not by itself create any agreement on the part of any Protected Party or waive any right of the Association.

The Site's forms are intended for general communication with the Management Company. Any formal request or notice required by the Governing Documents or by law should be made in the manner those documents or that law requires. Nothing in these Terms limits any right you have under the Governing Documents or applicable law.

10. No Professional Advice

Information on the Site is general information only. It is not legal, financial, tax, insurance, engineering, or real estate advice. Nothing on the Site creates an attorney-client, fiduciary, or advisory relationship between you and any Protected Party. Consult your own professional advisors before relying on any information.

11. Disclaimer of Warranties

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SITE, ALL CONTENT, DOCUMENTS, FORMS, LINKS, AND THIRD-PARTY SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, AND NON-INFRINGEMENT.

THE PROTECTED PARTIES DO NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; THAT ANY SUBMISSION WILL BE RECEIVED OR DELIVERED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SITE OR ANY DOWNLOAD IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO METHOD OF ELECTRONIC TRANSMISSION OR STORAGE IS COMPLETELY SECURE. YOU USE THE SITE AND DOWNLOAD ANY MATERIAL AT YOUR OWN RISK.

12. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, NO PROTECTED PARTY WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF DATA, PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, OR DIMINUTION IN PROPERTY VALUE, ARISING OUT OF OR RELATING TO:

- Your use of, or inability to use, the Site;
- Any delay, failure, or loss of a form submission or message;

- Any error, omission, or outdated information in any document or content;
- Unauthorized access to, use of, or alteration of the Site, your submissions, or your information, including through a shared password;
- The acts, omissions, outages, security incidents, or data practices of Jotform, Dropbox, the website host, any payment portal, or any other Third-Party Service or linked website; or
- Any other matter relating to the Site;

WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL COMBINED LIABILITY OF ALL PROTECTED PARTIES FOR ALL CLAIMS RELATING TO THE SITE WILL NOT EXCEED ONE HUNDRED DOLLARS ($100).

You acknowledge that the Site is provided without charge and that this limitation is a fundamental part of the basis of the bargain.

The Web Designer's role is limited to designing and maintaining the Site's technical structure. The Web Designer does not create, review, approve, or control Association documents, policies, form content, form submissions, policy statements, association decisions, or management services, and has no responsibility for them.

This Section does not limit liability that cannot be limited under California law, including liability for fraud, willful injury, or violation of law. Nothing in these Terms reduces any protection available to volunteer directors and officers under California law; those protections are in addition to these Terms.

13. Indemnification

To the fullest extent permitted by law, you agree to defend, indemnify, and hold harmless each Protected Party from and against any and all claims, demands, actions, liabilities, losses, damages, judgments, fines, penalties, costs, and expenses, including reasonable attorneys' fees and costs, arising out of or relating to:

- Your use or misuse of the Site;
- Any content or information you submit;
- Your violation of these Terms, the Governing Documents, or any law;
- Your disclosure of any Site password or Association document; or
- Your violation of the rights of any other person, including privacy or intellectual property rights.

The Association may assume the exclusive defense of any matter subject to indemnification, and you agree to cooperate in that defense.

14. Intellectual Property

The Site's design, layout, graphics, and code are owned by or licensed to the Association or the Web Designer. Association documents are owned by the Association or their respective authors.

You may download and print materials only for personal use related to your ownership within the Association. You may not copy, modify, distribute, or create derivative works from the Site except as permitted by law.

15. Governing Law and Venue

These Terms are governed by the laws of the State of California, without regard to its conflict-of-law rules.

Any lawsuit relating to the Site must be brought in the superior court of the county in which the Association's common interest development is located, unless the law requires otherwise. Attorneys' fees and costs in any action relating to these Terms will be awarded as provided by law.

16. Changes to the Site and These Terms

The Association may modify, suspend, or discontinue the Site, or any part of it, at any time without notice or liability. The Association may update these Terms at any time by posting the revised version with a new Effective Date. Your continued use of the Site after a change is posted means you accept the revised Terms.

17. General Provisions

Relationship to Governing Documents. These Terms supplement, and do not amend, the Governing Documents. If these Terms conflict with the Governing Documents or applicable law, the Governing Documents and applicable law control.

Severability. If any provision is found unenforceable, it will be enforced to the maximum extent permitted and the remaining provisions remain in full effect.

No waiver. Failure to enforce any provision is not a waiver of the right to enforce it later.

Survival. Sections 4, 6 through 17, and 19 survive termination of your access.

Entire agreement. These Terms and the Privacy Policy are the entire agreement between you and the Association regarding the Site.

Assignment. You may not assign these Terms. The Association may assign them without restriction.

Headings. Headings are for convenience only and do not affect interpretation.

18. Accessibility

The Association wants every Owner to be able to use the Site, including Owners with disabilities. We aim to meet the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, and we review the Site periodically to find and fix barriers.

Known limitations. Some content may not yet be fully accessible, including older scanned documents in the Member Only library, and content provided by Third-Party Services, such as Jotform forms, Dropbox, bank payment portals, and linked city websites.

The Association does not control the accessibility of Third-Party Services. Please contact those providers directly about their accessibility, or contact us for an alternative way to get the information or complete the task.

Alternative formats and assistance. If you have trouble accessing any part of the Site, or need a document in another format such as large print, a readable electronic file, or a paper copy, please contact the Management Company:

Landmark Limited Group of Companies, Inc.
1731 E. Roseville Pkwy., Suite 100, Roseville, CA 95661
(916) 746-0011 · corporate@landmarklimited.net

Please describe the page or document involved and the problem you ran into. We will try to respond within five (5) business days and to provide the information or service in a way that works for you.

Feedback. We welcome suggestions for improving the Site's accessibility, sent to the same contact.

Relationship to other rights. This statement does not limit any right you have under the Americans with Disabilities Act, the Unruh Civil Rights Act, the Fair Employment and Housing Act, or other law, including your right to request a reasonable accommodation from the Association under its accommodation procedures.

19. Contact

Questions about these Terms:

Landmark Limited
1731 E. Roseville Pkwy., Suite 100, Roseville, CA 95661
Office: (916) 746-0011 · corporate@landmarklimited.net

PRIVACY POLICY

Effective Date: November 1, 2026

This Privacy Policy explains what information the Site collects, how it is used and shared, and your choices. Capitalized terms have the meanings given in the Terms of Use.

1. Information We Collect

The Site itself does not create user accounts or sell anything. Information is collected only in these ways:

- **Jotform forms you choose to submit.** What may be collected: name, property address or lot number, email, phone, description of your request or concern, and photos or files you attach. Who holds it: Jotform, Inc., then the Management Company and Association.
- **Dropbox (Member Only Area) document library.** What may be collected: access logs, IP address, device and browser data, and files viewed or downloaded. Who holds it: Dropbox, Inc.
- **Website hosting.** What may be collected: IP address, browser type, pages visited, date and time of visit, referring page, and cookies needed for the Site to function. Who holds it: Wix.com Ltd., which hosts the Site, and the Web Designer, for Site operation only.
- **Online payment portals (linked).** What may be collected: payment and account information you enter on the portal. Who holds it: the bank or payment processor operating the portal (not the Site).
- **Emails or calls you initiate.** What may be collected: whatever you choose to provide. Who holds it: the Management Company and Association.

The Association does not intentionally collect Social Security numbers, financial account numbers, or medical information through the Site. Do not submit them.

2. How We Use Information

Information is used only to:

- Receive, route, and respond to Owner requests, maintenance reports, and concerns;
- Operate the Association and carry out its duties under the Governing Documents and applicable law;
- Maintain, secure, troubleshoot, and improve the Site;
- Detect and prevent misuse or unauthorized access; and
- Comply with law, legal process, and the Association's record-keeping obligations.

3. How Information Is Shared

The Association does not sell or rent personal information and does not share it for cross-context behavioral advertising. Information may be shared with:

- The Board and Management Company, as needed to handle Association business.
- Service providers that support the Site and Association operations, such as Jotform, Dropbox, the website host, the Web Designer, and vendors or contractors needed to address a reported issue (for example, sharing your address with a plumber responding to a leak).
- Association professionals, such as attorneys, accountants, auditors, and insurers.

- Other Owners, only as required by law, such as membership list or Association records inspection rights, subject to the redaction and withholding rules that apply under law.
- Government authorities or others, when required by law, subpoena, or court order, or when needed to protect the rights, property, or safety of the Association, Owners, or others.

4. Third-Party Services

Jotform, Dropbox, the website host, payment portals, and linked websites operate under their own privacy policies, which govern how they collect, store, and use your data. The Association does not control those practices. Review their policies before using them:

- **Jotform:** jotform.com/privacy
- **Dropbox:** dropbox.com/privacy
- **Wix (website host):** wix.com/about/privacy

5. Cookies, Third-Party Tracking, and Do Not Track

The Site is built and hosted on Wix. Wix places cookies and similar technologies needed for the Site to function and to keep it secure, and provides the Association with general site statistics, such as the number of visits and pages viewed, through Wix's built-in analytics. The Site does not use advertising cookies.

Embedded or linked Third-Party Services, such as Jotform, Dropbox and payment portals, and any analytics service named above, may set their own cookies and may collect information about your online activities over time and across different websites, under their own privacy policies. The Association does not control that collection.

The Site does not currently respond to browser "Do Not Track" signals. You can limit cookies through your browser settings, although some parts of the Site or Third-Party Services may not work properly if you do.

6. Data Security

The Association and its service providers use reasonable administrative, technical, and physical safeguards appropriate to the information involved. However, the Member Only area uses a single shared password, relies on Third-Party Services, and transmits data over the internet. No system is completely secure, and the Protected Parties cannot guarantee the security of any information. You submit information at your own risk.

If a security breach involving your unencrypted personal information occurs, the Association will provide notice as required by California law.

7. Retention

Form submissions and related correspondence are kept as part of the Association's records for as long as needed for Association business, insurance, legal, and record-keeping purposes, and are then deleted or destroyed in accordance with the Association's records retention practices.

8. Reviewing and Correcting Your Information

To review or correct personal information you submitted, or to update your contact information on file, contact the Management Company:

Landmark Limited
1731 E. Roseville Pkwy., Suite 100, Roseville, CA 95661
(916) 746-0011 · corporate@landmarklimited.net

Some information may need to be retained as part of Association records required by law.

9. California Privacy Laws

This Policy is intended to meet the requirements of the California Online Privacy Protection Act (Business and Professions Code Sections 22575 through 22579). The Association is a nonprofit corporation and does not sell personal information. To the extent the California Consumer Privacy Act applies to any Protected Party, that party will honor the rights it requires.

10. Children

The Site is intended for adult Owners only and is not directed to children under 18. The Association does not knowingly collect personal information from children. If you believe a child has submitted information, contact the Management Company and it will be deleted.

11. Changes to This Policy

The Association may update this Privacy Policy at any time. Changes are effective when posted on the Site with a new Effective Date. For material changes, the Association will also post a notice on the Site's home page.

12. Contact

Privacy questions or requests:

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