

SUMMIT *at*
ORCHARD HILLS®
VILLAGE

RULES AND REGULATIONS

**SUMMIT AT ORCHARD HILLS COMMUNITY ASSOCIATION
RULES AND REGULATIONS**

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**SUMMIT AT ORCHARD HILLS COMMUNITY ASSOCIATION
A PLANNED COMMUNITY
SECTION 1
MEMBERSHIP INFORMATION**

Summit at Orchard Hills Community Association (“Association”) offers many advantages to the homebuyer. In order to protect and preserve these benefits, however, certain limitations and restrictions are placed on members of the Association.

Summit at Orchard Hills Community Association is a California non-profit mutual benefit corporation consisting of those Owners of Lots within the ultimate boundaries of the Association.

The purpose of the Association is to ensure that the Master Association Property (as defined in Article I §1.42 of the Association’s Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Summit at Orchard Hills (“CC&Rs”) and commonly referred to as common area or “Master Association Property”) and common facilities will be maintained in an attractive manner and will be available for the enjoyment of all Members. Your automatic membership in the Association provides a membership base to share the future costs of maintaining the community.

The attached rules, regulations and policies have been developed with consideration given to providing each Member with the greatest enjoyment of the facilities without infringing on other Members and their rights to quiet enjoyment of their homes and community.

Although these Rules and Regulations support the CC&Rs they do not cover the entirety of the document. Please be sure to read the CC&R’s carefully. Where there is a conflict between these Rules and Regulations and the CC&Rs, the CC&Rs shall control.

**SUMMIT AT ORCHARD HILLS COMMUNITY ASSOCIATION
SECTION 2
DELINQUENCY POLICY**

The Association's Board of Directors has an obligation to collect all Association Assessments in a timely manner. Based on the Association's CC&Rs and in compliance with the California Civil Code, the Board has adopted the following collection policy.

ASSESSMENTS

The Association's Collection Policy applies to Regular Assessments, Special Assessments, Compliance Assessments, and/or other special benefit Assessments ("Assessments"), more fully described in Article VI of the Association's CC&Rs. The Association's Collection Policy also applies to all fines, late fees, interest, reasonable attorneys' fees or collections agent fees, and all other charges recoverable by the Association in the collection of delinquent amounts owed, to the extent consistent with the Association's governing documents and applicable law ("Other Charges"). Assessment and Other Charges invoices are provided as a courtesy, are due, and payable regardless of whether an Owner receives an invoice.

- 2.1 DUE DATES. All Regular Assessments shall be due and payable on the first day of each month. Special Assessments shall be due and payable on the due date specified by the Board in the notice imposing the Assessment or in the ballot presenting the Special Assessment to the members for approval. In no event shall a Special Assessment be due and payable earlier than thirty (30) days after it is imposed.
- 2.2 CHANGE OF ADDRESS / SECONDARY ADDRESS. All owners must immediately notify the Association, in writing, of mailing address changes. Further, upon receipt of a written request by an Owner identifying a secondary address for the purposes of Assessment collection notices, the Association shall send additional copies of any collection notices required by this Collection Policy to the secondary address provided. The Owner's notice of a secondary address must be in writing and mailed to the Association in a manner that shall indicate that the Association has received it. The Association shall only send notices to the indicated secondary address at the point in time the Association receives the written request.
- 2.3 PAYMENT RECEIPTS / OVERNIGHT PAYMENT LOCATION. Owners can request a receipt from the Association, which shall indicate the date of payment and the person who received it. Any request for a receipt of payment must be submitted directly to the Association's business address (separately from any actual payment). Overnight payment of Assessments and/or Other Charges may be sent/delivered to the following address:

**Summit at Orchard Hills Community Association
c/o Professional Community Management – An Associa Company
27051 Towne Centre Drive, Suite 200
Foothill Ranch, CA 92610**

DELINQUENT ASSESSMENTS

- 2.4 APPLICATION. Payments received on delinquent Assessments shall be applied to the

Owner's account as follows: payment shall be applied to the principal owed first. Payments on principal shall be applied to the Owner's account by the "balance forward payment" method, *i.e.*, in reverse order so that the oldest arrearages of the principal are retired first. Only after the principal owed is paid in full shall such payments be applied to interest, late charges, collection expenses, administration fees, attorneys' fees, Other Charges, or any other amount due to the Association which result in continued delinquencies.

- 2.5 LATE CHARGE. All Assessments shall be deemed delinquent if not paid within **fifteen (15) days** after they become due and will result in the imposition of a late charge. Under Civil Code Section 5650(b), the late charge is ten dollars (\$10.00) or ten percent (10%) of the delinquent Assessment, whichever is greater. Furthermore, the Association shall be entitled to recover any reasonable collections costs, including but not limited to, attorneys' fees, that the Association then incurs in its efforts to collect the delinquent sums.
- 2.6 INTEREST. If an Assessment payment is not paid within thirty (30) days of its original due date, interest may be imposed on all sums due, including the delinquent Assessment, collection costs, and late charges, at an annual percentage rate of twelve percent (12%) OR the rate specified within the CC&R's, whichever is less.
- 2.7 LATE REMINDER LETTER. Once Assessments becomes delinquent, a late letter may be sent to the member reminding them of their obligation to pay Assessments in a timely manner.
- 2.8 FINAL NOTICE LETTER. If an Assessment remains unpaid for 90 days after its original due date, a Final Notice Letter will be sent to the Owner via regular first-class mail and certified mail, return receipt requested. This letter will serve as a final warning and inform the Owner that a Lien Package will be prepared and sent to counsel for initiating the recording of a lien if the delinquent account is not brought current within thirty (30) days of the date of the Final Notice Letter. No liens shall be recorded within the above thirty (30) day period.
- 2.9 PARTIAL PAYMENTS. Partial Payments will be accepted by either the Association, the Agent, or the Association Collection Attorney. Acceptance of any partial payment does NOT cure the default. Furthermore, the collections process will continue until payment in full is received, including all collections fees and costs.
- 2.10 COLLECTION COSTS. The costs charged by the Association's property management company or other Association designee, for the preparation and mailing of notices to owners including, but not limited to, warning letters regarding delinquent accounts and/or the filing of liens, shall be charged to the delinquent owner's accounts. All attorney's fees and costs incurred in collecting unpaid Assessments and other charges will be added to the amounts due, whether they are incurred in the course of a lawsuit or other collection procedures and shall also be charged to the delinquent owner's account.
- 2.11 NON-SUFFICIENT FUNDS. Owners' accounts are assessed for the costs of checks returned NSF (non- sufficient funds) to cover both bank charges and account adjustment. This amount is subject to change.

PRE-LIEN NOTICE PROCEDURE

- 2.12 PRE-LIEN LETTER. If an Assessment payment from the Owner is not paid within sixty

(60) days after its original due date (for example, if an Owner fails to pay an Assessment which was due on June 1st and the failure to pay continues through July 31st then the June Assessment would not have been paid within sixty (60) days after its original due date), a notice of delinquency (Pre-Lien Letter) shall be sent to the Owner by regular first-class mail and certified mail, return receipt requested. The Pre-Lien Letter shall provide an itemized statement of amounts owed, including amount of delinquent Assessments, interest, late charges, collection costs, attorneys' fees, or any other amount due to the Association in connection with collection of delinquencies ("Collection Amount"). A copy of the Association's Collection Policy shall be attached to the Pre-Lien letter. The Owner will have a minimum of thirty (30) days from the date of the Pre-Lien letter to dispute in writing, or to pay, in full, the Collection Amount. Failure to dispute the Collection Amount within the specified time will result in the recording of a Notice of Delinquent Assessment ("Lien") subject to any additional requirements (e.g., The Final Notice Letter and/or Internal Dispute Resolution).

- 2.13 INTERNAL DISPUTE RESOLUTION PROCESS: The Association shall offer to meet and confer with a delinquent owner to resolve any dispute related to the total amount due from the delinquent Owner to the Association and/or the Association's Collection Policy ("Meet and Confer Offer"). The Association's Meet and Confer Offer shall either be placed within the Association's Pre-Lien Letter or in a separate written communication to the delinquent Owner. An Owner who wishes to accept the Meet and Confer Offer must do so by submitting his/her/its written acceptance to meet and confer with the Association, which written acceptance must be received by the Association by the deadline date specified in the Association's Meet and Confer Offer. The Association shall designate a prompt date and time for the meet and confer, at a time and location that is mutually convenient to the Association and the delinquent Owner. The Association shall appoint one or more Board Members to participate in the meet and confer with the delinquent Owner. Prior to recording a lien for delinquent Assessments, the Association shall participate in any meet and confer so accepted by the delinquent Owner, provided, however, that the Meet and Confer must occur within a reasonable time period after the Meet and Confer Offer is submitted to, and accepted by, the delinquent Owner. Please review Section 21 of these Rules and Regulations for further Internal Dispute Resolution processes.
- 2.14 SUSPENSION OF PRIVILEGES. To the extent authorized in the Association's Bylaws or CC&Rs, the Board may also schedule a hearing to discuss whether the Owner's membership privileges should be suspended for the duration of the Owner's delinquency. The Association shall use the notice and hearing procedures established for imposing penalties for violations of its governing documents.

LIEN NOTICE PROCEDURE

- 2.15 ASSESSMENT LIEN. If the delinquent Owner does not bring their account current within the deadline set forth in the Pre-Lien Letter, the Board of Directors shall approve the decision to record a lien by a majority vote of the Board of Directors in an open meeting. The Board shall record the vote in the minutes of that meeting. If a lien is approved by the Board of Directors and sent to counsel for recording, the Owner will be assessed a Legal Package fee as outlined in the Association's Assessment Collection Fees. For liens recorded on or after January 1, 2006, the decision to record a lien for delinquent Assessments shall be made only by the Board of Directors and may not be delegated to an agent of the Association. The Board of Director's action should reflect a legal

description of the Owner's separate interest in the common interest development against which the Assessment and other sums are levied, and the name of the record owner of the separate interest in the common interest development against which the lien is imposed. An Assessment Lien shall be recorded in the County Recorder's Office itemizing all sums that are then delinquent, including the delinquent Assessment(s), the then current monthly Assessment amount which will also accrue and be a part of the lien, interest, late charges, collection costs and reasonable attorneys' fees. Recording this notice creates a lien, which is subject to foreclosure, against the delinquent Owner's property.

PRE-FORECLOSURE ACTIONS

- 2.16 INTERNAL DISPUTE RESOLUTION / ALTERNATIVE RESOLUTION. Prior to initiating foreclosure against an Owner's property, the Association shall make a pre-foreclosure meet and confer offer ("IDR/ADR Offer") to the delinquent Owner. The Association's IDR/ADR Offer shall be sent to the Owner via first-class United States mail and certified or registered mail, return receipt requested. An Owner who wishes to accept the IDR/ADR Offer must do so in writing within thirty (30) days of the date of the IDR/ADR Offer. The types of dispute resolution are as follows: (1) Internal Dispute Resolution; (2) Mediation; (3) Non-Binding Arbitration; or (4) Binding Arbitration, however, binding arbitration is not available if the Association intends to initiate judicial foreclosure against a delinquent Owner's property.

FORECLOSURE / LEGAL ACTIONS

- 2.17 MINIMUM THRESHOLD TO FORECLOSURE. The Board of Directors shall not proceed with any form of foreclosure unless and until the amount of delinquent Assessments (exclusive of any accelerated Assessments, late charges, fees, costs of collection, attorney's fees or interest) equals or exceeds One Thousand Eight Hundred Dollars (\$1,800.00) or the Assessments have been delinquent for more than twelve (12) months ("Threshold"). Once the Threshold has been met and all other requirements identified above have been satisfied, the Board may proceed with foreclosure of the Assessment lien pursuant to the Association's governing documents and *Civil Code* §5700 through §5740.
- 2.18 APPROVAL TO FORECLOSURE / INSTITUTE LEGAL ACTION. Prior to initiating foreclosure, the Board of Directors shall approve the decision by a majority vote of the Board of Directors in an executive session. The Board of Directors shall record the Board of Director's executive session decision in the minutes of the next meeting of the Board open to all. The Board of Directors shall maintain the confidentiality of the Owner or Owners of the separate interest by identifying the matter in the minutes by the parcel number of the property, rather than the name of the owner or owners.
- 2.19 NON-JUDICIAL FORECLOSURE. The procedure used shall be private foreclosure pursuant to *Civil Code* §2924, *et seq.*, and *Civil Code* §5710 through §5720, inclusive. The foreclosure action shall include a Notice of Default and Election to Sell, which shall be recorded at the County Recorder's Office and a ninety-day reinstatement period shall begin. Additional foreclosure costs, which may include reasonable Trustee and/or attorneys' fees, shall be charged to the delinquent Owner.

1. NOTICE OF DEFAULT AND ELECTION TO SELL. If the delinquency is still not cured ninety (90) days after the Notice of Default and Election to Sell was

recorded, a Notice of Trustee's Sale shall be recorded and published. This Notice must be published three (3) times during a three-week period and posted in a public place. Additional publication costs, as well as reasonable attorneys' fees shall be charged to the delinquent Owner. If a non-judicial foreclosure sale is completed by the Association against the delinquent Owner's property, the Owner shall have the right to redeem the property for a period of time up to and including ninety (90) days after the date of the Trustee's Sale.

2. NOTICE OF TRUSTEE'S SALE. A Trustee's Sale Shall be recorded with the County Recorder's Office and sent to the Owner after the recordation. In addition, the Trustee's Sale shall be published according to law. The delinquent Owner shall have ninety (90) days after the date of the trustee's sale of the property to make payment, in full of the Collection Amount and all other related collection fees and costs.
3. JUDICIAL FORECLOSURE. The Association may pursue legal action against the delinquent Owner to foreclose on the Lien and force the sale of the Owner's property. If there is insufficient equity in the property, the Association will seek a deficiency judgement against the delinquent Owner for the Collection Amount, including costs and attorneys' fees in connection with said lawsuit, including but not limited to pre and post judgment costs for filing fees, personal service, witness fees, interest, execution of judgment and/or writ fees, collectible by the sale of personal property, bank levy, rent levy, wage garnishment and/or till tap.
4. MONEY JUDGEMENT. The Association may pursue legal action against the delinquent Owner to recover the Collection Amount. A money judgment against the delinquent Owner for the Collection Amount, including costs and attorneys' fees in connection with said lawsuit, including but not limited to pre- and post- judgment costs for filing fees, personal service, witness fees, interest, execution of judgment and/or writ fees, may be collected through the recording of an Abstract of Judgment with the County Recorder's Office, bank levy, rent levy, wage garnishment, and or till tap.

RELEASE OF LIEN

- 2.20 RELEASE OF LIEN. When a delinquent Owner has paid in full all delinquent Assessments and charges, a Release of Lien shall be recorded in the County Recorder's Office within twenty-one (21) days of receipt of the sums necessary to satisfy the delinquent amount and a copy of the lien release shall be mailed to the Owner of the residential Lot.

PAYMENT OPTIONS

- 2.21 REQUEST FOR PAYMENT PLAN. An Owner may submit a written request to the Association for a payment plan. An Owner may also submit a written request to meet with the Board to discuss a payment plan. The Association shall provide the Owner with the standard for payment plans, if any exist. The Board is required to meet with the Owner in executive session within forty-five (45) days of the postmark of the request for the meeting if the request is mailed within fifteen (15) days of the date of the postmark of the Pre-Lien Notice. If there is no regularly scheduled board meeting within the forty-five (45) day timeline, the Board shall designate a committee of one or more Board Members to meet with the Owner.

This Assessment Collection Policy supersedes all previous Assessment Collection Policies by the Association.

**SUMMIT AT ORCHARD HILLS COMMUNITY ASSOCIATION
SECTION 3
COMMON AREA RULES AND REGULATIONS**

- 3.1 Use of Association Property shall be subject to the provisions of the CC&R's and the Rules and Regulations, and to any limitations imposed by any other Association Documents.
- 3.2 The Community is subject to all federal, state and local requirements of the National Pollutant Discharge Elimination System ("NPDES") adopted pursuant to the Federal Clean Water Act. No Hazardous Materials shall be stored or permitted upon any portion of the Community, except in compliance with any and all applicable laws, ordinances, regulations and orders of all applicable Public Agencies. No Owner nor Owner's tenants, family members, invitees or otherwise may dispose of hazardous waste, substance or material into any storm drain or other drainage device located anywhere within the Community. Homeowners are required to add sandbags to their lots as necessary to prevent any storm water/mud run-off from their lots to the common areas, both pre and post-construction. Homeowners shall maintain and replace sandbags as necessary until yard installation is complete. The following are prohibited:
- Washing, hosing or rinsing of driveways, sidewalks or hardscape into the street.
 - Washing, hosing or rinsing of vehicles into the street.
 - Washing, hosing or spilling of any hazardous materials into the street.

Note: The above can be done provided run-off is diverted into landscaped areas.

**SUMMIT AT ORCHARD HILLS COMMUNITY ASSOCIATION
SECTION 4
ORCHARD PROPERTY**

- 4.1 No Owner or guest shall enter or access the Orchard Property, as defined in the Orchard Declaration of Covenants and Restrictions (“Orchard Declaration”), for any purposes. Entry into the Orchard Property by any unauthorized party constitutes trespass and any such party shall be subject to citation and criminal prosecution.
- 4.2 No Owner or Association Party shall be entitled to harvest, remove fruit or crops raised on all or any portion of the Orchard Property.
- 4.3 Orchard Operations, and other open space areas where orchards are located will attract animals and insects. Animals and insects may venture from the orchards into the adjacent residential areas. Residents within the community are advised to keep domestic pets within their dwellings and use caution when leaving pets outdoors. Pets should never be walked in the Orchard Property or open space areas.

**SUMMIT AT ORCHARD HILLS COMMUNITY ASSOCIATION
SECTION 5
TENANT RULES AND REGULATIONS**

- 5.1 The Owner shall acquaint their tenants and guests with the CC&R's and Rules and Regulations of the Association. The Owner is responsible for actions and conduct of their tenants, and may be subject to fines and other disciplinary actions for their tenants' violations of the Association's governing documents, after notice and hearing.
- 5.2 For the purpose of these Rules and Regulations, a tenant shall be defined as anyone in possession of an Owner's residence in exchange for any sort of consideration, or at the sufferance of the Owners.
- 5.3 If an Owner does not reside in his Residence and has delegated his right of enjoyment of the recreational facilities to their tenant who occupies the Residence they shall not be entitled to the use and enjoyment of any recreational facilities located on the Master Association Property during the term of such delegation/lease.
- 5.4 All leases shall be in writing. Within seven (7) days after executing, or otherwise entering into, a lease, rental, or other agreement for the lease, rental, occupancy, or use of a Lot, the Owner shall provide to the Association's managing agent the name of the lessee, renter, occupant, or user of the Lot and all other persons occupying the Lot, and a copy of the lease, rental, or other agreement evidencing the Owner's permission for such lessee, renter, occupant, family member, guest, or other person, to occupy or use the Lot. Such written leases shall include the following provision, or in a form substantially as follows:
- "Lessee shall not assign the lease or any interest therein or sublet the premises or any part thereof or permit the use or occupancy of the premises by any person other than Lessee and any persons identified in the Lease Agreement as permissible occupants.
- Lessee agrees that Lessee and all occupants of the premises shall be bound by and shall comply with all provisions of the Summit at Orchard Hills Community Association ("Association") Master Declaration of Covenants, Conditions and Restrictions ("CC&Rs"), Bylaws, Rules and Regulations, Policies, Design Guidelines, or any other governing documents of the Associations (collectively, the "Governing Documents"), concerning the use and occupancy of the premises and the Master Association Property, and that Lessee shall control the conduct of all other occupants, guests and others visiting or residing at the leased premises in order to ensure compliance with the Governing Documents. Lessee acknowledges receipt of a copy of the Governing Documents. Any violation of the Governing Documents or attempt to assign or sublet the premises shall be a default under the Lease Agreement, and Lessor shall have the right to terminate the Lease Agreement without liability and to evict the Lessee and all other occupants in accordance with California law."
- 5.5 No Owner shall lease or rent their Lot for transient purposes (less than thirty-one (31) days, hotel purposes, or for any purposes inconsistent with the CC&Rs and/or Rules and Regulations, or any other governing document to which the Owner's Lot is subject to. Any lease or rental agreement that is either for a period of fewer than thirty-one (31) days or

pursuant to which the Owner or tenant (under a sublease) provides any services normally associated with a hotel, shall be deemed to be for transient or hotel purposes.

Entering into an oral or written agreement to rent, lease, or use the Lot, which on its face or by its terms may provide for an occupancy term of at least thirty one (31) consecutive days, but which the Owner knows, or reasonably should know, the renter, lessee, occupant, or user of the Lot actually intends to occupy the Lot for a term of less than thirty one (31) consecutive days, shall be deemed a violation.

- 5.6 The Owner must provide their current mailing address to management within seven (7) days after executing, or otherwise entering into, a lease, rental, or other agreement for the lease, rental, occupancy, or use of a Lot.
- 5.7 The rental of an Accessory Dwelling Unit (“ADU”) or Junior Accessory Dwelling Unit (“JADU”) shall be permitted in accordance with this Section 5. With regards to homes that have a JADU, owner-occupancy in the single family residence in which the junior accessory dwelling unit is located is required. The Owner may reside in either the remaining portion of the structure or the newly created JADU.

SUMMIT AT ORCHARD HILLS COMMUNITY ASSOCIATION
SECTION 6
PARKING RULES

- 6.1 Article VIII, Section 8.11 of the CC&Rs shall govern parking use restrictions. The following parking rules are in addition to the parking use restrictions in Article VIII, Section 8.11 of the CC&Rs. If a vehicle violates the parking rules in the CC&Rs or in the Rules and Regulations, such vehicle shall be subject to towing.
- 6.2 All persons parking or stopping their vehicle at or on Association property do so at their own risk. The Association is not responsible for any damage or injuries sustained as a result thereof.
- 6.3 Owners shall keep garages readily available for parking of permitted vehicle at all times and shall not store any goods or materials therein or use any portion of the garage for a workshop or other use which would prevent said Owner from parking the number of vehicles therein for which said garage was originally designed and constructed by the Merchant Builder. The Association shall have the right to inspect an Owner's garage to verify compliance with the foregoing restrictions.
- 6.4 All of the streets within the Community are private streets. Curbside parking along the private streets shall be subject to the restrictions and limitations imposed by the City, OCFA and/or other applicable Public Agency and the Association. In no event will parking be permitted along any portion of any street designated as a "Fire Lane" by the City, the OCFA or other Public Agency.
- 6.6 All California, local vehicle, City of Irvine and Orange County Fire codes, and posted speed limits will be enforced.
- 6.7 All vehicles parked on the streets must be parked in the direction of the flow of traffic. In no event shall vehicles be parked in such a manner as to impede the flow of traffic.
- 6.8 Vehicles shall not extend into a sidewalk or impede access over any Master Association Property.
- 6.9 Vehicles may not be stored within the Association. A vehicle shall be deemed "stored" if it has not moved from the Association parking stall or street parking for a period of ninety-six (96) hours.
- 6.10 Vehicles shall not be parked in front of mailboxes or in any manner which may obstruct access to a mailbox by the U.S. Postal Service.
- 6.11 Prohibited vehicles include, without limitation: (1) any large commercial vehicles; (2) any recreational vehicle (including, but not limited to, campers, motor homes, trailers, boats, jet skis, watercraft, aircraft, mobile homes, U-Haul (and the like), or other similar vehicles; (3) any oversized vehicles (i.e., a vehicle that exceeds seven feet [7'] in height, nine feet [9'] in width and nineteen feet [19'] in length [e.g., a limousine]); and (4) any non-motorized vehicle (i.e., jet ski trailer, boat trailer, cement mixer and other equipment). Unless approved by the Board of Directors, no Owner shall park, store or keep a prohibited vehicle on his Lot, on any private street or on any other portion of the Master Association

Property in the Community, except for purposes of loading, unloading, making deliveries or performing emergency repairs, only to the extent necessary to enable the vehicle to be moved to a proper repair facility, not to exceed twenty-four (24) hours. .

- 6.12 No person shall operate an automobile, motorized scooter, moped, motorized razor, golf cart, motorcycle, all-terrain vehicle or any other type of motor vehicle within the Association without a valid driver's license, or a California learner's permit, provided that all conditions imposed on such license or permit are satisfied.
- 6.13 Vehicles parked in a marked fire lane, within 15 feet of a fire hydrant, in a parking space designated for handicapped parking without proper authority, or in a manner which interferes with any entrance to, or exit from, the community or an Owner's separate interest shall be subject to immediate tow, at Owner's expense.
- 6.14 All drivers operating a vehicle within the community shall abide by all posted traffic control signals and signs, including, but not limited to, all posted speed limits, stop signs, and crosswalks. All persons driving within the Association shall exercise caution and reasonable driving conduct when operating a vehicle. All drivers must be aware that children and those accompanying children cross the streets within the community for ingress, egress and access to and from their respective homes and Master Association Property facilities.
- 6.15 All persons driving within the Association shall abide by California Vehicle Codes pertaining to school buses. When a school bus is stopped for the purpose of unloading or loading students, regardless of whether the red lights are flashing or any stop signal arm is activated, all approaching vehicles from all directions must stop until all students are loaded or unloaded and the school bus begins to move again.
- 6.16 Contractors shall not leave vehicles or equipment on streets overnight.
- 6.17 Owners shall, at all times, be responsible for their tenant's, guest's, or contractor's compliance with all of the provisions of the Governing Documents and shall be responsible for all parking and traffic violations of their tenants, guests and contractors.
- 6.18 First time violators will receive a written warning, except for violations of CC&Rs §8.11(a) which allow **immediate** tow. If a vehicle violates the parking restrictions after having received a written warning, such vehicle shall be subject to towing without further notice subject to the California Vehicle Code. The owner of such vehicle shall be responsible for all costs incurred to remedy the violation, including, but not limited to, towing costs, citations and legal fees.
- 6.19 In addition to towing, the Board may levy a fine for each individual parking or traffic violation, in accordance with the Association's enforcement and fine policy.
- 6.20 In accordance with Article VIII §8.12, except for the private streets and any other areas expressly authorized and regulated by the Association for vehicular use, no vehicles of any kind shall be operated, maintained, repaired or otherwise used on, over or across the Master Association Property.
- 6.21 In accordance with Article VIII §8.13, subject to the provisions of CC&Rs and the Rules and Regulations of the Association, any parking spaces within the Master Association

property (e.g., parking at a park or curbside parking along a street) shall be available on a first-come, first-served basis.

SUMMIT AT ORCHARD HILLS COMMUNITY ASSOCIATION
SECTION 7
PET RULES

- 7.1 Problems associated with animals, including noise disturbances and defecation should be directed to Irvine Animal Care Center at (949) 724-7740.
- 7.2 An Owner may keep within his respective Lot: (i) common domesticated household animals (e.g., dogs, cats, birds or fish), or (ii) subject to prior approval of the Board, an "exotic animal." Any Owner desiring to keep an "exotic animal" within his Lot shall make prior application to the Board for permission to keep such animal. As used herein "exotic animal" shall mean any type of snake or reptile which can grow to a length longer than two feet (2'), any form of livestock, and any type of spider, snake, insect or other creature of any kind or size which is poisonous or which would pose a risk of harm to any person or to a common domesticated household animal if such exotic animal escape from its respective lot, or any other animal (other than a common domesticated household animal) which may be designated from time to time as an exotic animal by the Board of Directors.
- 7.3 Except for service animals, no animals, including dogs, cats, birds and other domesticated animals, are permitted in any pool area or common facilities at any time.
- 7.4 All animals must be kept either within the rear yard or other appropriate enclosure. All owners must obey the City of Irvine's "Leash Law" that requires dogs that are not on their own property be on a 6 foot or shorter leash, held by a person who can completely control the dog at all times.
- 7.5 Each Owner shall be responsible for cleaning up any excrement or other unclean or unsanitary condition caused by his animal(s) anywhere in the Community. Irvine Municipal Code 4-5-710 states that it is unlawful to leave your pet's feces on any public or private property that is not owned by you. Violation of this law is punishable by a city imposed fine.
- 7.6 In all cases, animals may only be kept in accordance with applicable City ordinances and codes and may not be kept, bred or maintained for any commercial purpose. Animals may not be kept in unreasonable numbers which may be determined by the Board and set forth in the Rules and Regulations.
- 7.7 These rules are in addition to the animal restrictions in Article VIII, §8.5 of the CC&Rs.

SUMMIT AT ORCHARD HILLS COMMUNITY ASSOCIATION
SECTION 8.1
SIGNAGE RULES

Sub-Index

8.1 General

8.2 For Sale Signs

8.3 Open House Signs

- 8.1.1 No commercial sign or billboard of any kind shall be displayed to the public view on any portion of the Community (as defined in Article I §1.11 of the CC&Rs), except such signs as may be used by Declarant (or by a Merchant Builder with Declarant's written consent) in connection with the development of the Community and sale or lease of Lots..
- 8.1.2 In accordance with Section 712, 713 and 4710 of the California Civil Code, an Owner may display on his/her Lot or on real property owned by others with their consent, or both, signs which are reasonably located, in plain view of the public, are of reasonable dimensions and design, do not adversely affect public safety, including traffic safety, and which advertise the property for sale, lease or exchange, or advertise directions to the property or the Owner's or agent's telephone number.
- Additionally, any Owner may display on his Lot or on real property owned by others with their consent, or both, (i) the flag of the United States displayed in accordance with §4705 of the California Civil Code; (ii) noncommercial signs, posters, flags or banners displayed in accordance with §4710 of the California Civil Code; and (iii) signs advertising the Owner's Lot for sale, lease or exchange, or to advertise directions to the property or the Owner's or agent's address and telephone number in accordance with §712 of the California Civil Code
- 8.1.3 All signs shall comply with the City of Irvine Municipal Codes regarding signs and any other applicable governmental ordinances.
- 8.1.4 Signs erected in Master Association Property not complying with the rules will be removed by a representative of the Association.
- 8.1.5 All Owners shall comply with the following Summit at Orchard Hills Community Association's "For Sale" and "Open House" Sign Regulations as well as the requirements of Article VIII, §8.5 of the Declaration.

SUMMIT AT ORCHARD HILLS COMMUNITY ASSOCIATION
SECTION 8.2
“FOR SALE” SIGN REGULATION

Article VIII Section 8.5 of the Master Declaration and the City of Irvine regulates all signs Summit at Orchard Hills Community Association. Consistent with these regulations, the Board of Directors has approved the following standards for “For Sale” signs. Homeowners listing their homes with a real estate agent are responsible for ensuring that the agent complies with these standards. Signs deviating from these standards may be moved without notice from the common area. These regulations shall also apply to “For Lease” signs.

- 8.2.1 Residents (or their agents) wishing to advertise "For Sale" for purposes of selling their property must use a standard sign with restrictions on type, design, location, and quantity.
- 8.2.2 Signs are to conform to the following specifications:
- (a) The total sign area shall be contained within a 12" x 18" area.
 - (b) The top of the sign shall not exceed 4' above ground level.
 - (c) Primary Text Color: Benjamin Moore #2134-10 “Night Horizon”
 - (d) Primary Text Font: “Cochin”
 - (e) Background Color: Benjamin Moore #HC-35 “Powell Buff”
 - (f) Pole Color: Benjamin Moore #2134-10 “Night Horizon”
- 8.2.3 The sign must be professionally prepared on weather-resistant material.
- 8.2.4 Only one sign is permitted per dwelling unit. Brochure boxes, attached riders, sold signs, flags, banners, balloons and promotional paraphernalia are prohibited. Additionally, only the brokerage firm name or “For Sale by Owner” with the owner’s or agent’s address & phone number may be included on the sign. The approved sign format and colors are on file and can be purchased at R.E.S.S. (Real Estate Signs and Supplies), 23252 Del Lago, Laguna Hills, CA 92653, (949) 855-1355, or other such vendor(s) that may be designated by the Board of Directors in the future.
- 8.2.5 The sign may be placed no further away from the dwelling unit than half the distance between the dwelling and the sidewalk. No sign shall be attached to the ground by means other than a conventional single vertical stake which shall not exceed 2" x 3" in diameter. Posts, pillars, frames, or similar arrangements are prohibited.
- 8.2.6 Signs are not permitted on Master Association Property except that a maximum of one "Open House" directional sign per change of direction may be placed at street intersections. However, in no case may there be more than one "Open House" directional sign per corner.
- 8.2.7 Developer is exempt from these restrictions during the entire sales phase.
- 8.2.8 Property owners who fail to comply with this policy will be subject to enforcement in accordance with the Enforcement Policy.

SUMMIT AT ORCHARD HILLS COMMUNITY ASSOCIATION
SECTION 8.3
"OPEN HOUSE" SIGNAGE ON COMMON AREAS

Article VIII Section 8.5 of the Master Declaration and the City of Irvine regulate all signs in Summit at Orchard Hills Community Association. Consistent with these regulations, the Board of Directors has approved the following standards for "Open House" signs. Homeowners listing their homes with a real estate agent are responsible for ensuring that the agent complies with these standards. Signs deviating from these standards may be moved without notice from the common area.

- 8.3.1 Residents (or their agents) wishing to advertise "Open House" for purposes of selling their property must use a standard sign with restrictions on type, location, and quantity.
- 8.3.2 Signs are to conform to the following specifications:
- (a) The total sign area shall be contained within a 12" x 18" area.
 - (b) The top of the sign shall not exceed 4' above ground level.
 - (c) Primary Text Color: Benjamin Moore #2134-10 "Night Horizon"
 - (d) Primary Text Font: "Cochin"
 - (e) Background Color: Benjamin Moore #HC-35 "Powell Buff"
 - (f) Pole Color: Benjamin Moore #2134-10 "Night Horizon"
- 8.3.3 The Owner of the sign shall identify the sign as his/hers with their initials in an area no larger than 2" x 3".
- 8.3.4 A maximum of one sign (in total) may be placed on Master Association Property. At a four-way intersection there are four corners where only four signs may be placed.
- 8.3.5 Signs may not remain on Master Association Property overnight.
- 8.3.6 Brochure boxes, attached riders, flags, banners, balloons and promotional paraphernalia are prohibited. Additionally, only "Open House" and a directional arrow may be included on the sign. The approved sign format and colors are on file and can be purchased at R.E.S.S. (Real Estate Signs and Supplies), 23252 Del Lago, Laguna Hills, CA 92653, (949) 855-1355, or such vendor(s) that may be designated in the future.
- 8.3.7 "Open House" signage may be posted on Saturdays and Sundays only and at a frequency of two weekends per month maximum.
- 8.3.8 The Owner of the property for sale is solely responsible for adherence to these and all other Summit at Orchard Hills Community Association Rules and policies.
- 8.3.9 Property owners who fail to comply with this policy will be subject to enforcement in accordance with the Violation Enforcement Policy.

**SUMMIT AT ORCHARD HILLS COMMUNITY ASSOCIATION
SECTION 9
CONTRACTOR GUIDELINES**

Association members are responsible for the actions of any contractor they hire to perform work in the Association and to ensure that any contractor hired adhere to the following:

- 9.1 Contractor shall abide by all traffic safety rules and signs, posted and otherwise. The Association is a family community – watch for children playing.
- 9.2 Vehicles and other equipment must be parked in such a manner so as not to impede traffic or access to fire hydrants, driveways, streets or mailboxes.
- 9.3 Contractors shall not leave vehicles, equipment, trash, construction debris or material on streets overnight. No vehicles, equipment, trash, construction debris or material shall be placed on Master Association Property, nor shall any such items be used or left in such a manner as to damage Master Association Property.
- 9.4 Contractors shall adhere to all Local Ordinances in the performance of work.
- 9.5 Portable toilets or similar temporary toilet facilities shall be located only on the Lot itself, set back five (5) feet from the side yard property line, or in a location approved by the DRC.
- 9.6 Dumpsters shall be maintained in a neat and sanitary manner on the relevant Owner's residential lot during construction. Materials shall be placed so that they are not visible outside of the dumpster. A regular dumping service shall be retained a minimum of once per week. Dumpsters are not permitted in communities, streets, or on Association maintained property.
- 9.7 Community landscaped areas and sidewalks shall be protected during construction. In accordance with Article V §5.4 of the Association's CC&Rs, the Association will repair any damage to the Master Association Property caused by any construction activity and will levy a Compliance Assessment against such Owner. For major remodels, the Association reserves the right to require screened fencing, which includes the use of a six-foot chain-link fence and frontage gate secured by a dark green mesh behind the sidewalk, which shall be maintained in good condition and all construction materials must be kept behind the fence.
- 9.8 If lumber or other packaged material is unloaded in the street, street access must not be blocked and safety warning devices must be used while the material is being unloaded. The maximum length of time that material can be stockpiled in the street is eight (8) hours. Unpackaged material, such as sand or soil, may not be unloaded in the street. Stockpiling in the street is prohibited.
- 9.9 No construction equipment, materials, debris or trash shall be allowed to accumulate or be stored on the properties.
- 9.10 Contractors shall not bring or use alcohol or recreational drugs on site.

- 9.11 Contractors shall not bring dogs on site. Contractors shall only be allowed to bring onto the properties persons who are working with contractor on the construction project.
- 9.12 Contractors must take all necessary safety precautions and shall erect and maintain barriers, lights, signs and other safeguards to give adequate warning to everyone on or near the site of dangerous conditions associated with their construction activity.
- 9.13 All construction activity must comply with local governmental codes/permits as well as plans approved by the Association's Design Review Committee.
- 9.14 At the end of the workday, the streets must be left broom clean. All debris (e.g., paper, bottles, cans and litter) must be removed from the job site on a daily basis. Street washing is strictly prohibited.
- 9.15 Contractors shall not play radios or other musical appliances so that the sound extends across the lot property lines. Contractors shall minimize noise impacts from generators or other construction equipment.
- 9.16 Contractors must perform work in accordance with (i) Best Management Practices; (ii) the Master Water Quality Management Plan (i.e. Erosion and sediment controls must be in place. Washing must be confined to the lot area. Materials may NOT be discharged into the storm drain); and (iii) the National Pollutant Discharge Elimination System.
- 9.17 Any contractor violating these rules may be subject to immediate denial on entry into the community until a hearing can be held to address the violation with the responsible owner. For more serious violations, the contractor may be denied entry permanently.

SUMMIT AT ORCHARD HILLS COMMUNITY ASSOCIATION
SECTION 10
POOL/SPA/WADER RULES

10.1 Pool Facility Hours shall be as posted.

10.2 Reservations

- ❖ Individual homeowners may not reserve pool area facilities for exclusive use.

10.3 Pool Manager

- ❖ Any problems should be reported immediately to management.

10.4 General Pool Facility Rules

- 10.4.1 Owners are permitted to host no more than six (6) guests in the pool area at any given time provided the resident sponsors and their guests are courteous of the neighbors and control noise.
- 10.4.2 Use the pool at your own risk. The Association assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property. This also applies in the event that a pool monitor is staffed on the premises.
- 10.4.3 If Owner elects to rent or lease his/her dwelling unit and gives right of access to pool area facilities to Lessee, the Owner relinquishes his/her access rights.
- 10.4.4 Use of the pool facilities and Master Association Property is a privilege which is enjoyed by all Owners or occupants, however, consideration of others concerning noise is also important.
- 10.4.5 Conduct by an Owner or occupant which deprives any other Owner or occupant use of the pool/spa/wader or common property shall not be allowed.
- 10.4.6 Pool furniture is available on first-come, first-served basis and may not be taken out of the pool area for any reason at any time.
- 10.4.7 Owners are not permitted to bring additional furniture and/or equipment into the pool area.
- 10.4.8 Guests may make use of the swimming pool/wading pool only when accompanied by the resident host. Guests not accompanied by a resident host is a violation of these rules and any unaccompanied guest(s) may be requested to leave the premises.
- 10.4.9 All swimmers must shower before entering the pool and must wear a bathing suit (no ragged-edged garments are allowed.) Showers are only for persons using the facilities and not for individual personal hygiene not related to use of the facility.
- 10.4.10 **Swim diapers and plastic pants, specifically for pool use, must be worn in the pool by all users with incontinence issues and children who wear diapers.**

- 10.4.11 **Any individual with a condition or disease which may be transmitted through pool water or open sores will not be permitted to use the pool facilities.**
- 10.4.12 For shoulder length hair or longer, it is recommended that hair be tied back, braided or cap worn (hair clogs the drains).
- 10.4.13 The following rules shall apply:
- i. No running or "horse play" on pool deck.
 - ii. No "horse play" in the swimming pool/wading pool.
 - iii. No ball/Frisbee or object throwing.
 - iv. No gum in pool area.
 - v. No skateboards/bicycles/tricycles/skates/roller blades/scooters or the like inside fenced area.
 - vi. No toys in pool area.
 - vii. No glass bottles or other glass containers/objects inside fenced area.
 - viii. No pets or animals inside fenced area, except for service animals.
 - ix. No unduly loud or disturbing noise inside the fenced area.
 - x. No radios/playback sound devices without headsets inside the fenced area.
 - xi. No diving from benches, tables or other facility structures inside the fenced area.
 - xii. No rafts, inflatable toys, or diving rings during busy periods, which shall be at the discretion of the lifeguard (if staffed) or roving patrol. Lifejackets are always allowed.
 - xiii. No "boogie boards".
 - xiv. Smoking of any kind, including, but not limited to, cigarettes, cigars, pipes, e-cigarettes, vapor pens, vapor pipes, and hookahs, is prohibited.
 - xv. No pool furniture in the pool.
 - xvi. Anyone urinating or defecating in the pool is subject to immediate removal from the pool and pool area and imposition of appropriate discipline, after notice and hearing, which may include suspension of privileges to use pool area facilities, monetary penalties and charging residents with all costs of draining and cleaning of pool. Residents are also subject to discipline, including but not limited to, imposition of fines, for such actions by themselves or their guests.
- 10.4.14 Any damage to equipment or furnishings must be reported promptly. Members responsible for the damage will be required to immediately reimburse the Association for losses related to the damage.
- 10.4.15 The "buddy system" is recommended to be used by all swimmers at all times. For safety no one should swim alone.
- 10.4.16 All gates must remain closed and locked at all times.
- 10.4.17 Any resident or resident's guest caught jumping the fence to any gated facility will be asked to leave the facility for the day and a letter will be sent to the homeowner. Non-resident violators will be turned over to the police as trespassers.
- 10.4.18 Violation of these rules may result in a verbal warning, time-out period, ejection for the day or suspension of privileges.

10.5 Wading Pool

- 10.5.1 The wading pool is intended for children five (5) years of age and younger.
- 10.5.2 It is recommended that all children in the wading pool area be under the direct supervision of an adult at all times.
- 10.5.3 All general rules that apply to pool area facilities also apply to the wading area.

10.6 Spa

- 10.6.1 It is recommended that persons age thirteen (13) years old or under be accompanied by an adult.
- 10.6.2 It is recommended that children 5 years old or younger not use the spa at any time.

10.7 Common Amenities & Facilities

- 10.7.1 Any common amenities (i.e. barbecue) are available on a first come, first serve basis.
- 10.7.2 Residents are responsible for clean-up after use of the facilities.

SUMMIT AT ORCHARD HILLS COMMUNITY ASSOCIATION
SECTION 11
PARK RULES

- 11.1 Park hours are as posted, unless reserved by the Association for special events.
- 11.2 Children under the age of 12 should be supervised by parents/guardians/persons over 18 at all times.
- 11.3 Use of the Master Association Property shall be subject to the provisions of the CC&R's and the Rules and Regulations, and to any limitations imposed by any other Association Documents.
- 11.4 Basketball court is first come first served, and if another member is waiting, play should rotate after 30 minutes.
- 11.5 The park areas are for the use of Association members and their guests. Guests must be accompanied by a Member at all times. Members shall be responsible for the conduct of their guests.
- 11.5 The parks may not be used for commercial purposes other than those endorsed by the Association.
- 11.6 Small parties of less than 20 guests may be held. The resident sponsored party must be courteous to the neighbors and control noise.

Insurance may be required, subject to the amenity reservation form.

If the resident sponsored party is providing bar service, no resident nor their guests, family, invitees may bring their own alcohol, unless otherwise noted on the amenity reservation form. Whenever alcoholic beverages are served, it must be in compliance with all Health Department codes, and with all Alcohol Beverage Control laws.

Should any damage occur to the facility, including failure to adequately clean up the area used by the Member, the Association shall have the right to hold a hearing and thereafter assess the Member to cover any damage to the park amenity that results from the Member's use.

- 11.7 Members hosting a party shall be completely responsible for his/her own set-up and clean-up. All clean-up shall be completed prior to leaving the area. Clean up shall be done in such a manner as to leave the area as it was prior to the party.
- 11.8 No glassware allowed. Subject to Association written approval amplified sound (e.g., boom boxes, personal amplifiers, bands, or disc jockeys) is not allowed.
- 11.9 Management reserves the right to close the parks at any time in order to repair, clean and maintain premises.

- 11.10 Skateboarding, roller blading, and motorized equipment (e.g. scooters) are prohibited at all times.
- 11.11 Residents who procure a bounce house must name the Association and the management company as additional insured by endorsement to their homeowner's policy and the bounce house company's policy. Copies of such endorsements shall be provided to the Association before any bounce house is placed.
- 11.12 Waterslides or temporary pools are not permitted.
- 11.13 Smoking of any kind, including, but not limited to: cigarettes; cigars; pipes; e-cigarettes; vapor pens; vapor pipes; and hookahs, are prohibited at any of the parks within the community.
- 11.14 Fire pits and barbecues, other than those which may be provided by the Association, are prohibited.

SUMMIT AT ORCHARD HILLS COMMUNITY ASSOCIATION
SECTION 12
TOT LOT RULES

- 12.1 Tot Lot hours are as posted.
- 12.2 Children under 12 should be supervised by parents/guardians/persons over 18 at all times.
- 12.3 Use of Master Association Property shall be subject to the provisions of the CC&R's and the Rules and Regulations, and to any limitations imposed by any other Association Documents.
- 12.4 The Tot Lot area is for the use of Association Members and their guests. Guests must be accompanied by a Member at all times. Members are responsible for the conduct of their guests.
- 12.5 The Tot Lot may not be used for commercial purposes other than those endorsed by the Association.
- 12.6 Management reserves the right to close any of the facilities at any time in order to repair, clean and maintain premises.
- 12.7 Public broadcasting (i.e. deejays), skateboarding, roller blading, and motorized equipment (i.e. scooters) are prohibited at all times.
- 12.8 Residents who procure a bounce house must name the Association and the management company as additional insureds by endorsement to their homeowner's policy and the bounce house company's policy. Copies of such endorsements shall be provided to the Association before any bounce house is placed.
- 12.9 Waterslides or temporary pools are not permitted.
- 12.10 Smoking of any kind, including, but not limited to: cigarettes; cigars; pipes; e-cigarettes; vapor pens; vapor pipes; and hookahs, are prohibited in the Association's Tot Lot.

SUMMIT AT ORCHARD HILLS COMMUNITY ASSOCIATION
SECTION 13
FACILITY RULES AND REGULATIONS

- 13.1 The facilities are for the use of Association members who are in good standing and current with assessment dues. The use of facilities may be restricted by the Board of Directors for violation of the CC&Rs, the Association's Rules and Regulations, delinquent assessments, and/or abuse of the recreational facilities or Master Association Property.
- 13.2 The facilities may not be used for commercial purposes other than those endorsed by Summit at Orchard Hills Community Association and events in which Association members may participate. The Declarant has the right to reserve and use the facilities at any time for marketing events during the time when Lots are for sale by Declarant. Also, facility usage is approved free of charge for Association endorsed activities i.e., Association meetings, Association sponsored holiday parties.
- 13.3 Regularly scheduled events, specifically Association functions, have priority for reserving the facilities.
- 13.4 In accordance with the law of the State of California, no one under the age of twenty-one (21) shall be served an alcoholic beverage while on the premises. If alcoholic beverages are served at functions held at the facility, no minors are to be present without parental permission. The member renting the facility is responsible for all conduct of anyone consuming alcoholic beverages or on the premises while alcoholic beverages are being served, and shall ensure that no one under the age of twenty-one (21) is served or consumes alcohol.
- 13.5 The member renting the facility shall arrange for pick-ups and deliveries (if any) to be made the day of the event.
- 13.6 The member renting the facility shall be completely responsible for his/her own set-up and clean-up. All clean-up shall be completed prior to returning the key to the facility. Should any damage occur to the facility, including failure to adequately clean up the area used by the Member, the Association shall have the right to hold a hearing and thereafter assess the Member and to withhold some or all of a deposit to cover any damage to the facility that results from the Member's reservation and/or use of the facility.
- 13.7 The member renting the facility hereby warrants that there will be no charge to his/her guests for admission, food, beverages, or entertainment on the premises. Association sponsored events may charge admission or a use fee to recoup expenses.
- 13.8 Management reserves the right to close any of the facilities at any time in order to repair, clean and maintain premises. Association shall not be responsible for a Member's loss of use, even if reserved, due to a facility closure.
- 13.9 Every Member, by their use of any portion of the facilities, accepts the terms of this policy and by such use agrees to be bound thereby. Specifically, any Member utilizing

any portion of the facilities agrees to indemnify and defend the Association and/or its agents from any and all claims, damages or liability in connection with such use.

- 13.10 Reservation of any facility does not include the pool facilities. The pool, spa and wader may be used, but other homeowners and guests may not be excluded from the pool area. No tables, chairs, lights, heating equipment, candles, games, food or any other equipment or use may be made of the pool area by persons renting the clubhouse facility. Although guests may utilize the pool area for swimming or sitting, the pool area cannot be exclusively rented by persons renting the clubhouse. All equipment, tables, chairs, lights, and other party props must be placed and used solely within the clubhouse facility itself and not in the pool area. No unsafe or hazardous materials, no flammable or direct flame items may be used in the clubhouse.
- 13.11 An application for reservation of the facility must be made by a Member and the applicant must be present during the period the facility is in use under such reservation.
- 13.12 The facility may be reserved no less than fifteen (15) days in advance of the event. Reservations for purposes described in California Civil Code Section 4515(b)(1)-(2) may be reserved no more than fourteen (14) days and no less than seventy-two (72) hours in advance of the event.
- 13.13 Live music is allowed between 9 AM to 10 PM, if approved by the Association.
- 13.14 Please refer to the reservation application form and agreement for facility usage fees and deposits.
- 13.15 Smoking of any kind, including, but not limited to, cigarettes, cigars, pipes, e-cigarettes, vapor pens, vapor pipes, and hookahs, is prohibited within the facilities or surrounding patio areas.
- 13.16 Use of the facilities for a reserved event may be further restricted pursuant to the reservation application form and agreement.
- 13.17 When the facilities are not otherwise reserved or in use, members and residents may utilize the facilities during operational days and hours for the purposes described in California Civil Code Section 4515(b)(1)-(2). Such use is subject to these rules and the responsible member or resident submitting an application form and agreement for use of the facilities. Notwithstanding these rules, use of the facilities for the purposes described in California Civil Code Section 4515(b)(1)-(2) shall not be subject to a fee or deposit.

**SUMMIT AT ORCHARD HILLS COMMUNITY ASSOCIATION
SECTION 14
PROCEDURES FOR GATE ACCESS**

**** The entry gates and gate house do not transfer to the ownership of the Association until the final phase of the DRE budget; consequently, once the gates are conveyed and controlled by the Association the following Rules will be applicable:**

- 14.1 Residents living in Summits at Orchard Hills are to complete the Homeowner Access Gate Information Form. The name of the residents, the property address, telephone numbers, vehicle make and license plate number(s), and a list of all permanent guests that are authorized access into the Community should be outlined on this form. The information is not to be filled out by anyone other than the Property Owner.
- 14.2 Contact management to obtain transponders.
- 14.3 Residents may place a guest/vendor on their permanent access list. It is the resident's responsibility to update this form if they decide to take this individual off the permanent access list. Summit at Orchard Hills may deny access to a guest that violates the governing documents of the Association (upon notice and hearing to resident). Guests or invitees who continue to violation the Association's Governing Documents despite warning from the Association or Association agents, or who have caused damage to the Master Association Property or other property, may be denied immediate access to the community, regardless of whether the guest or invitee is placed on an Owner's guest list.
- 14.4 Subject to the restrictions set forth in Sections 15 and 16 herein, all guests and invitees must be previously authorized entry by the Owner (either through www.orchardhillshoa.com or by placing them on the Guest List, by phone, fax or in writing). If an Owner authorizes entry to guest or invitee by phone, a valid password is required.
- 14.5 It is absolutely prohibited for an Owner to allow use of a transponder to any individual who is not a resident. In addition, it is prohibited for an Owner to give their password to a non-resident to allow access into the community.
- 14.6 Vehicle access into the community is controlled by a gate entry system. One vehicle at a time may enter. Tailgating is prohibited. The Association is not responsible for damage to vehicles or persons arising from or caused in connection with a violation of these rules and the gate entry system.
- 14.7 Abuse of entry privileges or violation of community rules by guests will be the responsibility of the host Resident and may result in revocation of the guest's right to drive their vehicle into the community. This restriction may be placed on a particular guest after notice has been given and a hearing has been held for the host Resident detailing the guest's violations. Revocation of the guest's right to drive their vehicle into the community will be imposed in up to thirty-day (30 day) increments.

Drivers and passengers must remain in their vehicle and are prohibited from entering the guardhouse, approaching the gate attendant, or acting in a manner that is intimidating, threatening or harassing.

- 14.8 Residents, guests, and invitees must follow the directions and directives of gate attendants. Failure to follow the directions and directives of gate attendants is a violation and will result in disciplinary action against the responsible Owner.

**SUMMIT AT ORCHARD HILLS COMMUNITY ASSOCIATION
SECTION 15
REAL ESTATE EVENTS / ENTRY APPROVAL**

****The entry gates and gate house do not transfer to the ownership of the Association until the final phase of the DRE budget; consequently, once the gates are conveyed and controlled by the Association the following Rules will be applicable:**

15.1 Agent/Broker Entry Access

15.1.1 Real Estate agents are permitted entry to the Community for the following:

- i) To Show Property.
- ii) To visit with a homeowner whose property is listed with them.

15.1.2 Agents are not permitted to solicit Summit at Orchard Hills residents for listings; this includes going door to door and the distribution of any marketing materials in the community. All marketing materials must be delivered via the U.S. mail.

15.1.3 Passes are issued only for one (1) day to licensed real estate agents.

15.1.4 The Homeowner must call the Gate Attendant and authorize the entry of a real estate agent or add them to their "permanent guest list."

15.1.5 If a real estate agent arrives at the gate and has not been previously authorized entry, the Gate Attendant should call the Homeowner or authorized agent to receive permission to admit the agent.

15.1.6 In the event a potential buyer arrives at the gate that has not been previously authorized for entry, the Gate Attendant should call the Homeowner or authorized agent to receive permission to admit the potential buyer.

15.2 Open House Events

15.2.1 Open houses may be held Saturdays 12:00 PM to 5:00 PM and Sundays from 12:00 PM to 5:00 PM.

15.2.2 Details of the event, including the date and time, must be given to the Gate Attendant in writing or by fax at least forty-eight (48) hours prior to the event.

15.2.3 All costs associated with the open house shall be the responsibility of the Owner.

15.2.4 A one-day Guest Pass will be issued to the person attending the open house.

15.2.5 All signs must conform to all rules of the Association and the City of Irvine. Signs will be allowed only on the day of the open house, and may be placed only on the front of the open house property between the hours of 10:00 AM to 6:00 PM.

15.2.6 No flags or balloons are permitted.

15.3 Real Estate Showings

15.3.1 The resident or non-resident Owner must contact the Gate Attendant and advise the attendant of the date and time of the visit that someone is expected to view their home at least twenty-four (24) hours in advance of the showing. Notification must be given in writing, fax or phone.

15.3.2 Any other visitors must be escorted by the Homeowner, a previously authorized agent, or broker, unless they appear on the Homeowner's Access Gate Information Form as an authorized guest.

15.4 Broker and/or Office Previews

15.4.1 Broker previews and office previews are only allowed Monday through Friday between the hours of 9:00 AM to 5:00 PM.

15.4.2 Details of the preview, including the date and time, must be given in writing or by fax to the Gate Attendant at least forty-eight (48) hours in advance of the broker preview.

15.4.3 Real estate agents who arrive at the gate and state that they are attending a preview at the resident's address, which has been previously authorized by the Owner and communicated to the Gate Attendant, will be admitted by the Gate Attendant upon presentation of his or her business card, indicating that the individual is a licensed real estate agent.

15.4.4 All signs must conform to all rules of the Association and the City of Irvine. Signs will be allowed only on the property on the day of the preview, and may be placed only on the front of the open house property.

15.4.5 Real estate agents are not allowed to utilize flags, balloons or open house signs that deviate from the Summit at Orchard Hills signage program or any City or County ordinance.

15.4.6 Following notice and hearing to the Owner, an Owner's agent violating the rules and regulations of the community will not be allowed to pursue public open houses or broker previews within the community for the duration of the listing period of that particular property.

**SUMMIT AT ORCHARD HILLS COMMUNITY ASSOCIATION
SECTION 16
FUNDRAISERS & CHARITABLE EVENTS**

****The entry gates and gate house do not transfer to the ownership of the Association until the final phase of the BRE budget; consequently, once the gates are conveyed and controlled by the Association the following Rules will be applicable:**

16.1 PARTIES & SPECIAL EVENTS

16.1.1 Parties and Special Events must be non-commercial in nature.

16.1.2 Homeowners hosting parties or other such events that require more than twenty (20) guest vehicles entering the community, must notify the Association's management company in advance and complete and sign the Member Special Event Access Form, which can be obtained from management. The purpose of notification is to advise the gate attendant of the influx of a large amount of traffic entering the community. It is the responsibility of the homeowner to ensure that the management company receives the form not less than three days (72 hours) prior to the event. If the party or event exceeds forty (40) guest vehicles, the homeowner will be required to pay a fee for additional attendant coverage to ensure speedy entry into the community. Homeowners hosting parties or other such events that exceed forty (40) vehicles, or when there are multiple events, will be required to hire an additional Gate Attendant of the affected gate under the following schedule:

0-40	No additional Gate Attendant unless there are multiple events (in which case the owners would evenly share the costs).
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41-90	One Additional Gate Attendant
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91-141	Two Additional Gate Attendants
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Over 141	Three Additional Gate Attendants
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16.1.3 The Gate Attendants must be hired through the Gate Attendant company under contract with the affected gate.

16.1.4 The Gate Attendants must remain on duty for the anticipated duration of guest arrivals.

16.1.5 The homeowner must pay costs for the additional Gate Attendant five (5) days in advance of the function.

16.1.6 Parties and special events are not permitted in unoccupied homes.

16.2 FUND RAISERS/CHARITABLE EVENTS

From time to time and in its sole discretion, the Board of Directors may consider a Homeowner's request to sponsor a charitable event at their residence; that would require the admission of the public. Requests for fundraising or charitable events may

not be approved by the Gate Attendants. In considering any such requests, the Board of Directors will require the following in addition to other specific reasonable conditions:

- 16.2.1 The event must be non-commercial in nature.
- 16.2.2 The sponsoring Owner and/or the charitable association must pay the cost of a Gate Attendant and Patrol. Patrol must be provided by the Gate Attendant service employed at the entry gates.
- 16.2.3 Depending upon the anticipated number of guests, the Board of Directors may require one or more additional Gate Attendants at the entry gates, according to the Parties and Special Events Rules.
- 16.2.4 Additionally, one or more Gate Attendants will be required at the residence to ensure that the attendees only have access to the home of the sponsoring Owner and that they leave the community after attending the event.
- 16.2.5 The Owner, charitable organization and guests must abide by all parking requirements.
- 16.2.6 The sponsoring Owner and charitable organization agree to hold the Association and its members harmless from and indemnify against any liabilities on a form prepared by the Association's attorney, and pay for the cost of the preparation of such form in advance.
- 16.2.7 The sponsoring Owner and charitable organization must be responsible for any and all costs associated with the special event and must submit a deposit at least fourteen (14) days in advance of that special event for deposit in the Association's general account. The amount of the deposit will be determined by the Board of Directors to pay for any costs incurred, and any surplus funds will be returned to the homeowner or charitable organization.
- 16.2.8 A Member Special Event Access Form must be filled out and dropped off or mailed, with payment, if required, five (5) business days prior to the event to the Association's management company.

**SUMMIT AT ORCHARD HILLS COMMUNITY ASSOCIATION
SECTION 17
TRANSPONDER AND KEY FOB**

Transponders:

Two (2) gate transponders will be issued to an Owner at no charge upon submittal of the completed Transponder Request Form. Additional transponders will only be issued to residents, including tenants, whose vehicle is registered at an address within the Summit at Orchard Hills upon submittal of the completed Transponder Request Form, and payment of fee.

Transponders will be issued to all tenants of property owners of lots located within Summit at Orchard Hills' gated Community upon submittal of the completed Transponder Request Form signed by the owner and tenant, and a copy of a signed lease.

Current transponders must be displayed on the vehicle (left lower corner of the front windshield on the driver's side).

Key Fobs:

Key Fobs will be issued to all property owners of Summit at Orchard Hills upon submittal of the completed Homeowner Key Fob Information Form. Key Fobs will be issued to each full time resident and homeowner. Additional or lost Key Fobs will require a non-refundable fee of \$50.00 per Key Fob prior to issuance. **Note:** Key Fobs will not be issued to guests or family members who do not reside in Summit at Orchard Hills. Maximum of 4 key fobs will be issued per residence.

TENANTS OF PROPERTY OWNERS

Tenants must submit a copy of their signed lease, a signed letter from the homeowner or the Homeowner Key Fob Information Form signed by both the owner and tenant.

Owners will be held responsible for any violations or abuse of privileges by tenants.

**SUMMIT AT ORCHARD HILLS COMMUNITY ASSOCIATION
SECTION 18
NEIGHBOR TO NEIGHBOR DISPUTE POLICY**

- 18.1 The Association will not become involved in neighbor-to-neighbor disputes unless the issue involves Master Association Property.

**SUMMIT AT ORCHARD HILLS COMMUNITY ASSOCIATION
SECTION 19
STORM DRAIN WATER RUN-OFF POLICY**

- 19.1 Any fines assessed by a City, County or government agency that are assessed as result of acts by an Owner or their guest(s) will be passed along to the Owner in the form of a “Special Assessment” or “Compliance Assessment”.
- 19.2 Any assessment related to storm drain violations and collection thereof will be subject to the Delinquency Policy of the Association.
- 19.3 In accordance with Article VIII §8.17 of the Association’s CC&Rs, all Owners and other residents in the Community may not dispose of any Hazardous Material into any storm drain or other drainage device located anywhere in the Community in violation of NPDES, the Water Quality Management Plan and/or any other applicable federal, state or local law, ordinance, regulation, or order.

**SUMMIT AT ORCHARD HILLS COMMUNITY ASSOCIATION
SECTION 20
PRIVATE HOMEOWNER SETBACK AREA**

20.1 Some Lots within the Community are subject to a Private Homeowner Setback Area (PHSA) which restrict the design and affects the maintenance of Improvements. To determine if a Lot is subject to a PHSA, please refer to the Master Declaration and the applicable Notice of Annexation for your Lot.

20.2 Each Owner is responsible for determining whether their Lot is subject to a PHSA and for compliance with all Homeowner Setback Area Requirements. The Association is not liable if Improvements not in compliance with the Homeowner Setback Area Requirements are submitted by the Owner and approved by the Association.

20.3 Approval by the Association of Owner Improvements does not remove the Owner's responsibility to comply with the Homeowner Setback Area Requirements or any other applicable codes or ordinances. Owner shall, at Owner's sole cost, modify or remove any and all noncompliant Improvements.

20.4 Owner is responsible to ensure construction and on-going maintenance of their Lot is in compliance with the PHSA requirements. Each Owner whose Lot is subject to a PHSA shall document compliance by the **'Private Homeowner Setback Area Annual Homeowner Maintenance Certification', which each Owner shall complete and submit to the Association by June 30th of each calendar year.** Failure to timely submit the certification and meet the requirements shall result in penalties to the Owner.

SUMMIT AT ORCHARD HILLS COMMUNITY ASSOCIATION
SECTION 21
INTERNAL DISPUTE RESOLUTION POLICY

Pursuant to Civil Code § 5900, the purpose of the Internal Dispute Resolution (IDR) Policy is to provide a fair, reasonable and expeditious procedure for resolving a dispute between the Association and a Member involving the parties' rights, duties, or liabilities under the Davis-Stirling Common Interest Development Act, Civil Code § 4000 *et seq*, under the Nonprofit Mutual Benefit Corporations Law contained in Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code, or under the governing documents of the Association.

21.1 (a) The Internal Dispute Resolution (IDR) process may be begun by either the Association or the Member (the "requesting party") requesting the same, in writing, and serving the other party (the "responding party") with a copy of the written request ("the Request") by certified mail. If the process is invoked by a Member, the Association shall participate. If the process is invoked by the Association, the Member may elect not to participate in the procedure. Should the Member elect not to participate in the procedure, however, the Member shall thereby waive any right to appeal or ask the Board of Directors to reconsider any decision it may make regarding the dispute.

(b) If a Member is the responding party and agrees to participate in IDR, the Member shall return a written response ("the Response") accepting the Association's Request for IDR.

21.2 In response to a request for IDR, the Board shall appoint one or more Board Members (or other person(s) who is/are not a member of the Board) to be representatives of the Board, and set the parameters within which the Board's designated representative(s) may propose to resolve the dispute.

Within fifteen (15) days after the next regularly scheduled Board meeting following the Association's receipt of a Request for IDR, the Board shall inform the Member, by first class mail, of the representative or representatives it has designated to represent the Association in the process, together with a proposed date, time and place for the Association's designated representative(s) and the Member to meet and confer in an attempt to resolve the dispute. The parties shall schedule and conduct the meeting within thirty (30) days following such designation.

21.3 The parties are encouraged not to involve their attorneys in the IDR process, so that the parties may feel free to engage in direct and informal discussion. Any discussions relating to an IDR are considered confidential settlement discussions. Should the Member decide to bring his/her/its attorney to the meet and confer or mediation, or if the Member is an attorney, the Member shall give the Association ten (10) business days' written notice of the same by fax, overnight mail or overnight delivery, so that the Association can arrange to have its attorney attend as well. Should the Association decide to have its attorney present at the meet and confer or mediation, the Association shall give the Member ten (10) business days' written notice of the same by email, fax, overnight mail or overnight delivery, so that the Member can arrange to have his/her/its attorney attend as well.

21.4 Whether the parties meet and confer or mediate their dispute, they shall each have the opportunity to state and explain their positions regarding the issue or matter in dispute. If during the meet and confer or mediation the Member and the Board's representative(s) reach an agreement in principal regarding the manner in which the dispute may be resolved, they shall put the agreement in writing and the Member shall sign it. At the next regularly scheduled meeting following the meet and confer or mediation, the Board of Directors should consider the agreement and, if it is approved by a majority vote of a quorum of the Board, the appropriate officer(s) shall sign the agreement, at which time the agreement shall become binding upon the Association and the Member. The agreement shall only become binding and enforceable upon the parties if such action is taken by the Board of Directors and it is not in conflict with the law or the Association's governing documents. Should the Board of Directors decide to become bound by, and therefore sign, the agreement, a copy of the signed agreement shall be returned to the Member within fifteen (15) days following the Board's execution of the agreement, and the original of the agreement shall be maintained in the Association's business records.

**SUMMIT AT ORCHARD HILLS COMMUNITY ASSOCIATION
SECTION 22
ENFORCEMENT POLICY**

Discovery of Violation

- 22.1 Any violation that is an alleged violation of the Association's governing documents or Rules and Regulations will be processed according to the procedure outlined herein.
- 22.2 In the event the Board of Directors, or its managing agent, determines a violation of the Association's governing documents exists, the Board would act as follows:
- 1) Send a letter to the Owner stating the alleged violation and date needed to cure said violation.
 - 2) Upon expiration of the cure date, if the violation still exists, the Owner will be asked to attend a hearing with the Board of Directors.
 - 3) The Owner will be notified as to the decision rendered by the Board as a result of the hearing. If the Owner is found to be in violation of the Summit at Orchard Hills Community Association's documents, the Board will either (a) seek remedy by use of alternative dispute resolution such as mediation or arbitration; (b) levy a Compliance Assessment;; (c) temporarily suspend rights to use any common recreational amenities located on the Summit at Orchard Hills Community Association; (d) enter upon a Lot to monitor and enforce compliance; (e) record a notice of noncompliance; or (f) a combination thereof.
 - 4) If the decision is to pursue a monetary fine system, the Association's Fine Schedule will apply.
- 22.3 Notwithstanding the above, for more serious violations, which are within the sole discretion of the Board to decide, the matter may be immediately set for a hearing, and the matter may be referred to the Association's attorney for more immediate pursuit of appropriate legal action.

NOTE: A violation is defined as an act or failure to act, by a Member that, in the opinion of the Board of Directors, is in conflict with the CC&R's, Bylaws, Rules and Regulations and/or Design Guidelines of the Association.

SUMMIT AT ORCHARD HILLS COMMUNITY ASSOCIATION
SECTION 23
FINE SCHEDULE

23.1 If the result of the hearing is a monetary fine, the following fine schedule will apply:

Violations which do not result in an adverse health and safety impact are subject to a \$100 fine, per violation.

Violations which may result in an adverse health or safety impact are subject to the following fines:

- a) For violations other than those described below, the homeowner may be assessed a \$200 fine following the first hearing, a \$400 fine following the second hearing, and a \$600 fine following every hearing thereafter.
- b) For tree topping and any other intentional damage to Master Association Property which adversely impacts health or safety, a fine of \$2,500 will be applied.
- c) For failure to timely submit a complete Private Homeowner Setback Area Annual Homeowner Maintenance Certification and meet the PHSA requirements which verify fire safety for the community, a fine of \$1000 will be assessed.
- d) For damage to the vehicle gates or arms, even if unintentional, the Owner may be assessed a \$500 following the first hearing, a \$1,000 fine following the second hearing, and a \$2,000 fine following every hearing thereafter. The monetary penalty may be in addition to levy of a Special Assessment for costs to repair the damage..

23.2 A violation which may result in an adverse health or safety impact on the common area or another Member's property includes, but is not limited to,

- (a) Gate entry and access violations which compromise the gate entry system and thereby adversely impact the safety of others,
- (b) Violations which impact ingress, egress or access over the common area or owner Lots,
- (c) Damage to property which creates an unsafe condition,
- (d) Violations which impact quiet use and enjoyment or constitute a nuisance and adversely impact health and safety of others,
- (e) Conduct violations which threaten health or safety of others,
- (f) Property maintenance conditions that pose threat of harm or safety,
- (g) Unauthorized construction that compromises structural safety or creates an unsafe or unhealthy condition,
- (h) Running/horseplay or other unallowable activity within certain Association amenities, such as Association pools; and
- (i) Exceeding the speed limit within Association streets,
- (j) Other violations as determined by the Board of Directors.

23.3 Unpaid and Delinquent Fines. Any fines not paid may result in legal action in accordance with California law.

In the event that an Owner has accrued One Thousand and No/100 Dollars (\$1,000) or more in unpaid fines, the Board may, in its discretion, deactivate one or more of the transponders associated with such Owner until the accrued fines have been paid.

23.4 The Board may determine to use alternative dispute resolutions or cause correction of the violation to effect a cure and the Owner may be responsible for legal fees and/or reimbursement of costs to the Summit at Orchard Hills Community Association.

23.5 A violation is deemed to be "cured" if the violation is (a) remedied prior to a hearing and not a repeated violation, or (b) executing an agreement not to repeat the violation with conditions set by the Board of Directors.

NOTE: The Association, in its sole discretion, may accelerate the above process or immediately pursue legal action to remedy a violation.

Should a violation occur which imposes a financial obligation on the Association, the party responsible for said violation shall reimburse, by way of a Compliance Assessment, the Association for this financial obligation. If, for example, a party damages a fence, tree or any other Association Property, repair and replacement costs will be charged to that party. A Compliance Assessment is separate from a monetary penalty that may be imposed.

**SUMMIT AT ORCHARD HILLS COMMUNITY ASSOCIATION
SECTION 24
ELECTION RULES**

24.1 **Application of Rules:** These rules shall apply to any meeting of the membership or solicitation of membership approval by a ballot vote.

24.2 **Qualifications for Membership Voting:** Pursuant to the Association's governing documents, the Association has the following voting classes:

- (a) **Class A Members.** Initially, the Class A Members shall be all Owners other than Master Developer, Declarant and the Merchant Builders. Upon the conversion of the Class B Membership as provided below, Declarant and each Merchant Builder shall also become a Class A Member as to those Lots which they own and are paying Assessments levied by the Master Association. The vote attributable to such Lot shall be exercised as the Owners among themselves determine, but in no event shall more than one (1) Class A vote be cast with respect to any Lot.
- (b) **Class B Members.** The Class B Members shall be Master Developer, Declarant and all Merchant Builders. Except as provided in the Master Declaration, each Class B Member shall be entitled to three (3) votes for each Lot it owns and is paying the Assessments levied by the Master Association. The Class B membership shall cease and shall be converted to Class A membership as outlined in Article IV §4.2 of the CC&R's.
- (c) **Class C Member.** The Class C Member shall be the Declarant, without regard to whether Declarant is the Owner of a Lot in the Community. The Class C Membership shall not be considered part of the voting power of the Master Association, and Declarant shall not be entitled to exercise any Class C vote except for the purpose of electing those members of the Board which the Class C Member is entitled to elect hereunder. The Class C Member shall be entitled to solely elect a majority of the members of the Board as outlined in the Master Declaration.

The Board may fix a record date for notice and voting in accordance with Corporations Code Section 7511 or as addressed in the Bylaws. In the absence of a specific resolution of the Board, the record date for determining the right to receive notice and to vote shall be the date that ballots are processed for mailing.

The authenticity, validity and effect of all ballots shall be determined by the Inspector(s) of Election on the night of any election. The polls for any vote of the membership shall be open from the date the Secret Ballot is mailed and shall be closed at the time that envelopes are opened, unless the Inspector determines another time for the polls to close.

24.3 **Qualifications of Candidacy on the Board:** The affairs of the Master Association shall be managed by a Board consisting of either three (3) directors or five (5) directors. Except for the first directors appointed by the Declarant, the Board shall consist only of Members who satisfy the qualification requirements set forth in the following Section, or

are an employee or agent of Declarant or a Merchant Builder so long as Declarant is entitled to annex any portion of the Annexable Property into the Community.

Subject to Civil Code §5105, all Candidates for the Board must meet the following qualifications:

- (i)** The Candidate must be an Owner or an agent of Declarant in accordance with CC&Rs Article IV §4.2(c) Declarant's Class C election power. If title to a separate interest is held by a legal entity, such entity may appoint a natural person to serve or vote on such entity's behalf by delivering evidence of an appropriate written appointment to the Association;
- (ii)** The Candidate shall not be in arrears in the payment of any Assessments levied by the Master Association for more than three (3) consecutive months since becoming a Member of the master Association or during the twelve (12) calendar months preceding the election, whichever is less.
- (iii)** The Candidate may not hold a joint ownership interest in the same separate interest as any other candidate or incumbent director;
- (iv)** The Candidate is not eligible to run if the Association is aware or becomes aware of a past criminal conviction that would, if the Candidate were elected, either prevent the Association from purchasing the fidelity bond coverage required by Civil Code §5806 or terminate the Association's existing fidelity bond coverage.
- (v)** Complied with the terms and provisions of the Master Association Documents for at least one hundred eighty (180) days immediately preceding the election, or if, after Notice and Hearing, was found to be in violation of any of the terms and provisions of the Master Association Documents, commenced correcting such violation within five (5) days of the ruling and diligently pursued the correction of such violation to completion;

24.3.1 Director Requirements: To remain qualified to serve on the Board of Directors, an Owner who has been elected to the Board of Directors must meet each and every of the requirements set forth immediately above to run as a Candidate; and incumbent candidates seeking re-election must satisfy the following requirements:

- (i)** Attended at least half of the regular Board meetings, and at least half of any special Board meetings, during the preceding twelve (12) calendar months, and did not miss more than two (2) consecutive regular or two (2) consecutive special Board meetings;
- (ii)** Complied with every duly adopted action of the Board;
- (iii)** Complied with the terms and provisions of the Master Association Documents during the preceding term of office, or if, after Notice and Hearing, was found to be in violation of any of the terms and provisions of the Master Association Documents, commenced correcting such violation

within five (5) days of the ruling and diligently pursued the correction of such violation to completion;

- (iv) Is current in the payment of all Assessments levied by the Master Association as of the date of the election, and was not in arrears in the payment of any Assessments levied by the Master Association for more than three (3) consecutive months during the preceding term of office.

24.4 **Nominations:** Nomination for election to the Board may be made from any qualified Member. Any Member may nominate themselves as a Candidate. Every qualified Member submitting a nomination by the deadline established in any candidate solicitation shall be included on the ballot and in any associated ballot materials.

24.5 **Solicitation Materials:** Every Candidate and Member shall have equal access to the Association mailings, newsletters, and website, if any access is provided, for the publication of view points reasonably related to any issue presented for membership vote.

23.5.1 **Content:** The Association shall not edit or redact any content from these messages, but may include a statement specifying that the Candidate or Member, and not the Association, is responsible for the content of any published statement.

23.5.2 **Limitation on Publication Space Made Available:** So long as each Candidate and/or Member is provided the same opportunities for publication, the Association may restrict the availability of any publication by limiting the printing space made available or the number of words that will be included from each Candidate or Member included in the publication. In the absence of more restrictive limitations adopted by the Board for any particular matter, each Candidate and/or Member should be limited to no more than 200 words for any one publication. The Board may, in its sole discretion, present a candidacy questionnaire with questions for all interested Candidates and/or Members to complete. If such a questionnaire is provided, then the Association will only print the answers to such questions and may impose a limitation upon the number of words for the response to any question presented.

24.6 **Proxies:** Every member entitled to cast a vote at a meeting of the members shall be entitled to vote either in person, or by proxy. In order to be valid, proxies must satisfy the requirements of California Civil Code Section 5130. The granting of a proxy shall not authorize the retrieval of any ballot previously cast. Ballots, once cast, are final and irrevocable.

24.7 **Availability of Meeting Space:** Access to common area meeting space shall be made equally available, at no cost, to all Candidates and/or Members desiring to use such space for any reason reasonably related to a membership vote. The Association may meet the requirements of this section by hosting a "Meet the Candidates Night", or other such special meeting, so long as every Candidate and/or Member is provided with an equal opportunity to participate in the event.

Selection of Inspector of Election: Prior to the presentation of any issue to the Members for a membership vote, the Board may appoint one (1) or three (3) Inspector(s) of Election. In the absence of a specific appointment by the Board, or in the event that an appointed Inspector is unable or unwilling to serve, then the Members in attendance

at any duly held meeting of the Members at which a quorum is present may elect an Inspector or Inspectors to serve.

Any Inspector(s) of Election must be an independent third party. An independent third party may not be a person, business entity, or subdivision of a business entity who is currently employed or under contract to the Association for any compensable services other than serving as an Inspector(s) of Election. An Inspector may not be: (1) a Director; (2) a Candidate; (3) a Director's relations; or (4) a Candidate's relations.

The Inspector(s) of Election may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the Inspector(s) of Election deem appropriate, provided that the additional persons satisfy the eligibility requirements for service as an Inspector of Election.

In the absence of a more specific determination by the Inspector(s) of Election, the Association's management company shall prepare and retain the association election materials (i.e., the candidate registration list, voter list, ballots, signed voter envelopes, and any proxies) for such period of time as is required by law.

Inspector(s) of Election shall perform all duties impartially, in good faith, to the best of their ability, as expeditiously as practical, and in a manner that protects the interest of all Members of the Association.

- 24.8 **Meeting Conduct:** Any counting of ballots shall be done at an open meeting of the membership or the Board of Directors. Any Candidate or Member may observe the count but shall stand at least five feet away from the Inspector(s) of Election. No person may harass, cajole, or otherwise interfere with the Inspector(s) of Election while the count is taking place. Persons not specifically authorized to do so may not touch any secret ballot or other election materials. All ballots will be made available for inspection by any Candidate or Member during regular business hours at the Association's management office once the meeting is concluded. Any person violating this section may be asked by the Inspector(s) of Election or the meeting chair to leave the meeting to prevent further disruption.

**SUMMIT AT ORCHARD HILLS COMMUNITY ASSOCIATION
SECTION 25
PRIVACY POLICY**

- 25.1 California statute currently allows a member of an Association to request and obtain a membership list, including members' names and addresses. **Unless you "opt out", then the Association may be required to release your personal contact information in response to such a request.**
- 25.2 **California Code of Civil Procedure Section 5220 allows a member to request to be removed from the membership list to prevent release of their private contact information to a member requesting the membership list.** In order to opt-out of the membership list, you must notify the Association **in writing**. By opting-out, you are notifying the Association that you prefer to be contacted via the alternative process described in Corporations Code Section 8330(c), which requires the association to mail information directly to a member, rather than releasing that member's private contact information.
- 25.3 If you chose to opt-out of sharing your name, property address, and mailing address under the membership list, pursuant to Civil Code Section 5220, the opt-out designation shall remain in effect until changed by you, by written notification to the Association's Managing Agent.

SUMMIT AT ORCHARD HILLS COMMUNITY ASSOCIATION
SECTION 26
MISCELLANEOUS

- 26.1 **Trash.** No rubbish, trash, garbage, yard waste or recyclable matter shall be kept or permitted upon any portion of the Community, except in sanitary containers located in appropriate areas screened and concealed from view (i.e., either stored in the garage or behind a sideyard gate). Such containers shall be exposed to the view of neighboring lots only when set out for a reasonable period of time (not to exceed twelve [12] hours before and after scheduled trash collection hours).
- 26.2 **Outdoor Fires.** Outdoor fires are expressly prohibited (including without limitation, burning trash and yard debris). Notwithstanding the foregoing, subject to prior compliance with all requirements of the City, OCFA and the Master Association Design Review Committee, outdoor fires are permitted in appropriate commercially manufactures barbecues (outdoor frills) and in exterior fire places. All outdoor fires shall use only natural gas. Wood and all other combustible materials are expressly prohibited.
- 26.3 **Windows.** No window in any Dwelling shall be covered in whole or in part, inside or outside, with aluminum foil, newspaper, paint, reflective tint or any other material reasonably deemed inappropriate for such use by the Master Association Design Review Committee; provided however, an Owner may use plain white sheets to cover windows for a period of time not to exceed six (6) months after the Close of Escrow or occupancy of the Dwelling, pending the installation of drapes, curtains, shutters or other appropriate interior window coverings.
- 26.4 **Commercial Activity.** No Dwelling shall be used in any way, directly or indirectly, for any business, commercial, mercantile, manufacturing, storage or other nonresidential purposes. Notwithstanding the above, this shall not preclude any Owner of a Lot in the Community from maintaining any business permitted by law, or from using such Dwelling as a home-office provided such home-office business activities comply with Article VIII Section 8.10 of the CC&Rs.

**THE MATERIAL CONTAINED WITHIN THIS PACKET IS NOT INTENDED TO BE
SUBSTITUTED FOR THE SERVICES OF AN ATTORNEY. THE LAW AND ITS
INTERPRETATION ARE CONSTANTLY CHANGING.**

**PLEASE CONSULT YOUR PROFESSIONAL ADVISOR REGARDING YOUR
INVOLVEMENT IN THIS ASSOCIATION.**