

**P O R T O L A H I L L S
N O R T H
C O M M U N I T Y
A S S O C I A T I O N**

The Oaks

AT PORTOLA HILLS

RULES & REGULATIONS

**PORTOLA HILLS NORTH COMMUNITY ASSOCIATION
RULES AND REGULATIONS**

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**PORTOLA HILLS NORTH COMMUNITY ASSOCIATION
A PLANNED COMMUNITY
SECTION 1
MEMBERSHIP INFORMATION**

Portola Hills North 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.

Portola Hills North 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 Association Property (commonly referred to as common area) 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 Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for The Oaks at Portola Hills (herein after referred to as CC&R’s) 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&R’s, the CC&R’s shall control.

PORTOLA HILLS NORTH COMMUNITY ASSOCIATION
SECTION 2
DELINQUENCY POLICY

2.1 Assessments, late charges, interest, collection costs, and any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied.

2.2 Regular monthly assessments are due and payable on the first day of each month. A courtesy billing statement is sent each month to the billing address on record with the Association. However, it is the owner of record's responsibility to pay each assessment in full regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified by the Board in the notice imposing such assessment.

2.3 Any payments made shall be first applied to assessments owed, and, only after the assessments owed are paid in full, shall such payments be applied to late charges, interest and collection expenses, including attorneys', trustee or small claims fees, unless the owner and that Association enter into an agreement providing for payments to be applied in a different manner.

2.4 When any regular or special assessment remains unpaid fifteen (15) days past its due date, said assessment shall be subject to a late charge not exceeding ten percent (10%) of the delinquent assessment or ten dollars (\$10.00), whichever is greater in accordance with California Civil Code 5650(b)(2), unless the declaration specifies a smaller amount.

2.5 In accordance with California Civil Code 5650(b)(3), the Board of Directors shall impose interest on all sums, including the delinquent assessment, reasonable costs of collection, and late charges, at a rate not to exceed twelve percent (12%) per annum, commencing 30 days after the assessment becomes due, unless the declaration specifies a rate of a lesser amount.

2.6 When any assessment remains unpaid forty-five (45) days past its due date, the Association, through its Management Company, shall mail a Pre-Lien Notification to the owner as required by California Civil Code 5660 by certified and first class mail, to the owner's mailing address of record advising you of the delinquent status of the account, impending collection action and the owner's right to request that the Association participate in the "meet and confer" program or in some form of internal dispute resolution process ("IDR"). The owner will be charged a fee for the pre-lien notification, which shall be charged to the delinquent member's account.

2.7 Within fifteen (15) days from the date of the postmark of the Pre-Lien Notification, a delinquent owner may submit a written request to the Association to meet with the Board to discuss a payment plan for the amount set forth in the Pre-Lien Notification letter. The Board shall meet with the delinquent homeowner in executive session within forty-five (45) days of the date of the postmark of the written request, unless there is no regularly scheduled board meeting within that period. Each request is handled on a case-by-case basis. The Board is under no obligation to grant payment plan requests. Payment plans shall not interfere with the Association's ability to record a lien on an owner's separate interest to secure payment for the owner's delinquent assessments. If the Board authorized a payment plan, it may incorporate payment of ongoing assessments that accrue during the payment plan period. If a payment plan is approved, additional late fees for the homeowner will not accrue while the owner remains

current under the terms of the payment plan. If the owner breaches an approved payment plan, the Association may resume its collection action from the time the payment plan was approved.

2.8 If an owner fails to pay the amounts set forth in the Pre-Lien notification and fails to request IDR within thirty (30) days of the date of the Pre-Lien notification, the Board shall decide, by majority vote in an open meeting, whether to record a Notice of Delinquent Assessment (Lien) for the amount of any delinquent assessments, late charges, interest and/or costs of collection. This lien shall be recorded in the office of the County Recorder and mailed to the delinquent member. A fee for the lien processing work and a fee for the preparation and mailing said Notice of Delinquent Assessment by the Agent, Trustee or Attorney employed by the Association, shall be charged to the delinquent member's account. The lien may be enforced in any manner permitted by law, including without limitation, a small claims judgment, judicial or non-judicial foreclosure.

2.9 The decision to foreclose on a lien must be made by a majority of the Board of Directors in an Executive Session meeting and the Board of Directors must record their votes in the minutes of the next open meeting of the Board. The Board must maintain the confidentiality of the delinquent owner(s) by identifying the matter in the minutes by only the parcel number of the owner's property. Prior to initiating any foreclosure sale on a recorded lien, the Association shall offer delinquent homeowners the option of participating in IDR or Alternative Dispute Resolution ("ADR")

2.10 After thirty (30) days from recording the Notice of Delinquent Assessment, the Association may turn the members account over to the Association's Attorney or Trustee to enforce the lien by proceeding with judicial or non-judicial foreclosure sale when either (a) the delinquent assessment amount totals One Thousand, Eight Hundred Dollars (\$1,800.00) or more, excluding accelerated assessments and specified late charges and fees or (b) the assessments are delinquent for more that twelve (12) months. However, upon review of the Association Member's delinquent account, the Board may decide to take small claims court action. The Association is authorized under California law to charge the owner reasonable costs of collection for any action utilized.

2.11 "IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION"

2.12 An owner is entitled to inspect the Association's accounting books and records to verify the amounts owed on their account pursuant to California Civil Code 5205. If it is determined that the owner has paid the assessments on time, the owner will not be liable to pay the charges, interest, and costs of collection associated with collection of those assessments.

2.13 Owners have the right to provide a secondary address for mailing for purposes of collection to the Association. An owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request.

2.14 Prior to recordation of the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and costs of collection, including attorneys' fees, must be paid in full to the Association. The mailing address for overnight payments of assessments is 16775 Von Karman, Irvine, CA 92606 unless the account has been turned over to the

association's trustee or attorney, then the homeowner would need to call said party for the full amount owed and their correct mailing address.

2.15 The foregoing policies and practices shall remain in full force and effect until such time as they may be changed, modified, or amended in their entirety, by a duly adopted Resolution of the Board of Directors of Portola Hills North Community Association. This policy is subject to change upon thirty (30) day written notice.

**PORTOLA HILLS NORTH 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 Owner 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.

- 3.3 Any fines for storm drain violations 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 "Reimbursement Assessment".
- 3.4 Any assessment related to storm drain violations and collection thereof will be subject to the Delinquency Policy of the Association.

**PORTOLA HILLS NORTH COMMUNITY ASSOCIATION
SECTION 4
TENANT RULES AND REGULATIONS**

- 4.1 The Owner shall have the responsibility to acquaint their tenants and guests with the CC&R's and Rules and Regulations of the Association.
- 4.2 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.
- 4.3 The rental of any guest or caretaker units (except to family members of the Owner of the respective Lot upon which such unit is located) is expressly prohibited.
- 4.4 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, Owner shall not be entitled to the use and enjoyment of any recreational facilities located on Association Property during the term of such delegation/lease.

**PORTOLA HILLS NORTH COMMUNITY ASSOCIATION SECTION 5
*PARKING RULES***

- 5.1 Article VIII, Section 13 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 13 of the CC&Rs.
- 5.2 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.
- 5.3 Vehicle parking in the Common Area longer than 72 hours will be considered stored and may be towed at the Owner's expense.
- 5.4 Stored Vehicles as defined by California Vehicle Code shall be towed at the Owner's expense.
- 5.5 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 Declarant.
- 5.6 All California, local vehicle, City of Lake Forest and Orange County Fire codes, and posted speed limits will be enforced.
- 5.7 All vehicles parked on the streets must be parked in the direction of the flow of traffic.

- 5.8 Vehicles shall not extend into a sidewalk or impede access over any common area.
- 5.9 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.
- 5.10 No trailer, motor home, recreational vehicle, commercial vehicle, boat, camper, U-Haul type vehicle or truck larger than one (1) ton may be parked within the Association (except for temporary parking of any such vehicle) for a period not to exceed eight (8) consecutive hours for loading and/or unloading purposes.
- 5.11 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.
- 5.12 Vehicles parked in a marked fire lane, within 15 feet of a fire hydrant, in a cul-de-sac, 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 tow, at Owner's expense, without notice.
- 5.13 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 Common Area facilities.
- 5.14 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.
- 5.15 Contractors shall not leave vehicles or equipment on streets overnight.
- 5.16 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.
- 5.17 The Association may tow any vehicle which violates these Rules and Regulations, including, but not limited to, any vehicle parked in a "no parking lane" or other area designated or posted "no parking."
- 5.18 The Board may levy a fine for each individual parking or traffic violation, in accordance with the Association's enforcement and fine policy.

PORTOLA HILLS NORTH COMMUNITY ASSOCIATION
SECTION 6
PET RULES

- 6.1 Problems associated with animals, including noise disturbances and defecation should be directed to Animal Control at (949) 724-7740.
- 6.2 No animals, including dogs, cats, birds and other domesticated animals, are permitted in any pool area or common facilities at any time.
- 6.3 All owners must obey the City of Lake Forest'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.
- 6.4 Lake Forest Municipal Code 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.
- 6.5 These rules are in addition to the animal restrictions in Article VIII, Section 6 of the CC&Rs.

PORTOLA HILLS NORTH COMMUNITY ASSOCIATION
SECTION 7.1
PEST CONTROL RULE

- 7.1.1 In accordance with Article X, Section 4 of the CC&Rs, each Owner shall be responsible for determining, establishing, implementing and carrying out preventative measures and, if permitted by law, eradication measures necessary to address pest and animal infestations. This includes, but is not limited to, termites, ants, and other insects, swallows, crows, and other birds, gophers, rats and other rodents.

PORTOLA HILLS NORTH COMMUNITY ASSOCIATION
SECTION 7.2
SIGNAGE RULES

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7.1 General

7.2 For Sale Signs

7.3 Open House Signs

- 7.2.1 No sign or billboard of any kind shall be displayed to the public view on any portion of the Portola Hills North Community Association Property except for signs used by Declarant in connection with the development of the community and sale or lease of Lots.
- 7.2.2 In accordance with Section 712, 713 and 4705 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.
- 7.2.3 All signs shall comply with the City of Lake Forest Municipal Codes regarding signs and any other applicable governmental ordinances.
- 7.2.4 Signs erected in common areas not complying with the rules will be removed by a representative of the Association.
- 7.2.5 All Owners shall comply with the following Portola Hills North Community Association's "For Sale" and "Open House" Sign Regulations as well as the requirements of Article VIII, Section 5 of the Declaration.

PORTOLA HILLS NORTH COMMUNITY ASSOCIATION
SECTION 7.3
“FOR SALE” SIGN REGULATION

Article VIII Section 5 of the Master Declaration and the City of Lake Forest regulates all signs in Portola Hills North 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.

7.3.1 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.

7.3.2 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) Pole Color: Pratt & Lambert 33-18 “Wendigo”

7.3.3 The sign must be professionally prepared on weather-resistant material.

7.3.4 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 such vendor(s) that may be designated in the future.

7.3.5 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.

7.3.6 Signs are not permitted on Portola Hills North Community 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.

7.3.7 Developer is exempt from these restrictions during the entire sales phase.

7.3.8 Property owners who fail to comply with this policy will be subject to enforcement in accordance with the Enforcement Policy.

PORTOLA HILLS NORTH COMMUNITY ASSOCIATION
SECTION 7.4
"OPEN HOUSE" SIGNAGE ON COMMON AREAS

Article VIII Section 5 of the Master Declaration and the City of Lake Forest regulate all signs in Portola Hills North 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.

- 7.4.1 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.
- 7.4.2 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) Pole Color: Pratt & Lambert 33-18 "Wendigo"
- 7.4.3 The Owner of the sign shall identify the sign as his/hers with their initials in an area no larger than 2" x 3".
- 7.4.4 A maximum of one sign (in total) per change of direction may be placed at street intersections. At a four-way intersection there are four corners where only four signs may be placed.
- 7.4.5 Signs may not remain on common areas overnight.
- 7.4.6 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.
- 7.4.7 "Open House" signage may be posted on Saturdays and Sundays only and at a frequency of two weekends per month maximum.
- 7.4.8 The Owner of the property for sale is solely responsible for adherence to these and all other Portola Hills North Community Association Rules and policies.
- 7.4.9 Property owners who fail to comply with this policy will be subject to enforcement in accordance with the Violation Enforcement Policy.

**PORTOLA HILLS NORTH COMMUNITY ASSOCIATION
SECTION 8
CONTRACTOR GUIDELINES**

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

- 8.1 Contractor shall abide by all traffic safety rules and signs, posted and otherwise. The Association is a family community – watch for children playing.
- 8.2 Vehicles and other equipment must be parked in such a manner so as not to block traffic or access to fire hydrants, driveways, streets or mailboxes.
- 8.3 Contractors shall not leave vehicles, equipment, trash, construction debris or material on streets overnight.
- 8.4 Contractors shall adhere to all Local Ordinances in the performance of work.
- 8.5 Portable toilets are not allowed unless approved by the Board of Directors in writing.
- 8.6 Dumpsters shall be maintained in a neat and sanitary manner on the 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 condominium communities, on shared driveways, streets, or on association maintained property.
- 8.7 Community landscaped areas and sidewalks shall be protected during construction. The Association will repair any damage to the common area caused by any construction activity and will either back-charge the lot owner or will deduct the cost thereof from the construction/clean up deposit. 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.
- 8.8 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.
- 8.9 No construction equipment, materials, debris or trash shall be allowed to accumulate or be stored on the properties.
- 8.10 Contractors shall not bring or use alcohol or recreational drugs on site.
- 8.11 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.

- 8.12 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.
- 8.13 All construction activity must comply with local governmental codes/permits as well as plans approved by the Association's Architectural Committee.
- 8.14 At the end of the work day, the streets must be left broom clean. All debris (i.e. paper, bottles, cans and litter) must be removed from the job site on a daily basis. Street washing is strictly prohibited.
- 8.15 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.
- 8.16 Contractors must perform work in accordance with Best Management Practices and 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).
- 8.17 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.

PORTOLA HILLS NORTH COMMUNITY ASSOCIATION
SECTION 9
PARK RULES

- 9.1 Park hours are as posted.
- 9.2 Children under 12 should be supervised by parents/guardians/persons over 18 at all times.
- 9.3 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.
- 9.4 The Park area is for the use of Association members and their guests. Guests must be accompanied by a Member at all times. Member is responsible for the conduct of their guests.
- 9.5 The Park may not be used for commercial purposes other than those endorsed by the Association.
- 9.6 Management reserves the right to close any of the facilities at any time in order to repair, clean and maintain premises.
- 9.7 Public broadcasting (i.e. deejays), skate boarding, roller blading, and motorized equipment (i.e. scooters) are prohibited at all times.
- 9.8 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.
- 9.9 Waterslides or temporary pools are not permitted.
- 9.10 Smoking is not allowed at any of the parks within the community.

**PORTOLA HILLS NORTH COMMUNITY ASSOCIATION
SECTION 10
PROCEDURES FOR GATE ACCESS**

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

- 10.1 Residents living in the Portola Hills North Community Association 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) should be outlined on this form. The information is not to be filled out by anyone other than the Property Owner.
- 10.2 Contact management to obtain transponders.
- 10.3 It is absolutely prohibited for an Owner to allow use of a transponder to any individual who is not a resident.
- 10.4 Access through the gates of Portola South Community Association to utilize the Shared Community Facility is only allowed during the hours of operation.

Transponders:

- 10.5 Two (2) 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 Portola Hills North Community Association upon submittal of the completed Transponder Request Form, and payment of the applicable fee.
- 10.6 Transponders will be issued to all tenants of property owners of lots located within the Portola Hills North Community Association upon submittal of the completed Transponder Request Form signed by the owner and tenant, and a copy of a signed lease.

**PORTOLA HILLS NORTH COMMUNITY ASSOCIATION
SECTION 11
REAL ESTATE EVENTS / ENTRY APPROVAL**

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

11.1 Agent/Broker Entry Access

11.1.1 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.

11.1.2 Agents are not permitted to solicit Portola Hills North 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.

11.1.3 The Homeowner must authorize the entry of a real estate agent.

11.1.4 In the event a potential buyer arrives at the gate they will need to call the Homeowner through the Telephone Entry System to authorize entry.

11.1.5 If the Agent would like to tour a potential buyer through the Shared Common Facility, the Homeowner must coordinate during the hours of operation.

11.2 Open House Events

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

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

11.2.4 All open house visitors must call through the Telephone Entry System to be authorized entry.

11.2.5 All signs must conform to all rules of the Association and the City of Lake Forest. 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.

11.2.6 No flags or balloons are permitted.

**PORTOLA HILLS NORTH COMMUNITY ASSOCIATION
SECTION 12
NEIGHBOR TO NEIGHBOR DISPUTE POLICY**

- 12.1 The Association will not become involved in neighbor to neighbor disputes unless the issue involves Association common area.

**PORTOLA HILLS NORTH COMMUNITY ASSOCIATION
SECTION 13
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.

13.1 (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.

13.2 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.

13.3 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.

13.4 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.

**PORTOLA HILLS NORTH COMMUNITY ASSOCIATION
SECTION 14
ENFORCEMENT POLICY**

Discovery of Violation

- 14.1 Any violation that is an alleged violation of the Association's governing documents, Portola Hills North Community Association Rules and Regulations or the Shared Use Facility Rules and Regulations will be processed according to the procedure outlined herein.
- 14.2 In the event the Board of Directors 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 Portola Hills North 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 the voting rights attributable to the Owner's Lot; (d) temporarily suspend rights to use of the Shared Common Area Facility recreational amenities; (e) enter upon a Lot to monitor and enforce compliance; (f) record a notice of noncompliance; or (g) a combination thereof.
 - 4) If the decision is to pursue a monetary fine system, the Association's Fine Schedule will apply.
- 14.3 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.

**PORTOLA HILLS NORTH COMMUNITY ASSOCIATION
SECTION 15
FINE SCHEDULE**

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

- a) For violations of time frames for completion of landscaping and landscape installation compliance, the homeowner may be assessed a \$200.00 fine following the first hearing, an \$400 fine following the second hearing, and a \$800 fine following every hearing thereafter. Violations for commencing construction without obtaining DRC approval, the homeowner may be assessed a \$1,000.00 fine following the first hearing and each hearing thereafter.
- b) For all other violations, other than damage to common area, a fine of \$200.00 following the first hearing, \$400 following the second hearing, and \$800 following every hearing thereafter may be levied.
- c) For tree topping and any other intentional damage to common area, a fine of \$2,500.00 will be applied.

15.2 Any fines not paid may result in legal action in accordance with California law.

15.3 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 Portola Hills North Community Association.

NOTE: Should a violation occur which imposes a financial obligation on the Association, the party responsible for said violation shall reimburse, by way of a Special 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.

**PORTOLA HILLS NORTH COMMUNITY ASSOCIATION
SECTION 16
ELECTION RULES**

- 16.1 **Application of Rules:** These rules shall apply to any meeting of the membership or solicitation of membership approval by a ballot vote.
- 16.2 **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 the Declarant. Upon the conversion of the Class B Membership as provided below, Declarant shall also become a Class A Member as to those Lots for which they own and are paying Assessments levied by the 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 or condominium.
 - (b) **Class B Members.** The Class B Members shall be the Declarant. Except as provided in the 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 Association. The Class B membership shall cease and shall be converted to Class A membership as outlined in the CC&R's.

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 mailed.

Following Notice and Hearing in compliance with Corporations Code section 7341, the Association's Board of Directors may terminate or suspend any Owner's right to vote as a penalty for violation of the Association's governing documents.

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.

- 16.3 **Qualifications of Candidacy on the Board:** Except for the first Directors appointed by the Declarant, the Board shall consist only of Members who are in compliance with the CC&R's for the three months immediately preceding the date of the election, must be current in the payment of all Assessments for the three months immediately preceding the date of the election, not be related by blood or marriage or reside in the same household as any other Board member, complied with all requirements of prospective members of Boards of Directors of homeowner associations under applicable statutes, or an agent of Declarant so long as Declarant is entitled to annex any portion of the Annexable Property into the Community.

Incumbents must not be absent from more than three (3) consecutive regularly scheduled meetings of the Board, attend at least 75% of the Board Meetings, must comply with every duly approved action of the Board, must not be more than three (3) months in arrears in the payment of assessments, and the owner must refuse any type of gain, such as money, services, products, gifts or gratuities of a significant value. Please refer to Article V, Section 1 of the Bylaws for complete information concerning the qualification of new and incumbent candidates.

- 16.4 **Nominations:** Nominations may be made from among Members and may also be made from among non-Members as long as Declarant is entitled to annex any portion of the Annexable Property into the Community. Thereafter, nominations shall only be made from among Members.

Self-nominations may be made by completing and returning candidacy statements sent out by management on behalf of the association prior to the annual election and must be returned by the date specified in order to be sent with the balloting materials.

- 16.5 **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.

18.5.1 **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.

18.5.2 **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.

- 16.6 **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.

- 16.7 **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.

- 16.8 **Selection of Inspectors of Election:** Prior to the presentation of any issue to the members for a membership vote, the Association shall appoint three (3) Inspectors of Election. The Inspector appointed by the Board may be any person or entity other than: (1) a Director; (2) a Candidate; (3) a Director's relations; or (4) a Candidate's relations. The appointed Inspectors of Election must be an independent third party and may include, but not be limited to, a Member of the Association or any person or entity employed by and receiving compensation from the Association. The Inspectors of Election may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the Inspectors of Election deems appropriate, provided that the persons satisfy the eligibility requirements for service as an Inspectors of Election.
- 16.9 **Meeting Conduct:** Any inspection 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). Candidates and/or Members may not harass, cajole or otherwise interfere with the Inspector(s) of Elections while the count is taking place. Members or 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 of Elections to leave the meeting to prevent further disruption.

**PORTOLA HILLS NORTH COMMUNITY ASSOCIATION
SECTION 17
PRIVACY POLICY**

- 17.1 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.**
- 17.2 **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.
- 17.3 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.

**PORTOLA HILLS NORTH COMMUNITY ASSOCIATION
SECTION 18
USE OF IRONRIDGE RECREATIONAL FACILITIES**

18.1 General Rules:

18.1.1 The Oaks residents are permitted to use and enjoy the Recreational Facilities at IronRidge at Portola Hills Community Association ("IronRidge"), subject to Section 18 of these Rules and Regulations, and subject to the rules and regulation adopted by IronRidge, which may be amended from time to time. The right of usage for the facilities is for one residence only, therefore, should an owner choose to lease or rent his/her residence, said owner will assign his rights to use the IronRidge facility to his renter or lessee. IronRidge may suspend use privileges, including, but not limited to, deactivating transponders and/or key fobs, for violations of these Section 18 rules.

18.1.2 The maximum number of guests permitted per household at any time at an IronRidge facility is six (6). Guests may make use of an IronRidge facility only when accompanied by the resident host. A guest not accompanied by a resident host is a violation of these rules and any unaccompanied guest(s) may be requested to leave the premises.

18.1.3 Smoking of any kind, including, but not limited to, cigarettes, cigars, pipes, e-cigarettes, vapor pens, vapor pipes, and hookahs, is prohibited at the IronRidge facilities.

18.1.4 Abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other members, residents, guests, occupants, invitees, board members, management, or vendors is prohibited. Communications, either in writing or verbally, shall be courteous, civil and respectful. Inappropriate conduct in the facilities or improper use of the facilities and the equipment therein may result in immediate removal from the facilities. Inappropriate conduct includes, but is not limited to use of profanity, loud voices, loud music, loud phone conversations, "horseplay", harassment, intimidation, or violations of the IronRidge governing documents, including, but not limited to, the IronRidge Rules and Regulations and these Rules and Regulations.

18.1.5 Skateboards, bicycles, tricycles, motorcycles and any other form of wheeled toy or vehicle are prohibited on any of the landscaped areas or on private property of other IronRidge owners.

18.1.6 Painting, marking, drawing on or otherwise defacing IronRidge at Portola Hills Community Association property is prohibited.

18.1.7 Littering in the IronRidge at Portola Hills Community Association property is not permitted.

18.2 Pool and Spa Rules:

18.2.1 The pool/spa hours will be from 6:30 a.m. to 10:00 p.m., or as otherwise posted. (May be subject to change upon seasons and by the IronRidge Board of Directors)

18.2.2 All users must shower prior to entering the water. Showers are only for persons using the facilities and not for individual personal hygiene not related to use of the facility. Use of shampoo, conditioner, soap or other similar products is prohibited.

18.2.3 No person having skin lesions, sores, inflamed eyes, mouth, nose or ear discharges or who is a carrier of any disease communicable through water shall use community pool, spa, wader or like amenity.

18.2.4 Depositing of any foreign matter is prohibited.

18.2.5 Glass items of any kind are expressly prohibited from the pool areas.

18.2.6 Gates must be kept closed at all times.

18.2.7 It is recommended that children under age eight (8) be accompanied by an adult in the water with them at all times. It is recommended that children under the age of fourteen (14) be accompanied by a parent/guardian or responsible adult at the pool facility.

18.2.8 Children not trained to use the restroom/bathroom must wear waterproof rubber pants with diapers at all times when in the water.

18.2.9 There is no lifeguard on duty at any time.

18.2.10 Normal swimming attire is required; no cut-offs or clothing other than normal swimming attire is allowed to be worn while in the pool/spa/wader.

18.2.11 Equipment areas are off limits at all times (other than to authorized personnel.)

18.2.12 No pets are permitted within any of the pool/spa/wader areas.

18.2.13 Fins, hard balls or floatation devices are not permitted in any pool/spa/wader.

18.2.14 IronRidge Master Association furniture and other property must not be removed from pool areas.

18.2.15 In accordance with CA Building Code, unsupervised use of the spa by children under fourteen (14) years of age is prohibited.

18.2.16 Amplified music is prohibited.

18.3 Recreation Facilities General Guidelines:

18.3.1 The IronRidge Recreation Facilities are for the use of members and residents of IronRidge at Portola Hills Community Association and The Portola Hills North Community Association who are current in the payment of association dues. The use of such facilities may be restricted by the IronRidge Board of Directors for violation of the Association Governing Documents, delinquent assessments or deliberate abuse of the facilities or Association property.

18.3.2 Members in good membership standing may use the facilities during normal operational hours, except when designated facilities are being rented/reserved for private parties, or are posted "closed".

18.3.3 Hours of operation and specific regulations affecting specific facilities will be posted and will form an integral part of these guidelines.

18.3.4 Community events have priority over regular activities.

18.3.5 Each member is responsible for his/her own conduct and that of all members of his/her family, as well as any of his/her guests, tenants, invitees and/or agents at all times within the facilities of IronRidge at Portola Hills Community Association. A member's use privileges may be suspended if any member or resident is found to be in violation of the governing documents.

18.3.6 Individuals, or groups, that engage in hazardous/destructive or potentially hazardous/destructive activities, and individuals who, in the opinion of staff or a member of the Board, are incapable of reasonable control of their actions (due to alcoholic beverages, etc.), will be required to leave the facility area immediately.

18.3.7 All injuries and/or accidents involving facilities/amenities must be reported to IronRidge through the management company. An injury and/or damage report must be completed and filed with IronRidge at Portola Hills Community Association within forty-eight (48) hours of incident.

18.3.8 The legal owner will be responsible for any family member, guests, invitees and/or agents who damage any Association equipment and/or facilities and will be liable for all repair or replacement costs. Ironridge at Portola Hills Community Association will not be held responsible for any accident or injury in connection with the use of any facility of common area by members, their family, guests, invitees, tenants and/or agents.

18.3.9 Health regulations will be strictly enforced at all times.

18.3.10 Littering is prohibited at any facility. Proper trash containers must be used at all times.

18.3.11 Key Fobs must be in the user's possession at all times while using IronRidge at Portola Hills Community Association recreation facilities.

18.3.12 Glassware of any type is not permitted at any facility. This includes drinking glasses, bowls, beer/soda bottles, pitchers, etc.

18.3.13 Any damage or vandalism should be reported immediately to the Board of Directors through the management company. Any person witnessing damage or vandalism should attempt to inform IronRidge at Portola Hills Community Association immediately and, if safely possible, obtain the violating person's name.

18.3.14 Users are responsible for closing any facility gates when entering or leaving any gated facility. Any gates or doors left opened at facilities are strictly prohibited.

18.3.15 Management has the authority to close down any facility for maintenance/cleaning purposes or to preserve the amenities.

18.3.16 Facilities may not be used for commercial purposes. Products may not be sold in any recreational facility for the profit of any individual or commercial enterprise.

18.4 Ridge Club Reservations Guidelines

18.4.1 Reservations are limited to The Ridge Club ("facility"). Reservations are restricted to members or tenants ("Resident Host") of IronRidge or The Oaks for personal and private

parties. Use of the facility by outside organizations, unless sponsored and attended by the Resident Host, is not permitted. The Resident Host must be present at all times during the period the facility is in use under such reservation.

18.4.2 In accordance with law in 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 a function held in the facilities, no minors are to be present without parental permission, and member must hire, at no cost to Ironridge at Portola Hills Community Association, the Association's professional patrol service for the duration of said function. In addition, proof of insurance must be supplied to the Association naming IronRidge at Portola Hills Community Association and the management company as additionally insured (event insurance is acceptable).

18.4.3 The reserved function shall conclude by 10:00 p.m., including clean-up time.

18.4.4 Only single reservations permitted per day (i.e. one reservation per day).

18.4.5 The Resident Host shall arrange and be present for all pick-ups and deliveries (if any) to be made the day of the event.

18.4.6 The Resident Host shall be completely responsible for his/her own set up and clean up. All trash cans and trash must be double lined. All countertops and alike must be wiped down and left in the condition is was rented. Should any damage occur to the facility, including failure to adequately clean up, IronRidge shall have the right to withhold some or all of a deposit to cover any damage to the facility that results from the reservation and/or use of the facility and assess the responsible Member or Resident Host amounts exceeding the deposit.

18.4.7 The Resident Host hereby warrants that there will be no charge to his/her guests for admission, food, beverages or entertainment on the premises.

18.4.8 Management reserves the right to close any of the facilities at any time in order to repair, clean and maintain the amenities. IronRidge shall not be responsible for a Resident Host's loss of use, even if reserved, due to a facility closure.

18.4.9 Reservations must be made no more than six (6) months and no less than two (2) business days prior to the reserved date. Notwithstanding the foregoing, any event/private party or function consisting of ten (10) or more people must receive authorization from the management company at least ten (10) business days prior to use.

18.4.10 Reservation of the facility does not include pool/spa facilities. These facilities may still be used by other members and guests during the reserved period.

18.4.11 Facilities cannot be reserved on holidays; however, they can be reserved for the day prior to or after the holiday, except as noted below. Holidays include:

New Year's Day	Easter Day
Independence Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day
Day after Christmas	New Year's Eve

18.4.12 Application for reservation of the facility must be made by the Resident Host through the management company. A reservation application form and agreement for facility usage, along with fees and deposits, are required in order to reserve the facility. Forms and Fee Schedules are on file with the Oaks' management. IronRidge, solely, has approval authority.

18.4.13 The Resident Host reserving the facility will be required to supply a copy of an insurance binder naming IronRidge at Portola Hills Community Association as additionally insured.

18.4.14 Use of the facility for a reserved event may be further restricted pursuant to the reservation application form and agreement.

18.4.15 Member and Resident Host agree to indemnify and defend IronRidge and/or its agents from any and all claims, damages or liability in connection with use or reservation of the facilities.

18.5 Transponder And Key Fob

18.5.1 Transponder/Remotes:

Transponders or remotes will be issued to an Owner upon submittal of the completed Transponder Request Form. Payment of fee, noted on the Fee Schedule on file with management, may be required.

18.5.2 Key Fob:

Key Fobs will be issued to the Owner upon submittal of the completed Homeowner Key Fob Information Form, on file with management. Payment of fee, noted on the Fee Schedule on file with management, may be required. Additional or lost Key Fobs will require a non-refundable fee prior to issuance, as noted on the Fee Schedule on file with management. Note: Key Fobs will not be issued to guests or family members who do not reside in The Oaks. A maximum of two (2) key fobs will be issued per residence.

18.5.3 Tenants Of Property Owners:

Tenants must submit a copy of their signed lease agreement, 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.

18.6 Parking within IronRidge

18.6.1 Vehicle Codes will be strictly enforced.

18.6.2 Authorized Vehicles:

- a. Standard passenger vehicles, including automobiles, passenger vans designed to accommodate ten (10) or fewer people.
- b. Motorcycles

- c. Pickup trucks having a manufacturer's rating or payload capacity of one (1) ton or less.
- d. Vehicles which are the principal source of transportation for an Owner.

18.6.3 Authorized vehicles may be parked in any portion of the community intended for **IronRidge facilities parking** of motorized vehicles subject to the CC&Rs.

18.6.4 An Authorized Vehicle shall not be parked in a manner which IronRidge determines either restricts the passage of pedestrians or vehicles over streets, driveways, or sidewalks in the IronRidge community.

18.6.5 An Authorized Vehicle shall not be parked in a manner which extends beyond the limits of the space where the Authorized Vehicle is parked.

18.6.6 Prohibited Vehicles:

- a. Recreational Vehicles (motorhomes, travel trailers, camper vans and boats)
- b. Commercial-type vehicles (stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines)
- c. Buses or vans designed to accommodate more than ten (10) people
- d. Vehicles having more than two (2) axles
- e. Trailers
- f. Inoperable vehicles or parts of vehicles
- g. Aircraft
- h. Boats
- i. Any vehicle or vehicular equipment deemed a nuisance by the board
- j. Any other vehicles, or similar vehicles, not classified as an Authorized Vehicle

If a vehicle qualifies as both an Authorized Vehicle and a Prohibited Vehicle, then the vehicle is presumed to be a Prohibited Vehicle, (unless the IronRidge Board has expressly classified it as an Authorized Vehicle in writing).

18.6.7 Guest Parking:

Guest parking spaces are for temporary use, not to exceed, in the aggregate, seventy-two (72) hours in one (1) week, by invitees of IronRidge members or residents only. Residents of The Oaks are not permitted to park in guest parking spaces and must utilize parking designated for facilities parking.

18.7 Pets within IronRidge Property:

18.7.1 Dogs or cats are not allowed to be unattended on the IronRidge property. All animals must be kept in an enclosure or on a leash held by a person capable of controlling the animal.

18.7.2 Local County municipal ordinances regarding leash laws will be strictly enforced.

18.7.3 Each pet owner shall immediately remove excrement or clean other unsanitary conditions caused by such owner's animals on any portion of the IronRidge property.

18.7.4 Excessive dog barking or other animal noise(s) will be deemed a nuisance.

18.7.5 Each pet owner will be held responsible for any damage to the IronRidge property due to his/her pet(s), and those of any invitee of the Owner. In addition, each pet owner will be responsible for any damage to the property of another due to his/her pet(s), either by financial reimbursement or corrective action to be determined by the Board of Directors.

18.7.6 IronRidge shall have the right to prohibit any animal which constitutes a nuisance.

18.7.7 Any Person shall be liable to each and every other Person and such Person's family, guests, tenants and invitees for any unreasonable noise or damage to person or property caused by animals brought or kept on the property by such Person.

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.