

EXHIBIT "A"

**THE RIDGE AT CAL OAKS
CONDOMINIUM ASSOCIATION
COMMUNITY
HANDBOOK**

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INTRODUCTION

Welcome to The Ridge at Cal Oaks!

The Ridge at Cal Oaks is a condominium community containing residential condominiums. Because attached living relies on the mutual cooperation of all to be successful, The Ridge at Cal Oaks Condominium Association ("Association") created this Community Handbook. Inside you'll find practical rules, regulations and guidelines that are intended to help foster a harmonious, enjoyable and safe environment for all The Ridge at Cal Oaks residents.

This Community Handbook details basic guidelines that, if observed, ensure that the structures and grounds of The Ridge at Cal Oaks remain in good condition and that neighbors treat each other with respect and consideration.

Bear in mind that the rules and guidelines established in this Community Handbook are always subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Ridge at Cal Oaks ("Declaration"), and the Association's Articles of Incorporation and Bylaws (collectively, the "Governing Documents"). The Board of Directors of The Ridge at Cal Oaks has the power to revise the rules, regulations, guidelines, policies and procedures set forth in this Community Handbook from time to time. If you would like to contribute suggestions for this Community Handbook, please submit them to the Management Company for consideration by the Board.

Please read this Community Handbook carefully, and be sure your family, guests and tenants fully understand and follow the rules, regulations and guidelines set forth below. If you have questions, please contact the Management Company:

The Ridge at Cal Oaks Condominium Association
 c/o Keystone Pacific Property Management
 16845 Von Karman Avenue, Suite 200
 Irvine, CA 92606
 Phone: 949-833-2600
www.keystonepacific.com

If you want to make any modifications to the interior of your Residential Unit or any Exclusive Use Easement Area, a request must be submitted to the Association in writing for approval by the Architectural Committee, if there is one, otherwise by the Board of Directors. The procedures and guidelines for such modifications are located in the Architectural Guidelines section of this Community Handbook.

As you read through this Community Handbook, you will encounter defined terms, identifiable by their initial capital letters. Except as the context otherwise requires, these defined terms have the same meaning as set forth in the Declaration.

THE RIDGE AT CAL OAKS CONDOMINIUM ASSOCIATION

The purpose of the Association is to operate, manage and maintain The Ridge at Cal Oaks for the benefit of the Owners.

The Board governs the Association, and meets regularly to make decisions pertaining to those matters for which the Association is responsible. Homeowners will be notified of the date, time and location of all meetings of the Members and the Board. If you are interested in becoming involved in the Association, please contact the Management Company.

Residents of The Ridge at Cal Oaks are encouraged to work together to build a harmonious community. If any disputes between individual Owners should arise, the parties are encouraged to try to resolve them on their own.

To report problems related to the Community, please contact the Management Company.

COMMUNICATION

As an attached living community, The Ridge at Cal Oaks is a unique environment that calls for mutual cooperation, common sense and consideration of neighbors. To facilitate harmony within the Community, all residents and their guests must comply with the rules and guidelines set forth in this Community Handbook and the Governing Documents. If you believe that a rule or restriction is unfair, you may try to change it by serving on the Board, participating in a committee, etc.

The Ridge at Cal Oaks Condominium Association welcomes communication from its members. Please feel free to call or write to the Management Company, the Association's liaison, to discuss any questions or issues.

MAINTENANCE AND INSPECTION OBLIGATIONS

The Ridge at Cal Oaks Condominium Association has maintenance and inspection obligations. Owners should consult their Owner Maintenance Manual, applicable warranties and other manufacturers' maintenance schedules and recommendations for specific maintenance requirements. As set forth in the Declaration, a portion of the Owners' maintenance and inspection obligations require Owners to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Residential Units.

Similarly, specific maintenance and inspection requirements for the Association are set forth in the Association Maintenance Manual, applicable warranties and other manufacturers' maintenance schedules and recommendations. The Association is also required to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Association Property.

SEVERABILITY

If any of the provisions of this Community Handbook is held to be invalid, the remainder of the provisions shall remain in full force and effect.

**THE RIDGE AT CAL OAKS
CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS**

RULES AND REGULATIONS

INTRODUCTION

The Rules and Regulations established for The Ridge at Cal Oaks Condominium Association are intended to foster an environment of neighborliness, consideration and cooperation. These Rules and Regulations constitute Association Rules contemplated by the Declaration. All Owners, residents and their guests are required to follow these Rules and Regulations as a means of acting on behalf of the greater good of the Community and its well being. The Board has adopted these Rules and Regulations, set forth below, in addition to the provisions of the Declaration and the Bylaws. In the event of any conflict between these Rules and Regulations and the Declaration or Bylaws, the provisions of the Declaration or Bylaws (whichever applies) shall prevail.

As a point of clarification, all references below to Association Property include, but are not limited to, private streets, recreation facilities, landscaping and all portions of the buildings, except the Residential Units.

ENFORCEMENT OF GOVERNING DOCUMENTS

If there is a violation of the Association's Governing Documents, including these Rules and Regulations or Architectural Guidelines, then a member may submit a Rules and Violation Report to the Management Company, describing the violation at hand, the Residential Unit number of the violator, and all other pertinent information, including their own information. If you would like to report a violation, please contact the Management Company for a Rules and Violation Report Form. No member complaint can be acted upon unless there is supporting documentation, i.e., a written complaint.

VIOLATION AND FINE PROCEDURE

The Board shall direct a notice to the Owner advising of the nature of the violation and the time limit to rectify the violation.

Failure to comply with the request to rectify the violation may result in a "Final Notice" advising the Owner to comply. Then, if the violation is still not resolved, a "Notice of Hearing" will be sent and shall request appearance on a specified date to be heard by the Board.

The Board may determine that a "Notice of Hearing" is appropriate to send to the Owner as the second letter, instead of a "Final Notice," when the violation is determined to be of a more serious nature.

If the Board determines at the hearing the violation has not been corrected, the Board may take any of the following actions:

1. Suspend the Owner's voting privileges.
2. Submit the matter to the Association's legal counsel for further action. Such action will take place in accordance with California Civil Code Sections 5900, et seq. and 5925, et seq.
3. Levy a special assessment or penalty in the amount as outlined in these Rules and Regulations below.

The penalty schedule is as follows:

Minor Violations:

First violation:	\$100
Second violation (same infraction):	\$200
Third violation (same infraction):	\$300

Major violations: \$250 per occurrence

Examples of major violations include, without limitation, failure to obtain approval from the Board of Directors prior to making an exterior modification, parking of recreational vehicles in the Project, negligent damage to Association Property and life threatening or safety violations. Special Assessments may be imposed for specific violations outlined in the Governing Documents.

REPORTING VIOLATIONS

Except in those cases where a violation is easily visually verified (e.g. unauthorized architectural improvements), Owners wishing to report a violation must do so in writing and the complaint must be signed by two (2) different Owners.

Anonymous letters or complaints will not be acted upon, unless the violation can be visually verified by way of an inspection of the property. Additionally, while the Board will not routinely provide the identity of the Owners alleging the violation, it does not guarantee that the same will remain anonymous or that it has any duty to protect the privacy of such complaints.

In the case of such complaints that may be difficult to verify, the Owners alleging the complaint should be prepared to come before the Board to discuss their claims, if the matter should come into dispute.

PROCEDURE FOR OWNER HEARINGS

If you have been invited to attend a hearing for an alleged violation of the Association's Governing Documents, the following procedure will be followed:

1. You will be introduced to the Board of Directors and other Association representatives.
2. The acting chairperson will summarize the reason for your invitation to the hearing.
3. You may present written or oral evidence to state your position.
4. The requirements of the Association's Governing Documents will be reviewed for clarification of issues.
5. The Board may ask you questions.
6. You may ask the Board questions and make a final statement.
7. Your participation in the foregoing is appreciated by the Board. The Board will deliberate and vote in closed session.
8. You will be notified of the Board's decision, in writing, within fifteen (15) days.

GENERAL RULES FOR ASSOCIATION PROPERTY

The following are general guidelines Owners, residents, tenants, and guests must observe at The Ridge at Cal Oaks:

1. Safety and Noise. Please use common sense and courtesy in regard to voice levels, unnecessary noises and boisterous conduct. This includes, but is not limited to, televisions, radios and/or other sound emitting devices. Keep the volume at a reasonable level at all times so other residents are not disturbed.
2. Damage Caused by Owner. In addition to any fine payable by the damaging Owner, Owners will be responsible for and bear all costs of repairs and/or replacement for any damage to the building, common facilities, equipment, or any other Association Property, if it is determined that the damage was caused by the Owner, its lessees, guests, employees or contractors. The Board reserves the right to deny use of any Association facility to any Member or its guest and tenants at any time.
3. No Obstruction. No one may store or place anything in the Association Property other than Exclusive Use Easement Area. This includes, but is not limited to, potted plants, signage, pictures, paintings, items of furniture, etc. The Association will not be responsible for any damage to, or loss of, any personal property left in any Association Property.
4. Waste. All trash or waste must be disposed of properly.
5. Association Property. Owners may not borrow or remove any equipment or property belonging to the Association. No personal items including flags, signs, pots, etc. may be placed or installed on association property.
6. Outside Drying or Laundering. No exterior clothesline shall be erected or maintained or hung on patios, balconies or railings within the Community and there shall be no exterior drying or laundering of clothes, towels or any other items on any Exclusive Use Easement Area or Association Property.

CONDUCT AFFECTING INSURANCE

Please refer to Article 10 of the Declaration for additional information regarding Association and Owner insurance requirements. If you have further questions, please contact the Management Company.

Nothing shall be done or kept in any Residential Unit, Exclusive Use Easement Area, or the Association Property that will increase the rate of insurance without the approval of the Association.

No Owner shall permit anything to be done or kept in his or her Residential Unit, or in the Association Property, which could result in the cancellation or suspension of insurance or which would be in violation of any law.

An Owner who is responsible for an increase in the rate of insurance for the Association Property shall be personally liable for the cost of the additional insurance premiums.

RESIDENTIAL UNITS

1. Residential Use. The Residential Units shall be used for residential purposes only. Please refer to Article 7 of the Declaration for more information regarding residential use restrictions.
2. Exclusive Use Easement Areas. Exclusive Use Easement Area must be used as outdoor living areas only.
 - (a) It is the responsibility of the Residential Unit Owner to ensure that existing drainage patterns on balconies, courtyards and porches are maintained and all drainage systems kept free of debris and free flowing. Changing the drainage pattern may cause damage to the Community's buildings and structures.
 - (b) No Owner shall use any balconies for storage purposes, including, without limitation, the storage of bicycles or surfboards.
3. Alarms. Any alarm installed in a Residential Unit shall be the type of alarm which is monitored by a certified alarm company.
4. Vibrations and Noise. No Owner shall attach to the walls or ceilings of any Residential Unit any fixtures or equipment which will cause vibrations or noise or unreasonable annoyance or damage to the Owners of the other Residential Units or to the Association Property.

ANIMALS

1. Please refer to Article 7 of the Declaration for more information regarding animal restrictions. All owners must comply with City laws and regulations with regard to control and health of pets. All dogs and cats shall have a current license and identification tag. Loose, unattended dogs, cats or other animals without a license or identification tag may be reported to the local Animal Control for pickup.
2. Only domestic animals that are kept as household pets and are not kept, bred or raised for commercial purposes are permitted to be maintained within the Community.
3. Domestic reptiles, birds, rodents and fish shall be permitted so long as such animals are kept in the interior of a Residence.
4. Pets must be kept on a leash in any Association Property at all times. Pets must be under the owner's control when outside the Residential Unit. Pet owners are responsible for any damage to person or property caused by their pets.
5. Fecal waste deposits made by pets on any Association Property, including landscaped areas, must be promptly cleaned up by the owner of the pet. Waste must be put in a tightly sealed plastic bag before being disposed of. Any damage caused by a pet shall be repaired/replaced at the pet owner's expense. This includes, but is not limited to, grass, plants, stained stucco, claw marks, etc.
6. No animal shall be bathed, at any time, within the Association Property (excluding the Exclusive Use Easement Areas).
7. Dogs shall not be tied to trees or any exterior building structure.
8. Pets must be kept within the Residential Unit when the Owner is away or cannot attend to them. Barking dogs on Exclusive Use Easement Areas, or inside a Residential Unit will not be tolerated. Any pet which makes noise disturbing to a neighbor must be confined within its owner's Residential Unit in a place from which this noise cannot be overheard.

9. Each person bringing or keeping a pet on the Community shall be fully liable to other residents and their guests for any damage to persons or property caused by any pet brought upon or kept upon the property by such person or by members of his/her family or guests.

10. If, after notice and a hearing, the Board finds that a pet is dangerous or creates a nuisance, the Board may require the pet to be removed from the Community within seven (7) days.

11. Structures for the housing or confinement of any bird or other animal must not be visible from neighboring property. Such structures require architectural approval in accordance with the process described in the Architectural Guidelines.

12. Human assistance animals, e.g., seeing eye dogs, are exempt from rules that interfere with their duties. Notice of any exemption claimed by a resident should be sent in writing to the Board in a timely manner.

MODIFICATION OF RESIDENTIAL UNITS

All Owners must comply with the Architectural Guidelines prior to modifying a Residential Unit or Exclusive Use Easement Area. To the extent permitted under California Civil Code Section 4760, each Owner may modify his or her Residential Unit and the route over the Association Property leading to the front door of his or her Residential Unit, at his or her sole expense, to facilitate access to his or her Residential Unit by persons who are blind, visually impaired, deaf or physically disabled, or to alter conditions which could be hazardous to such persons. Upon moving out of a Residential Unit, the Owner shall be obligated to remove any modifications and restore the area to its original condition. If an Owner fails to do so, the Association may do so on the Owner's behalf and the Owner shall be liable to reimburse the Association for all of its costs and expenses.

All Owners, contractors and subcontractors performing work in a Residential Unit must comply with the procedures for contractors set forth in the Architectural Guidelines found in this Community Handbook. These guidelines can also be obtained from the Management Company.

FIRE SAFETY DEVICES

1. Smoke Detectors & Carbon Monoxide Detectors. Each Owner must maintain the smoke detectors and carbon monoxide detectors installed in his or her Residential Unit. As part of this maintenance, you must replace all smoke and carbon monoxide detector batteries regularly.

2. Fire Sprinklers. Each Owner must take care not to harm, damage or unnecessarily activate the fire sprinklers installed in his or her Condominium. The fire sprinklers are heat activated and permitting high heat, steam or burning in the vicinity of a fire sprinkler may cause it to activate, potentially causing extensive damage to your Condominium, your personal property, the Association Property, and the adjacent residences. Except for periodic dusting you should never touch or allow anything else to touch the fire sprinklers. In particular, you are not allowed to have any item hanging from the fire sprinklers, including, without limitation plants, laundry, posters or other objects. You should also not tie string, floss, wire or any other material on, around or across any portion of a fire sprinkler.

PARKING RULES AND REGULATIONS

1. Parking. Parking in the alleyways is not permitted. Each Owner is responsible for advising the Owner's family, tenants and guests of the parking regulations.

2. Driveways. The only parking allowed in front of the garages is within the designed Exclusive Use Driveway Areas (as shown on the Condominium Plans). Only limited Residential Units have appurtenant Exclusive Use Driveway Areas.

3. Owner and Guest Parking/Registration and Parking Permits.
- (a) Owners and Occupants. Every Owner/Occupant is required to register ALL vehicles associated with a Residential Unit that will park within the Community with the Association. The Association will require each Owner/Occupant vehicle to display a permit indicating registration.
- i. To register a vehicle, the Association may require the following information: proof of ownership or lease of the vehicle; the vehicle's California license plate number; the vehicle identification number (VIN); a description of the vehicle, including its make, model and color; and such other information as the Association may reasonably request.
- ii. Owner/Occupant vehicle changes, such as a new vehicle or license plate change must be reported to the Association within seventy-two (72) hours.
- iii. Upon the sale of a Residential Unit, the Owner that is selling his or her Residential Unit must notify the Association of the sale before a new Owner begins occupying the Residential Unit. The new Owner will be required to register its vehicles with the Association prior to occupying the Residential Unit.
- iv. Owners that rent their Residential Unit are responsible for notifying the Association of their tenant's vehicle information before tenants begin occupying the Residential Unit in connection with providing a copy of the lease to the Association.
- v. As further set forth in the Declaration, each Residential Unit is only allowed to have the number of vehicles that it can park within the garage or Exclusive Use Driveway Area, if any. The Association will not permit registration for more vehicles than can fit within a Residential Unit's garage or Exclusive Use Driveway Area, if any. As a practical matter, this means that each Residential Unit will only be permitted to have a maximum of two vehicles if the Residential Unit does not have an appurtenant Exclusive Use Driveway Area or three vehicles if the Residential Unit has an appurtenant Exclusive Use Driveway Area as an Owner/Occupant may not utilize guest parking spaces for the regular parking of vehicles associated with the Owner/Occupant's Residential Unit.
4. Garages. Garages must be maintained to house the number of motor vehicles owned by the owner to its fullest extent possible. Garages are to be used for parking vehicles only and shall not be converted for storage, living or recreational activities. Garage doors are to be kept closed except when vehicles are entering or exiting the garage. The Association shall have the right to inspect garages for compliance with the parking rules and shall provide at least twenty four (24) hours prior notice prior to inspection.
5. Vehicle Maintenance. No repairs, restorations, or any mechanical maintenance of any motorized vehicle, boat, trailer, aircraft, or other vehicle or equipment shall be conducted within the Community, with the exception of minor or emergency automobile repairs. All Authorized Vehicles and motorcycles within the Community must be operable and possess a current license and registration.
6. Noise. No one shall race engines, honk horns, spin wheels, permit engines to idle excessively or otherwise create unnecessary noise with motor vehicles or the sound and automotive speaker equipment. All motor vehicles must have adequate muffler and exhaust systems.
7. Permitted Vehicles. Section 6.8 of the Declaration restricts certain "Commercial Vehicles" and "Recreational Vehicles." Please review these provisions.
8. Speed and Lights. All drivers must maintain safe and proper speeds and observe the posted maximum speed while driving in the Community.

9. Car Alarms. Should a car alarm continue to go off, the Management Company or the Association may, at the Owner's expense, hire a locksmith and take whatever action is necessary to stop the noise. Vehicle alarms that do not automatically go off after an interval are not allowed. The arming and/or disarming of vehicle security alarms and other security devices shall not disturb residents of the Community.

ODOROUS MATTER, OFFENSIVE CONDUCT & NUISANCES

1. No Dumping. No person shall discharge into the Community's sewer system or storm drain any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety, welfare, violate any law, subject any Owner to liability under state and federal law for any clean-up or cause injury or damage to neighboring property or business elsewhere on the Community.

2. Audio Volumes. The volume of radio, stereo sets, television and musical instruments shall be held at a reasonable level at all times so other residents are not disturbed.

HOLIDAY DECORATIONS

1. Acceptable Timeframe. The acceptable timeframe for winter holiday decorations is from the day after Thanksgiving until January 10th. All other holiday decorations shall be permitted twenty (20) days prior to the holiday and must be removed within ten (10) days after the holiday.

2. Location. Holiday decorations must only be displayed from inside the Residential Unit and within such Owner's Exclusive Use Easement Area. No Owner may place or adhere holiday decorations on Association Property structures or landscape. Owners may not damage or puncture the Building or eaves in the process of displaying decorations.

3. Wreaths. Only holiday wreaths on an over-the-door hanger may be displayed on the main entry door provided that it does not harm the finish.

4. Damage. Each Owner is liable to the Association for any damage to Association Property (including holes, tape marks, abrasions, etc.) caused by that Owner or his or her Guests, Tenants, Invitees or any Resident of his or her Residential Unit.

5. Lights. All holiday lighting must have a "UL" or comparable rating. Outdoor lights must be designed for outdoor use. Please ensure that lights do not disturb other Owners. Outdoor lights may not damage or puncture the Building or eaves.

RENTAL OF RESIDENTIAL UNITS

Subject to the restrictions in the Declaration, any contractual agreement between an original Owner and the original developer of the Community, and Applicable Laws, an Owner shall be entitled to rent the Owner's Residential Unit for a term of not less than thirty (30) days. The Owner shall be responsible for all actions of the lessee and subject to the following guidelines:

1. Management Company Notification. All Owners who rent their Residential Units shall submit names and contact numbers for their tenants to the Management Company.

2. Written Lease or Rental Agreement. Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Governing Documents and shall provide that any failure to comply with any provision of the Declaration or the Governing Documents shall be a default under the terms of the lease agreement. A copy of any lease agreement shall be provided to the Association.

3. Compliance with Governing Documents. A copy of the Governing Documents and this Community Handbook shall be provided by the Owner to each tenant or lessee. The leasing Owner shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of the Governing Documents, the Master Governing Documents and this Community Handbook pursuant to the occupancy and use of the Residential Unit.
4. Association Amenities. Use privileges for amenities and Association Property transfer to the lessee or tenant. An Owner shall have no personal use privileges upon leasing their Residential Unit.
5. Assessments and Voting Rights. A lessee shall have no obligation to the Association to pay assessments imposed by the Association nor shall any lessee have any voting rights in the Association.
6. No Hotel, etc. No Residential Unit may be rented for hotel, motel or transient purposes or for any other purpose inconsistent with the Declaration. Any lease which is either for a period of fewer than thirty (30) days or pursuant to which the lessor provides any services normally associated with a hotel shall be deemed to be for transient or hotel purposes.

SIGNS

Owners displaying signs within the Community are subject to the parameters set forth in the Architectural Guidelines and any current applicable governmental regulations, statutes and laws.

TRASH DISPOSAL

Trash, garbage or other waste shall be kept only in approved sanitary containers, properly closed. No trash or debris is to be left in any area that is visible to others, such as walkways or Association Property, or Exclusive Use Areas except when garbage cans are set out for garbage collection. The Owners shall comply with the County's waste and recycling program for the Community. No Owner shall permit or cause any trash or refuse to be kept on any portion of the Community other than in the receptacles customarily used for it, which shall be stored within garages, except on the scheduled day for trash pickup. On scheduled trash pickup days, containers and/or bulky items shall be placed in designated areas. Containers shall be placed in designated areas no earlier than 6:00 p.m. on the day before trash pickup is scheduled. Containers must be returned to garages by 11:00 p.m. on the day trash pickup is scheduled. Owners shall be subject to fines imposed by the County for failing to comply with guidelines regulating the times during which containers may be placed in designated areas. Owners are encouraged to use recycling containers to dispose of recyclable materials.

**THE RIDGE AT CAL OAKS CONDOMINIUM ASSOCIATION
ELECTION RULES**

1. Equal Access.

a. If, in the course of an election campaign for a director's position on the Board, any candidate or member of the Association advocating a point of view is provided access to a form of media (including, but not limited to, newsletters and Internet web sites) that is owned or entirely run by and for the Association, for a purpose that is reasonably related to that election, equal access shall be provided to all candidates and members of the Association for the same purpose ("Equal Access").

b. Equal Access, as described above in Section 1(a), shall also apply to members of the Association and candidates not endorsed by the current Board, and shall be for the purpose of advocating a point of view reasonably related to the election.

c. The Association shall not edit or redact any content from the presentation of the points of view described in this Section, to the extent that such content does not violate any provision in the Declaration of Covenants, Conditions and Restrictions, bylaws of the Association or Rules and Regulations promulgated by the Board, or any applicable state, federal or local laws, but may include a statement specifying that the candidate or member of the Association, and not the Association, is responsible for the content of such point of view.

d. The Association shall give all candidates, including those candidates who are not incumbents, and those who are not endorsed by the Board, Equal Access to the common meeting area (i.e., time and space available for such candidate's use), if any, to present a point of view reasonably related to the upcoming election.

e. The Association shall not charge candidates a fee for access to the common meeting area for the purposes described in this Section.

2. Qualifications and Procedures for Nomination of Candidates.

a. A Member of the Association is eligible to be nominated or to nominate himself or herself for a position on the Board if: (a) the Member's interest is not subject to a Notice of Delinquent Assessment that, as of the date of nomination, has been of record for thirty (30) or more days; (b) the escrow through which such Member acquired his or her Condominium closed at least sixty (60) days prior to the date on which the first ballot is mailed or solicited from Members of the Association for voting purposes; and (c) the Member is at least eighteen (18) years old. If so required by the bylaws of the Association, directors shall be Members of the Association or representatives of Declarant.

b. All Members of the Association eligible to vote in the forthcoming election are eligible to nominate himself or herself as a candidate for the Board.

c. Provided that a Member of the Association seeking candidacy for a position on the Board satisfies the eligibility requirements set forth in Section 2(a) above, such Member of the Association may be nominated or nominate himself or herself by the following procedures:

i. Nominations for candidates to the Board may be submitted in writing to the management company of the Association not less than thirty (30) days prior to the date designated for mailing or distribution of ballots for the election of new Board members. Members of the Association shall not be prohibited from nominating themselves for the Board and any attempt to prevent a Member of the Association's self-nomination shall be invalid.

ii. After collecting all properly submitted nominations, the current Board shall: (1) confirm or cause to be confirmed each nominated person's eligibility under Section 2a;

(2) confirm or cause to be confirmed each individual's acceptance of nomination; (3) distribute or cause to be distributed to the Association's membership a list of the confirmed candidates; and (4) prepare or cause to be prepared a ballot for distribution to all Members of the Association for voting purposes. Each such ballot must satisfy the requirements set forth in Section 3 below.

3. Secret Ballot.

a. Pursuant to California Civil Code Section 5100, et seq., elections and votes related to assessments, selection of Members of the Board of the Association, amendments to the governing documents adopted by the Association, and the grant of certain exclusive use easements shall be by secret ballot. The secret ballot must satisfy the requirements set forth in the California Civil Code and this Section. The Association shall send to each eligible Member of the Association a ballot and two (2) pre-addressed envelopes not less than thirty (30) days prior to the voting deadline for the election.

b. Ballots may not identify the voter's name, address, or lot, parcel or Residential Unit number.

c. The ballot itself may not be signed by the voter. It must be inserted into a sealed envelope. That sealed envelope must then be sealed within a second outer envelope. The outer envelope shall have, in the upper left-hand corner, space for the voter to print and sign his or her name, and print his or her address.

d. The outer envelope is pre-addressed to the inspector or inspectors of election, as defined below, who will be counting the votes. The envelope containing the ballot shall then be hand delivered or mailed via first class mail to a location specified by the inspector or inspectors of the election. The Member of the Association may request a receipt for delivery.

4. Selection of Inspectors.

a. The current Board of the Association shall select either one (1) or three (3) independent third parties to serve as the inspector or inspectors of the election ("Inspector(s)"). A person or persons currently employed or under contract to the Association for any paid services may not be selected to be an Inspector unless such person is expressly allowed to serve as an Inspector as provided herein. The Association's current Manager, attorney(s) and any other person or entity under contract with the Association for compensation is hereby authorized to serve as an Inspector. No Residential Owner currently running for an elected position on a Board may serve as an Inspector.

b. The Inspector shall have the responsibilities described in California Civil Code Section 5110 and shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as practical.

c. If there are three (3) Inspectors, the decision or act of a majority shall be effective in all respects as the decision or act of all Inspectors.

d. The Inspector shall have the right to appoint and oversee such additional persons as the Inspector deems appropriate to verify signatures and to count and tabulate votes, provided that the persons are independent third parties.

5. Voting.

a. Ballots and all related materials required for voting under these procedures shall be sent to eligible Members of the Association at least thirty (30) days before the date set for tabulation of votes.

b. Members may cast their ballots by any one of the following methods:

i. Members may mail their ballots to the location designated by the Inspector(s) provided that any ballot so mailed is postmarked no later than the date that is five (5) business days before the date set for tabulation of votes; or

ii. Members may deliver their ballots (or have their ballots delivered) to the location designated by the Inspector(s) no later than one (1) day before the date set for tabulation of votes; or

iii. Members may deposit their ballots with the Inspector(s) at the meeting in which votes are to be tabulated prior to the time set by the Inspector(s) for closing of the polls.

c. Once a ballot is received by the Inspector(s) it is irrevocable.

d. No ballots shall be accepted, by mail or otherwise, after the date and time set by the Inspector(s) for closing of the polls. Any ballots received after the polls have closed shall be discarded and will not be counted by the Inspector(s). A Member of the Association whose ballot has been discarded will not be entitled to notification of such action and shall not have the right to cast another vote in the present election. Such discarded ballots shall not be counted in any subsequent recount or challenge to the election procedures.

6. Eligibility and Vesting of Voting Rights.

a. A Member of the Association is eligible to vote if: (a) the Member's voting rights have not been suspended pursuant to the Declaration of Covenants, Conditions and Restrictions or the bylaws of the Association; (b) the Member closed escrow on his or her Condominium on or before the "Record Date" for voting, being not less than sixty (60) days prior to the date on which the ballots are mailed to or solicited from Members of the Association for voting purposes; and (c) the Member is at least eighteen (18) years old. Except where cumulative voting is authorized, Class A Members may cast only one (1) vote per Condominium. If more than one (1) party is record Owner of a Condominium, the vote for that condominium shall be decided by said parties between themselves, as so provided in the Declaration.

b. Except where cumulative voting is authorized, Class A Members may cast only one (1) vote per Condominium. If more than one (1) party is record owner of a Condominium, the vote for that Condominium shall be cast as the owners among themselves determine or forfeited if the owners cannot agree, as provided in the Declaration of Covenants, Conditions and Restrictions.

c. Such voting rights attributed to any given Condominium in the Community shall vest as provided in the Declaration of Covenants, Conditions and Restrictions.

7. Proxies.

a. Any eligible Member of the Association may authorize another person to act by proxy, pursuant to the bylaws of the Association.

b. Any instruction given in a proxy that directs the manner in which the proxy is to cast the vote shall be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain. The proxy holder shall cast the vote by secret ballot, in the manner prescribed in these procedures. The Inspector(s) shall determine the authenticity, validity and effect of proxies. Proxies shall be presumed valid if executed in accordance with California Corporations Code Section 7613 and the bylaws of the Association.

8. Voting Procedures and Custody.

a. All votes shall be counted and tabulated by the Inspector(s) in public at a properly noticed open meeting of the Board of the Association and/or Members of the Association. Any candidate or Member of the Association may witness the counting and tabulation of the votes. No person, including, but not limited to, Members of the Association and employees of the management company, if one has been selected, shall open or otherwise review any ballot prior to the time the ballots are counted and tabulated by the Inspector.

b. The results of the election, as tabulated by the Inspector(s), shall be promptly reported to the current Board of the Association and shall be recorded in the minutes of the next meeting of the Board of the Association, and shall be made available for review of Members of the Association. The Board of the Association shall publicize the results of the election in a communication directed to all Members of the Association, within fifteen (15) days of the date the final tabulation of votes has occurred.

c. The sealed ballots shall at all times be in the custody and control of the Inspector(s), or at such location designated by the Inspector(s), until after the final tabulation of votes and expiration of the time allowed by California Corporations Code Section 7527 for challenging the election, after which time the custody and control of the ballots shall be turned over to the Association.

d. After the final tabulation of the votes has been completed by the Inspector(s) and custody and control of the ballots has been turned over to the Association, the Association shall store the ballots or cause them to be stored, in a secure location for not less than one (1) year from the date of final tabulation of votes.

**THE RIDGE AT CAL OAKS
POOL AND SPA RULES**

1. The swimming pool and spa are open from 6 a.m. to 10 p.m., except for scheduled maintenance. Hours of operation are subject to change by the Board. Additional rules may be posted at the pool and spa areas and must be observed.
2. **THERE IS NO LIFEGUARD ON DUTY.** The Association does not employ lifeguards. All persons using the swimming pool and spa do so at their own risk, responsibility and liability. The Association is not liable for injury or harm caused to any person while using any pool or spa.
3. **SAFETY EQUIPMENT HAS BEEN PROVIDED FOR EMERGENCY USE ONLY.** Emergency life saving equipment may not be moved or relocated from its mounted positions.
4. Appropriate swimming attire is required at all times. Except for diapers that are specifically intended for swimming pool use, no diapers may be worn in either the swimming pool or spa. All persons must wear cover-ups over their swimsuits when entering and leaving the swimming pool and spa areas. All incontinent persons (whether infants, toddlers, children or adults) must wear a diaper, plastic pants and a swim suit while using the pool or spa.
5. Elderly persons, pregnant women, infants, and those with health conditions requiring medical care should consult with a physician before using the spa since the spa is heated.
6. Using the swimming pool or spa with open cuts, wounds, rashes or communicable diseases that may affect others, including, but not limited to any skin disease, sore or inflamed eyes, nasal or eye discharge, is prohibited.
7. Intoxicated persons or persons under the influence of narcotics, drugs, or medication that adversely affects a person's motor skills are prohibited from using or being in close proximity to the pool or spa.
8. With the exception of the spa timer, adjustment of any control regulating the pool or spa, lights or other common service is **PROHIBITED**.
9. All persons must leave the swimming pool and spa area if maintenance crew request the area be temporarily vacated for cleaning and/or service.
10. Pool and spa areas are to be entered through the gates only. Climbing over a fence to enter or exit the pool and spa area is prohibited.
11. The Association reserves the right to limit, on a reasonable basis, the number of people using the swimming pool and spa at any given time. Individuals or groups must not occupy the pool or spa to the effective exclusion of others.
12. Anyone not abiding by the posted rules may be asked to leave the pool or spa area by any member of the Association, the Management Company or the Association's Authorized Agent.
13. No person under twelve (12) years of age may be in the pool and spa area without being accompanied by an adult eighteen (18) years of age or older.
14. Wheeled toys or vehicles, including, without limitation, skateboards, rollerblades, roller-skates or bicycles are not allowed in the swimming pool or spa areas at any time.

15. No glass, breakable containers or sharp objects are permitted. If glass or sharp objects are brought to the pool areas and it causes an accident, the responsible Owner will be liable for the cost of any resulting damage or injury.
16. No surfboards or boogie boards will be permitted in the pool or spa. No tennis balls, baseballs, footballs, basketballs, Frisbees, cans, foreign objects, foreign substances (bubble bath, soap, beverages, etc.) or pool furniture are to be thrown into or around the pool or spa.
17. Diving, running, pushing or other aggressive/boisterous activity in or around the swimming pool or spa area is prohibited.
18. Except for service or assistance animals, pets are prohibited in the swimming pool or spa area.
19. Gates are to remain closed and locked at all times. The lending of access keys to non-residents for use of the pool or spa is prohibited.
20. Recreational facilities are reserved for full-time residents of the Community and their guests. Owners who have rented or leased their unit are not entitled to use the recreational facilities. Residents must accompany their guests at all times when using the recreational facilities.