

**RULES AND REGULATIONS
LENNAR AT HIGHGROVE TOWN CENTER
ASSOCIATION**

**LENNAR AT HIGHGROVE TOWN CENTER ASSOCIATION
RULES AND REGULATIONS
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**LENNAR AT HIGHGROVE TOWN CENTER ASSOCIATION
A PLANNED COMMUNITY
SECTION 1
MEMBERSHIP INFORMATION**

Welcome to Lennar at Highgrove!

The Lennar at Highgrove Town Center Association (“**Association**”) is a condo community association that offers many benefits to its members. In order to protect and preserve these benefits, however, certain limitations and restrictions are placed on homeowners, residents and their guests.

The Association’s responsibilities are established in the Association’s Governing Documents, which include the CC&Rs and Reservations of Easements, the Association Bylaws and Articles of Incorporation, these Rules and Regulations and the Design (or Architectural) Guidelines of the Community. If there is a conflict between these Rules and Regulations and the Declaration, the Declaration prevails.

The purpose of the Association is to manage the Community to ensure that the Association Property (“**common area**”) and common facilities will be maintained in accordance with the Declaration and will be available for the enjoyment of all Owners and residents. Your automatic membership in, and payment of assessments to the Association provides a revenue base to share the costs of maintaining the community and management thereof. attractive manner and will be available for the enjoyment of all Members.

The following Rules and Regulations and policies have been given to providing each Owner with the greatest enjoyment of their home without infringing on other owners and their rights to quiet enjoyment of their homes and the Community.

These Rules and Regulations and the Design Guidelines supplement but do not replace the Declaration. Please be sure to read the Declaration carefully, which is also referenced throughout this document.

Please read all documents carefully and be sure your family members, guests and tenants fully understand how to follow the rules, regulations and guidelines set forth. If you have any questions you can contact your Keystone Homeowner Liaison.

Lennar at Highgrove Town Center Association

C/O Keystone
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Irvine, CA 92602
(949) 833-2600
reconnect@keystonepacific.com

****In this document Owner may be referred to as Owner/Member/Resident; Tenant may be referred to as Tenant/Resident.***

*****These Rules and Regulations are applicable to any Owner/Member/Resident/Tenant. Responsibility of violations to these Rules and Regulation ultimately falls on that of the Owner/Member.***

**LENNAR AT HIGHGROVE TOWN CENTER ASSOCIATION
SECTION 2
ASSOCIATION PROPERTY AND EXCLUSIVE USE AREAS**

INTRODUCTION

NON-COMPLIANCE: In the event of non-compliance (see Section 15) with these rules, the Association, acting through its Board, shall have the right to take disciplinary action per the Enforcement and Fine Policy, legal action or after providing the owner with reasonable notice and an opportunity to be heard before the Board, to enter upon such Owner's Unit to maintain such Improvement in a clean and attractive condition consistent with the standards as provided for herein, and charge full costs of such maintenance to such owner as a Compliance Assessment.

ASSOCIATION PROPERTY AND EXCLUSIVE USE AREAS

OWNERS AND RESIDENTS DO NOT HAVE ANY RIGHT WHATSOEVER to make any change or improvements to any Association property, which includes the building structures and surrounding landscaping outside the patio walls.

- 2.1 Use of Association Property shall be subject to the provisions of the CC&Rs and the Rules and Regulations, and to any limitations imposed by any other Association Documents or public agencies. The Board reserves the right to close any of the facilities or common areas at any time to repair, clean and maintain premises or under circumstances dictated by public agencies.
- 2.2 Each owner shall be liable to the Association and the Other Owners for any damages to any of the Community that may be sustained by reason of the negligence or intentional act of that Owner, the Owner's family members, tenants, guests and invitees.
- 2.3 NO unsightly articles shall be permitted to remain in any portion of the Community visible from any other portion of the Community.
- 2.4 Rollerblades, skates, skateboards and the like shall not be used on the Association Property (including, without limitation, on the private motor courts, alleys, and parking spaces, and common walkways in the Community).
- 2.5 The display and discharge of firearms or fireworks on or in Association Property including Exclusive Use Areas is strictly prohibited.
- 2.6 **CONDOMINIUM UNITS RESIDENTIAL USE.** The units and Exclusive Use Areas are to be used for residential purposes only. (See Section 6)
- 2.7 **EXCLUSIVE USE AREA PATIOS.** Furniture designed by a manufacturer for outdoor use (e.g., patio chairs, tables, conversation pieces, etc.) may be used and kept in Exclusive Use Patio Areas, provided that such furniture of appropriate size for the outdoor space must be in colors that are cohesive to the exterior of the Unit, is maintained in good condition, is equipped with protective leg caps or other devices to prevent damage to the floor or base of the Exclusive Use Association Property, and does not detract from the attractiveness of the Community. ***The Association is not responsible for any personal items that go missing.***
- 2.8 The Association 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 (allowable if diverted into private landscape areas).
- Washing, hosing or rinsing of vehicles into the street.
- Washing, hosing or spilling of any hazardous materials into the street.

- 2.9 At no time can pots, planters or other decorative items be placed in or on Property maintained by the Association. This includes low courtyard walls
- 2.10 No items including but not limited to rubbish, trash, garbage, waste or recyclable matter, personal items, potted plants, garden art, etc. shall be kept or permitted upon any portion of the Association Property. Association includes any property owned and/or maintained by the association including but not limited to Parkvue patio walls, gates, fencing, building exteriors, Centerstone front yards and all other common areas of the Lennar at Highgrove Town Center Association community.
- 2.11 Screen doors will only be allowed when an owner has submitted an architectural application for approval according to the criteria outlined in the architectural guidelines.
- 2.12 No Owner shall keep any materials of any kind or allow any activities to be conducted at their unit or on the Association Property or which will increase the rate of insurance on Association Property; or which will cause any fine or penalty to be imposed against the Association by any Public Agency.
- 2.13 No Owner shall keep any materials of any kind or allow any activities to be conducted on their unit or on Association Property that will result in the cancellation of insurance on the Association Property which would be in violation of any law. If, by reason of the occupancy or use of said premises by the Owner, the rate of insurance on the Association Property or Maintenance Areas shall be increased, the Owner shall become personally liable for the additional insurance premiums and/or for such fine or penalty.
- 2.14 Firepits are not permitted. Cooking Devices are to be used in accordance with the architectural guidelines and must be gas or propane burning only. No wood, charcoal or pellet burning devices and firepits are permitted.
- 2.15 Trash bins cannot be placed on streets or other areas of the property that are exposed to the public for more than twelve (12) hours before and after schedule trash collection hours.

**LENNAR AT HIGHGROVE TOWN CENTER ASSOCIATION
SECTION 3
PROPERTY RULES**

- 3.1 Holiday lighting is limited to four (4) times per year. Holiday Lighting may be put up four (4) weeks before each holiday and must be removed within two (2) weeks after the holiday. Decorations shall not be placed in or on any Association Property including attached condos, however, if not attached may be installed on patio fencing and balcony railing so long as the installation does not cause penetration of or damage to the fence or railing. Any lighting or decorations installed in the common area landscape may cause a delay in maintenance of the landscape areas where lighting or decorations are installed. The HOA is not responsible for any damage caused to the lighting or decorations. Any installation that damages HOA common areas may result in a fine assessed to the owner and/or a damage reimbursement assessment for the cost of the damage.
- 3.2 All window coverings shall be of a neutral color harmonious with and not in conflict with the color scheme of the exterior of wall surfaces of the Residence. All permanent window coverings shall be installed within ninety (90) days from close of escrow. No window shall be covered with aluminum foil, sheets, newspaper or similar material not intended or designed for use as a window cover.
- 3.3 No basketball standards or fixed sports apparatus shall be attached to any Condominium or placed anywhere within the Association Property.
- 3.4 Trash, garbage or other waste shall be kept only in sanitary containers stored in owners garage. No Owner shall permit or cause any trash or refuse to be kept on any portion of the Community other than in receptacles customarily used for it. Trash bins cannot be placed on streets or other areas of the property that are exposed to the public for more than twelve (12) hours before and after schedule trash collection hours. Trash shall be contained in air-tight bags prior to being placed in waste cans. Waste receptacle liners are recommended to keep receptacles clean.
- 3.5 Trash Disposal, pick up and recycling in accordance with article **6.17 of the CC&Rs** shall comply with **Exhibit G of the CC&Rs** and only placed in the designated locations on the day of pick up. Owners are required to put their address on trash cans.
- 3.6 No excessive noise (whatever the source) or disturbances that invade your neighbors' quiet enjoyment.
- 3.7 All exclusive use spaces shall be kept and maintained in a clean and aesthetically pleasing manner. Excessive decorative or personal items (including but not limited to dog houses, clothing, shoes, toys, cleaning materials shall be stored
- 3.8 All personal items must be kept in the unit's exclusive use space. No personal items may be placed in any common area.
- 3.9 Sports equipment, play structures, trampolines and any other outdoor recreation equipment is not permitted.
- 3.10 Outside Drying and Laundering of clothes or other items is not permitted in any Exclusive Use Easement Areas or Association property.
- 3.11 No water beds are permitted; Aquarium or other containers holding more than 30 gallons of water are not permitted in any Condominium in accordance with article **6.8 of the CC&Rs**. Any damage caused to any portion of a Residential unit and/or Association property as a result of a violation of this restriction will be the responsibility of the violating

owner.

- 3.12 Interior Modifications of any kind require architectural approval to ensure such modifications will not compromise the structural integrity of the condominium builders. In accordance with articles **6.14 and 6.14.2 of the CC&Rs** some of the walls and floor/ceiling assemblies are fire rated therefore there shall be no penetrations. Any recessed items such as lighting, speakers, floor safes, etc. shall not be permitted. Any owner violating this rule will be responsible for the cost to repair and restore walls, floor/ceilings to the approved plans and building code in addition to facing fines.
- 3.13 No fixtures or equipment that will cause unreasonable vibrations, noise or annoyance to other owners is permitted to be placed, used or installed in Owners Residential Unit.
- 3.14 Owners shall not alter, impair or tamper with the proper operation of the Fire Life Safety Systems installed in Owner's residential unit.
- 3.15 In accordance with article **6.19 of the CC&Rs** no noxious or offensive activities, including but not limited to repair of automobiles or other motorized vehicles shall be conducted within the Community. Nothing shall be done on or within the Community that may be or may become a nuisance to the residents. Use of the property must be conducted so as not to become obnoxious by reason of noise, odor, refuse, parking impacts, or maintenance of grounds and in such a manner as will not detrimentally affect adjoining properties and uses.
- 3.16 Smoking is prohibited in or on Association Property including all common areas.

**LENNAR AT HIGHGROVE TOWN CENTER ASSOCIATION
SECTION 4
POOL, SPA AND FACILITY RULES**

To obtain pool access, please contact management for the current access control form.

4.1 Pool Facility Hours shall be as posted. The pool is heated from Spring Break to the end of October and can be subject to change at the discretion of the Board.

4.2 Reservations

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

4.3 Facility Access

At a minimum each owner will receive One (1) Key Fob OR Electronic Credential for entrance to the facilities.

4.3.1 Electronic Credentials. If the Board opts to use Electronic Credentials Owners will be required to complete an Access Control Form. Additional credentials can be purchased for members living in the household age fourteen (14) or over for up to four (4) credentials. Price per credential is noted on the Access Control Form and subject to change at the Board's discretion. Owners with tenants must submit the form along with a copy of the Lease Agreement for their tenants. Owners requesting credentials for five (5) or more must submit a request for approval from the Board of Directors, provide proof of residency OR reason (i.e., family member watching kids over the summer). This will be an additional fee of no less than \$25. The additional fee for credentials over five (5) if approved by the Board is on the form and subject to change at the Board's discretion.

4.3.2 If the Board opts to use Key Fobs, each property will receive one (1) key fob per home. One additional key fob or replacement key fobs can be purchased (if available) for an additional fee of \$50. The fee is subject to change at the Board's discretion.

4.4 Facility Monitor

A facility monitor may be obtained at the discretion of the Board of Directors. Facility Monitors (if obtained) will be responsible for enforcing the rules and regulations associated with use of this facility. Any refusal to adhere to the rules or abusive behavior toward Facility Monitor(s) or other Association Employees, Members and their guests will result in removal from the facility and suspension of privileges.

4.5 General Facility, Pool and Spa Rules

4.5.1 Owners are permitted to host no more than four (4) guests in the facility area at any given time provided the Resident sponsors and their guest(s) are in compliance with the rules at all times. Guest(s) must be accompanied by an adult resident age eighteen (18) or over.

4.5.2 Use of all facilities is at your own risk. The Association assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property. This also applies if a facility monitor is staffed on the premises. For Emergencies call 911.

4.5.3 If Owner elects to rent or lease his/her dwelling unit and gives right of access to all facilities to Lessee, the Owner relinquishes his/her access rights. In the event an owner is renting the property to a family member, this rule is still applicable. Access rights are for those living in the property.

- 4.5.4 Use of the facilities and common area is a privilege which is enjoyed by all Owners or occupants. Consideration of others concerning noise levels
- 4.5.5 Conduct by an Owner or occupant which deprives any other Owner or occupant use of the pool, spa or common property shall not be allowed.
- 4.5.6 Pool Furniture is available on a first come, first serve basis and may not be taken out of the pool area for any reason at any time. All furniture and umbrellas must be returned to their original location and umbrellas closed before leaving the facility.
- 4.5.7 Owners are not permitted to bring additional furniture and/or equipment into the pool area including speakers. Owners wanting to listen to audio of any kind must use listening devices that keep the audio noise to themselves.
- 4.5.8 Guests may make use of the swimming pool or spa only when accompanied by the Resident host. Guest(s) not accompanied by a Resident host is a violation of these rules and any unaccompanied guest(s) may be requested to leave the premises.
- 4.5.9 All swimmers must shower before entering the pool and must wear a bathing suit (no ragged-edged garments are allowed.) Showers are only for persons using the facilities and not for individual personal hygiene not related to use of the facility.
- 4.5.10 Swim diapers and plastic pants, specifically for pool use, must be worn in the pool, spa or splash pad area by all users with incontinence issues and children who wear diapers.
- 4.5.11 Any individual with a condition or disease which may be transmitted through pool water or open sores will not be permitted to use the pool or spa facilities.
- 4.5.12 For shoulder length hair or longer, it is recommended that hair be tied back, braided or cap worn (hair clogs the drains).
- 4.5.13 The following rules shall apply:
- i. No running or "horse play" on pool deck.
 - ii. No "horse play" in the swimming pool.
 - iii. No ball/Frisbee or object throwing.
 - iv. No gum in pool area.
 - v. No skateboards/bicycles/tricycles/skates/roller blades/scooters or the like inside fenced area.
 - vi. No glass bottles or other glass containers/objects inside fenced area.
 - vii. No pets or animals inside fenced area.
 - viii. No unduly loud or disturbing noise inside the fenced area.
 - ix. No radios/playback sound devices without headsets inside the fenced area.
 - x. No diving from benches, tables or other facility structures inside the fenced area.
 - xi. No rafts, inflatable toys, or diving rings during busy periods, which shall be at the discretion of the lifeguard (if staffed) or roving patrol. Lifejackets are always allowed.
 - xii. No "boogie boards".
 - xiii. No smoking.
 - xiv. No pool furniture in the pool.

xv. Anyone urinating or defecating in the pool is subject to immediate removal from the facilities and imposition of appropriate discipline, after notice and hearing, which may include suspension of privileges to use facilities, monetary penalties and charging Homeowners with all costs of draining and cleaning of pool. Homeowners are also subject to discipline, including but not limited to, imposition of fines, for such actions by themselves or their guests.

- 4.5.14 Any damage to equipment or furnishings must be reported promptly. Members responsible for the damage will be required to immediately reimburse the Association for losses related to the damage.
- 4.5.15 The “buddy system” is recommended to be used by all swimmers at all times. For safety no one should swim alone.
- 4.5.16 All gates must remain closed and locked at all times.
- 4.5.17 Any Resident or Resident’s guest(s) caught jumping the fence to any gated facility will be asked to leave the facility for the day and a letter will be sent to the homeowner. Non-Resident violators will be turned over to the police as trespassers.
- 4.5.18 Persons intoxicated or under the influence of alcohol or drugs are not permitted in the facilities and may be asked to leave.
- 4.5.19 Violation of these rules may result in a verbal warning, time-out period, ejection for the day or suspension of privileges.
- 4.5.20 It is recommended that persons aged 13 years old or under be accompanied by an adult.

4.6 Spa

- 4.6.1 Persons aged 13 years old or under must be accompanied by an adult.
- 4.6.2 It is recommended that children 5 years old or younger not use the spa at any time.

4.7 Other Common Amenities & Facilities

- 4.7.1 Any common amenities (i.e., barbecue, picnic tables, lounge chairs, etc.) are available on a first come, first serve basis.
- 4.7.2 Residents are responsible for clean-up after use of any facilities.

4.8 Facility Rules

- 4.8.1 The facilities are for the use of Association members who are in good standing and current with assessment dues. The use of facilities may be restricted by the Board of Directors for violation of the Association Rules, delinquent assessments, or abuse of the recreational facilities or common areas.
- 4.8.2 The facilities may not be used for commercial purposes other than those endorsed by the Lennar at Highgrove Town Center Association and events in which Association members may participate. The Declarant has the right to reserve and use the facilities at any time for marketing events during the time

when Lots and condominiums are for sale by Declarant. Facility usage is approved free of charge for Association endorsed activities i.e., Association meetings, Association sponsored events and holiday parties.

- 4.8.3 Regularly scheduled events, specifically Association functions, have priority for reserving the facilities.
- 4.8.4 In accordance with the law of the State of California, no one under the age of twenty-one (21) shall be served an alcoholic beverage while on the premises. If alcoholic beverages are served at functions held at the facility, no minors are to be present without parental permission. The member renting the facility is responsible for all conduct of anyone consuming alcoholic beverages or on the premises while alcoholic beverages are being served and shall ensure that no one under the age of twenty-one (21) is served or consumes alcohol.
- 4.8.5 The Board and Management reserve the right to close any of the facilities at any time for reasons such as repairs, cleaning, maintenance or mandated closures. The Association shall not be responsible for a Member's loss of use, even if reserved, due to a facility closure.
- 4.8.6 Smoking of any kind is not allowed within the facilities or surrounding patio areas.

4.9 Facility Reservation by Resident Member

- 4.9.1 An application for reservation of the facility must be made by a Member of the Association and the applicant must be present during the period the facility is in use under such reservation.
- 4.9.2 The facility may be reserved no less than fifteen (15) days in advance of the event.
- 4.9.3 Please refer to the reservation application form and agreement for facility usage fees and deposits. Terms of the agreement is subject to change at the Board's discretion.
- 4.9.4 The member renting the facility shall arrange for pick-ups and deliveries (if any) to be made the day of the event.
- 4.9.5 The member renting the facility shall be completely responsible for his/her own set-up and clean-up. All clean-ups shall be completed prior to returning the key to the facility. Should any damage occur to the facility, including failure to adequately clean up the area used by the Member, the Association shall have the right to hold a hearing and thereafter assess the Member and to withhold some or all of a deposit to cover any damage to the facility that results from the Member's reservation and/or use of the facility.
- 4.9.6 The member renting the facility hereby warrants that there will be no charge to his/her guests for admission, food, beverages, or entertainment on the premises. Association sponsored events may charge admission or a use fee to recoup expenses.
- 4.9.7 Reservation of any facility does not include the pool facilities. The pool may be used, but other homeowners and guests may not be excluded from the pool

area. No tables, chairs, lights, heating equipment, candles, games, food or any other equipment or use may be made of the pool area by persons renting the clubhouse facility. Although the allowable number of guests may utilize the pool area for swimming or sitting, the pool area cannot be exclusively rented by persons renting the clubhouse. All equipment, tables, chairs, lights, and other party props must be placed and used solely within the clubhouse facility itself and not in the pool area. No unsafe or hazardous materials, no flammable or direct flame items may be used in the clubhouse.

- 4.9.8 Every Member, by their use of any portion of the facilities, accepts the terms of this policy and by such use agrees to be bound thereby. Specifically, any Member utilizing any portion of the facilities agrees to indemnify and defend the Association and/or its agents from any and all claims, damages or liability in connection with such use.

**LENNAR AT HIGHGROVE TOWN CENTER ASSOCIATION
SECTION 5**

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**LENNAR AT HIGHGROVE TOWN CENTER ASSOCIATION
SECTION 6
TENANT RULES AND REGULATIONS**

- 6.1 The Owner shall have the responsibility to acquaint their tenants and guests with the CC&Rs and Rules and Regulations of the Association.
- 6.2 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.
- 6.3 Any rental, lease, or other occupancy of a unit, or portion thereof, for less than a period of thirty (30) consecutive days constitutes an impermissible nonresidential use for transient or hotel purposes in violation of the CC&Rs.

Entering into an oral or written agreement to rent, lease, or use the unit, which on its face or by its terms may provide for an occupancy term of at least thirty (30) consecutive days, but which the Owner knows, or reasonably should know, the renter, lessee, occupant, or user of the unit actually intends to occupy the unit for a term of less than thirty (30) consecutive days, shall be deemed a violation. Additionally, the use of a unit by occupants, other than an Owner, for a period of less than thirty (30) consecutive days, irrespective of the terms of an oral or written agreement, if any, is a violation.

- 6.4 In accordance with article **6.2 of the CC&Rs**, no Dwelling or portion of the Community shall be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, vending or other nonresidential purposes.
- 6.5 In accordance with article **6.1 of the CC&Rs**, Residential Units shall be used for residential purposes only, provided, however, that any Residential Unit may be used incidentally for the purpose of operating a home based small business if, and only if: (a) the business is operated solely within the Residence; (b) the business is limited to arts and crafts, the rendition of professional services, or other similar entities; (c) the business is operated by the Owner whose principal residence is the Residential Unit, by a Lessee whose principal residence is the Residential Unit or by a family member of such Owner or Lessee whose principal residence is the Residential Unit; (d) there is no sales activity conducted within the Association Property, no customers visiting the Residential Unit and no advertising anywhere in the Community; (e) the operation is permitted by and is at all times in compliance with Applicable Laws; and (f) the operation of the business does not result in: (i) the violation of any of the other provisions of this Declaration; (ii) any unreasonable increase in the flow of traffic within the Community; (iii) any unreasonable odor, noise, or vibration outside of the Residential Unit; (iv) any parking problems within the Community; or (v) any other adverse conditions to the Occupants of the individual Condominiums. Notwithstanding the foregoing, nothing contained herein shall be deemed to prohibit any home-based business specifically required to be allowed by Applicable Law.
- 6.6 All rental and lease agreements shall be in writing and shall provide that the terms of such agreement shall be subject in all respects to the provisions of the Association Documents, and that any failure by the tenant or lessee to comply with the terms of the Association Documents shall constitute a default under such agreement.

6.7 All Owners and their lessees and tenants shall comply with the provisions of the CC&Rs, and other terms and provisions set forth in the Association Documents. No Owner shall transfer any membership interest in the Association, except upon the transfer of the unit to which is appurtenant.

**LENNAR AT HIGHGROVE TOWN CENTER ASSOCIATION
SECTION 7
PARKING RULES**

7.1 Parking Rules

- 7.1.1 No street parking within the Community or private streets. Curbside parking along the streets in the Community is prohibited. Parking is allowed only within striped areas. These parking rules are in addition to parking restrictions as outlined in the CC&Rs.
- 7.1.2 Each Owner shall keep in his/her garage readily available for parking of permitted vehicles and shall not store any goods or materials therein, nor use any portion of the garage for a workshop or other use if such storage or use would prevent said Owner from parking the number of vehicles therein for which said garage was originally designed and constructed. **Each garage in the community holds two vehicles and shall be used for said vehicles.**
- 7.1.3 No Owner shall conduct any repairs to any vehicle of any kind whatsoever upon Association Property on his/her Lot, on any public street or elsewhere in the Community, except for emergency repairs thereto and then only to the extent necessary to enable the vehicle to be moved to a proper repair facility.
- 7.1.4 Each of the Resident's garage/driveway spaces must be utilized for parking prior to being issued a permit authorizing Resident to park a vehicle on common area streets or parking spaces. Garaged/driveway vehicles do not require a permit.
- 7.1.5 No parking shall be permitted along any portion of a street designated as a fire lane. Vehicles found parked in a fire lane shall be towed at the Owner's expense without notice.
- 7.1.6 Open exterior parking spaces depicted Exhibit "H" of the CC&Rs are restricted to guest parking only, are unreserved and unassigned, and are available on a strict first-come, first-served basis.
- 7.1.7 Vehicles parked in the Common Area private streets or open spaces longer than 72 hours without moving will be considered stored (as defined by California Vehicle Code) and may be towed at the Owner's expense.
- 7.1.8 Vehicles parked in a shared driveway or in manner which blocks another's access to their driveway or garage may be towed at the Owner's expense. **There shall be no parking within the alleys.**
- 7.1.9 All garage doors shall remain closed at all times, except as reasonably required for entry to and exit from the garage.
- 7.1.10 Owner is responsible for parking violations of tenants and guest(s). Each Owner is responsible for advising the Owner's family, tenants and guest(s) of the parking regulations.
- 7.1.11 EV Charging stations are installed in certain open parking spaces as depicted on **Exhibit "H" of the CC&Rs**. EV Charging open spaces are unreserved and unassigned and available on a strict first-come first-served basis. EV charging open spaces may not be used for parking other than to charge a vehicle. Charging time is limited to two (2) hours. Any vehicle left in an EV charging open space for longer than the permitted time frame that is not being charged is subject to tow at the owner's expense.

7.2 Implementation of current or “potential” Parking Patrol Program:

- 7.2.1 **If the Board deems it necessary**, a safe-listing program and/or parking permits **may be implemented** as determined by the Board of Directors. At such time and upon contracting with a patrol service, the following rules will apply. Safe listing would require a Resident to safe list their vehicle with the patrol vendor within the allotted number of days determined by the Board of Directors. Permits, depending on permit supply, may be limited to each household as approved by the Board and may require renewal on a period basis along with a renewal fee as determined appropriate by the Board of Directors. Homeowners are responsible for obtaining and submitting all requirements of the parking program on behalf of their tenant (see tenant rules).
- 7.2.2 Overnight guest vehicles must be safe listed through the patrol company. Residents will have the right to safe list vehicles up to five (5) times per month. The number of safelist days is subject to change at the discretion of the Board of Directors.
- 7.2.3 All vehicles parked on community streets from 12:00am to 6:00am must obtain a valid “Parking Permit”. Parking permits (if applicable) will be available for purchase at a cost determined by the Board of Directors. The permit fee will cover the cost of the permit program and required garage inspections. Homeowners requesting a permit will have to pay all costs associated with obtaining the permit and provide necessary vehicle registration (vehicle must be registered to an onsite address) and proof of residence documentation.
- 7.2.4 Owners are entitled to a maximum of one (1) parking permit per home (if applicable). Any additional parking permits require written request for Board approval.
- 7.2.5 To be eligible for a permit all vehicles must be registered through the California DMV and fully operational. No stored or inoperable vehicles will be issued a parking permit. Any unauthorized vehicle not allowed to be parked on the private community streets will not be eligible for a permit. The Board of Directors reserves the right to revoke permits if a vehicle remains stored on the private community streets longer than seventy-two (72) consecutive hours in any space.
- 7.2.6 Oversized vehicles that will not fit in the garage; must obtain a parking permit and have a garage inspection performed through the patrol company. Homeowners requiring a garage inspection must provide all required documentation and pay for any costs associated with the garage inspection.
- 7.2.7 All homeowners will be required to renew parking permits on an annual basis in January each year. Homeowners will be responsible for paying any costs associated with obtaining a renewal.
- 7.2.8 The Board may levy a fine for each individual parking violation, traffic violation or vehicle not registered with the patrol company in accordance with the Association’s enforcement and fine policy.

LENNAR AT HIGHGROVE TOWN CENTER ASSOCIATION
SECTION 8
PET RULES

- 8.1 Problems associated with animals, including noise disturbances and defecation should be directed to the Riverside County Department of Animal Services 951-358-7387.
- 8.2 All dogs that are not on their own property must be on a six (6) foot or shorter leash, held by a person who can completely control the dog at all times.
- 8.3 Each Owner shall be responsible for cleaning up any excrement or other unclean or unsanitary condition caused by their animal within their private yards and anywhere in the community.
- 8.4 In all cases, animals may only be kept in accordance with applicable City ordinances and codes, and may not be kept, bred or maintained for any commercial purpose or in unreasonable numbers as determined by the Board or the Board of Directors for a Neighborhood Association, as applicable, from time to time.
- 8.6 Any Owner who claims that an animal constitutes a nuisance shall first direct the complaint to the City of Upland Animal Services.
- 8.7 Every person keeping an animal within or bringing an animal into the Community shall be liable pursuant to the laws of the State of California to any and all persons for any injury to persons or damage to property caused by such animal.
- 8.8 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. No Owner shall keep more than a total of two (2) domestic dogs or two (2) domestic cats, or a combination thereof (but not to exceed two (2) total) within such Owner's Residential Unit. Domestic reptiles, birds, rodents and fish shall be permitted so long as such animals are kept in the interior of a Residence.
- 8.9 Owners are responsible for removing their pet's waste. All pet waste deposited in the common areas shall be promptly removed and disposed of in owners own waste receptacle only or designated pet waste station.
- 8.10 Owners shall always keep their pet(s) off Association maintained landscaped areas including all grass areas for the protection and life of Association property.
- 8.11 These rules are in addition to the animal restrictions in article **6.6 of the CC&Rs**.
- 8.12 Owners shall keep their private patios and yards free and clean of pet waste at all times.

LENNAR AT HIGHGROVE TOWN CENTER ASSOCIATION
SECTION 9.1
SIGNAGE RULES

- 9.1.1 No sign or billboard of any kind shall be displayed to the public view on any portion of the LENNAR AT HIGHGROVE TOWN CENTER ASSOCIATION Property except for signs used by Declarant) in connection with the development of the community and sale or lease of Lots.
- 9.1.2 In accordance with Section 712 and 713 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.
- 9.1.3 All signs shall comply with the City of Upland Municipal Codes regarding signs and any other applicable governmental ordinances.
- 9.1.4 Signs erected in common areas not complying with the rules will be removed by a representative of the Association.
- 9.1.5 All Owners shall comply with the following LENNAR AT HIGHGROVE TOWN CENTER ASSOCIATION HOMEOWNERS ASSOCIATION's "For Sale" and "Open House" Sign Regulations as well as the requirements of Article 6 of the Declaration.

SECTION 9.2 "FOR SALE" SIGN REGULATIONS

Article 6 of the Declaration and California Civil Code Regulations all signs in LENNAR AT HIGHGROVE TOWN CENTER 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.

- 9.2.1 Residents (or their agents) wishing to advertise "For Sale" for purposes of selling their property must use a standard sign with restrictions on type, design, location, and quantity.
- 9.2.2 The total sign area shall be contained within a 24" x 18" area. The top of the sign should be no more than three (3) feet above ground level.
- 9.2.3 The sign must be professionally prepared on weather-resistant material.
- 9.2.4 Only one sign is permitted per dwelling unit. Brochure boxes, attached riders, sold signs, flags, banners, balloons and promotional paraphernalia are prohibited. Additionally, only the brokerage firm name or "For Sale by Owner" with the owner's or agent's address & phone number may be included on the sign.
- 9.2.5 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.
- 9.2.6 Signs are not permitted on LENNAR AT HIGHGROVE TOWN CENTER ASSOCIATION HOMEOWNERS ASSOCIATION property except that one sign that complies with these Rules & Regulations may be placed in the common area landscape directly outside of the unit so long as it does not impede traffic, cause a safety concern, or damage any common area. Also, a maximum of one "Open House" directional sign is permitted. However, in no case may there be more than one "Open House" directional sign per corner.
- 9.2.7 Developer is exempt from these restrictions during the entire sales phase.
- 9.2.8 Property owners who fail to comply with this policy will be subject to enforcement in accordance with the Enforcement Policy.

LENNAR AT HIGHGROVE TOWN CENTER ASSOCIATION
SECTION 9.3
"OPEN HOUSE" SIGNAGE ON COMMON AREAS

Article 6 of the Declaration and California Civil Code Regulations *all signs in LENNAR AT HIGHGROVE TOWN CENTER 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.*

- 9.3.1 Residents (or their agents) wishing to advertise "Open House" for purposes of selling their property must use a standard sign with restrictions on type, location, and quantity.
- 9.3.2 The total sign area shall be contained within a 24" x 18" area.
- 9.3.3 The Owner of the sign shall identify the sign as his/hers with their initials in an area no larger than 2" x 3".
- 9.3.4 A maximum of one sign (in total) may be placed within the community.
- 9.3.5 Signs may not remain on common areas overnight.
- 9.3.6 Brochure boxes, attached riders, flags, banners, balloons and promotional paraphernalia are prohibited. Additionally, only "Open House" and a directional arrow may be included on the sign.
- 9.3.7 "Open House" signage may be posted on Saturdays and Sundays only and at a frequency of two weekends per month maximum.
- 9.3.8 The Owner of the property for sale is solely responsible for adherence to these and all other LENNAR AT HIGHGROVE TOWN CENTER ASSOCIATION HOMEOWNERS ASSOCIATION Rules and policies.
- 9.3.9 Property owners who fail to comply with this policy will be subject to enforcement in accordance with the Violation Enforcement Policy.
- 9.3.10 All open house signs shall be displayed in the unit window only.

**LENNAR AT HIGHGROVE TOWN CENTER ASSOCIATION
SECTION 10
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 adheres to the following:

Contractors must comply with the Association's hours to perform work:

7:00 AM – 6:00 PM (or dusk) Monday through Friday

8:00 AM – 5:00 PM Saturday

No construction is permitted on Sundays or Federal Holidays as follows: New Year's Day, Labor Day, Memorial Day, Thanksgiving Day, Independence Day, Christmas Day, Easter.

- 10.1 Contractor shall abide by all traffic safety rules and signs, posted and otherwise. The Association is a family community – watch for children playing.
- 10.2 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.
- 10.3 Contractors shall not leave vehicles, equipment, trash, construction debris or material on streets overnight.
- 10.4 Contractors shall adhere to all Local Ordinances in the performance of work.
- 10.5 Portable toilets shall be kept in a safe and sanitary condition. All portable toilets must be kept on the unit driveway only. No placement in the street or common area is allowed.
- 10.6 Contractors will not place any trash dumpsters on any Association Property, public street or sidewalk areas or driveways. Contractors must remove trash daily.
- 10.7 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 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.
- 10.8 Unpackaged material, such as sand or soil, may not be unloaded in the street. Stockpiling in the street is prohibited.
- 10.9 No construction equipment, materials, debris or trash shall be allowed to accumulate or be stored on the properties.
- 10.10 Contractors shall not bring or use alcohol or recreational drugs on site.
- 10.11 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.
- 10.12 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.

- 10.13 All construction activity must comply with local governmental codes/permits as well as plans approved by the Association's DRC.
- 10.14 At the end of the workday, 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 prohibited.
- 10.15 Contractors shall not play radios or other musical appliances so that the sound extends to other units. Contractors shall minimize noise impacts from generators or other construction equipment.
- 10.16 Contractors must perform work in accordance with Best Management Practices and the Water Quality Management Plan (i.e., Erosion and sediment controls must be in place. Washing must be confined to the yard area. Materials may NOT be discharged into the storm drain). Refer to section 13 for additional information.
- 10.17 No sign, poster, billboard, advertising device, or other display of any kind shall be displayed so as to be visible from outside the Properties without the prior written consent of the DRC. Contractors performing work on the individual Lots may not post their company's sign upon the Owner's yard. No sign shall be placed by any Resident on an Association maintained fence, on the building, front yard or in a window.
- 10.18 The contracting homeowner will be held responsible for any and all damage to the pavers in the shared alleys caused by contractors or homeowners.

LENNAR AT HIGHGROVE TOWN CENTER ASSOCIATION
SECTION 11
HOLIDAY DECORATIONS

- 11.1 Acceptable Timeframe. The acceptable timeframe for holiday decorations on holidays is four (4) weeks before the holiday and must be removed within two (2) weeks after the holiday. Decorations may be hung four (4) times per year and may not be consecutive.
- 11.2 Location. No Owner may place or adhere holiday decorations on Association Property structures or landscape.
- 11.3 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.

**LENNAR AT HIGHGROVE TOWN CENTER ASSOCIATION
SECTION 12
NEIGHBOR TO NEIGHBOR DISPUTE POLICY**

This Neighbor-to-Neighbor Dispute Policy is not intended to be construed as an attempt to relieve the Association or the Board of Directors from any of its duties under the Declaration of Covenants, Conditions and Restrictions for Lennar at Highgrove Town Center Association or any other Governing Documents of the Association. This Policy only establishes a prerequisite to Association involvement in certain, limited, "Neighbor-to-Neighbor Disputes".

DEFINITIONS

"Neighbor-to-Neighbor Dispute" shall mean a dispute or complaint(s) lodged by one Owner against another Owner which, in the Board's sole discretion, does not impact the Association Property.

"ADR", shall mean Alternative Dispute Resolution; specifically, mediation or arbitration.

"Written Certification" shall mean a letter signed by the disputing parties, certifying that one party requested the other party to submit the dispute to ADR and, either ADR was completed, or the other party refused to submit the dispute to ADR.

POLICY TERMS

- 12.1 When a dispute or complaint is brought to the attention of the Board regarding interpretation of rights under, or enforcement of, the governing documents, the Board shall, at its next scheduled meeting, discuss the complaint or dispute and make a reasonable business judgment decision based upon the particular facts as to whether or not it constitutes a Neighbor-to-Neighbor Dispute.
- 12.2 If the Board finds that the complaint or dispute constitutes a Neighbor-to-Neighbor Dispute, it shall notify the parties of the Neighbor-to-Neighbor Dispute of its decision.
- 12.3 The parties to the Neighbor-to-Neighbor Dispute shall be required to attempt to submit their dispute to ADR prior to seeking association involvement in resolving the dispute. This may be accomplished by complaining party serving the other (responding) party(ies) with a Request for Resolution in accordance with California Civil Code.
- 12.4 Upon receiving Written Certification that the parties first attempted to resolve the Neighbor-to-Neighbor Dispute through ADR, the Board shall determine whether a violation of the Declaration or governing documents exists which requires Association action, whether Association enforcement is required under the particular circumstances and, if so, the action to be taken in accordance with Association Notice and Hearing procedures.

THIS POLICY SHALL BE INAPPLICABLE TO ANY COMPLAINTS OTHER THAN NEIGHBOR-TO-NEIGHBOR DISPUTES.

**LENNAR AT HIGHGROVE TOWN CENTER ASSOCIATION
SECTION 13
STORM DRAIN WATER RUN-OFF POLICY**

- 13.1 To comply with the requirements of the Governmental Agencies and the Storm Water Agreement in connection with the storm water pollution prevention Best Management Practices, each Owner and the Association agree that they will, at all times, maintain all Improvements located within a Residential Unit, or in the case of the Association, within the Association Property, in a clean, safe and attractive condition, free and clear of any and all debris and in accordance with the Storm Water Agreement and any agreements that are recorded or may be recorded against the Community. All landscaping shall be maintained by an Owner in a manner that will prevent soil erosion and minimize sediment transport. To the extent that the Declarant has installed any erosion protection devices (e.g., sandbags) an Owner shall not remove such devices unless and until all landscaping has been installed and has been sufficiently grown so as to prevent soil erosion and transport of any sediment. All trash receptacles within Owner's Residential Unit shall be closed at all times except when disposing of trash. The Association and the Owners shall comply with the Storm Water Agreement and all applicable Best Management Practices and perform all maintenance that may be imposed by any water quality management plan that may affect the Property. The costs of the Association's portion of such maintenance, if any, shall be treated as a Common Expense. "Best Management Practices" means all best management practices imposed from time to time by Applicable Laws or Governmental Agencies, including without limitation, pollution control practices or devices, erosion control to prevent silt runoff during construction, general housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices or devices to prevent or reduce the discharge of pollutants to stormwater, receiving water or stormwater conveyance system to the maximum extent practicable.
- 13.2 So long as Declarant owns any Condominium, if an Owner or the Association is not in compliance with the provisions of this Section and, as a result, Declarant may incur any liability, Declarant shall have the right but not the obligation to enter upon the Residential Unit to correct such violation. Any Owner who violates the requirements of this Section, and the Association to the extent the Association violates the requirements of this Section, shall indemnify, protect, defend and hold Declarant and Declarant's officers, directors, successors and assigns entirely free and harmless from and against any liabilities, penalties, costs, expenses and actions, including, without limitation, attorneys' fees and costs arising from or attributed to a violation of the provisions of this Section and shall within fifteen (15) days after request from Declarant, reimburse Declarant for any costs and expenses incurred by Declarant in correcting any violation by any Owner or the Association of this Section.
- 13.3 Any fines assessed by a City, County or government agency that are assessed as result of acts by an Owner or their guest(s) will be passed along to the Owner in the form of a "Special Assessment" or "Compliance Assessment".
- 13.4 Any assessment related to storm drain violations and collection thereof will be subject to the Delinquency Policy of the Association.

**LENNAR AT HIGHGROVE TOWN CENTER ASSOCIATION HOMEOWNERS' ASSOCIATION
SECTION 14
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.

14.1 (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.

14.2 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.

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

14.4 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 principle 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.

**LENNAR AT HIGHGROVE TOWN CENTER ASSOCIATION
SECTION 15
ENFORCEMENT POLICY**

Discovery of Violation

- 15.1 Any violation that is an alleged violation of the Association's governing documents or Rules and Regulations will be processed according to the procedure outlined herein.
- 15.2 All violations reported by individual homeowners must meet the following criteria:
- 1) Violation report must be in writing utilizing the violation report form.
 - 2) Party making complaint (no anonymous complaints) must sign violation report.
 - 3) Violation report must identify individual in alleged violation either by name or address. Physical descriptions are not sufficient for identification of individuals. Automobile descriptions and or license plate numbers are also not sufficient for identification of individual in violation.
- 15.3 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) At such hearing the Member so charged shall have the right to present oral and/or written evidence and confront and cross-examine witnesses. (Request to confront and cross-examine witnesses must be received by the Association in writing at least seven (7) calendar days prior to the hearing date.)
 - 4) Hearings will not be rescheduled at the convenience of the Member in alleged violation. Members who do not choose to attend the hearing may submit written evidence for Board consideration.
 - 5) 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 LENNAR AT HIGHGROVE TOWN CENTER ASSOCIATION 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 or condominium; (d) temporarily suspend rights to use any common recreational amenities located in LENNAR AT HIGHGROVE TOWN CENTER ASSOCIATION; (e) enter upon a unit to monitor and enforce compliance; (f) record a notice of noncompliance; or (g) a combination thereof.
 - 6) If the decision is to pursue a monetary fine system, the Association's Fine Schedule will apply.
- 15.4 Notwithstanding the above, for more serious violations, which are within the sole discretion of the Board to decide, the matter may be immediately set for a hearing, and the matter may be referred to the Association's attorney for more immediate pursuit of appropriate legal action.

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

**LENNAR AT HIGHGROVE TOWN CENTER ASSOCIATION HOMEOWNERS' ASSOCIATION
RULE VIOLATION REPORT**

Before the Association will pursue violations that cannot be viewed during an inspection of the Community (i.e., noise nuisance, garage storage, etc.), two Owners representing two separate Lots or Condominiums must first register their complaint with the applicable public agency and then submit their complaint to the Association.

Please be as specific as possible to allow the Board to expedite the process in a timely manner. All alleged violations will be evaluated to ensure they are considered an infraction as defined by the Association's legal documents. PLEASE NOTE THAT THIS REPORT MAY NOT BE KEPT CONFIDENTIAL AND MAY BE PROVIDED TO THE ALLEGED VIOLATING OWNER.

REPORT FILED BY:

Name: _____	Name: _____
Address: _____	Address: _____
Phone: _____ Date: _____	Phone: _____ Date: _____
Signature: _____	Signature: _____

VIOLATION INFORMATION:

Name: _____ **Address:** _____ **Phone:** _____
(Alleged Violator's Name) (If known)

Description of alleged violation: _____

(If additional space is needed, please use reverse side of form.)

Dates and times alleged violation occurred. _____

How often does the alleged violation occur? _____

LENNAR AT HIGHGROVE TOWN CENTER ASSOCIATION HOMEOWNERS' ASSOCIATION
SECTION 16
FINE SCHEDULE

16.1 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 \$50.00 fine following the first hearing, a \$100 fine following the second hearing, and a \$200 fine following every hearing thereafter.
- b) Violations for commencing construction without obtaining DRC approval, the homeowner will be called to a hearing before the Board and assessed a fine at the Board's discretion.
- c) For rental, lease or occupancy violations, including, but not limited to, those which are less than thirty (30) days, transient or hoteling purposes, a fine of \$1,000 will be applied **per occurrence** after the first hearing, a \$2,000 fine **per occurrence** following the second hearing, and a \$4,000 fine **per occurrence** following every hearing thereafter.
- d) For tree topping and any other intentional damage to common area, a fine of \$2,500.00 will be applied.
- e) For all other violations, a fine of \$100.00 may be assessed to the homeowner's account following the first hearing, and doubled following each hearing thereafter.

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

16.3 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 LENNAR AT HIGHGROVE TOWN CENTER 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.

**LENNAR AT HIGHGROVE TOWN CENTER ASSOCIATION
SECTION 17
ELECTION RULES AND PROCEDURES**

- 17.1 **Application of Rules:** These rules shall apply to any meeting of the membership or solicitation of membership approval by a ballot vote (i) regarding matters specified in California Civil Code Section 5100(a), and (ii) any other matter unless the Association's Board of Directors has elected to conduct such vote or solicit such member approval for such other matter in accordance with California Corporations Code Section 7513, in which case the provisions of (A) Corporations Code Section 7513, (B) the Association's Bylaws, and (C) other applicable provisions of the California Corporations Code will apply to the exclusion of these Election Rules and Procedures. The Election Rules contained herein are intended to be in compliance with Civil Code Section 5100 et seq., and should be interpreted as such.
- 17.2 **Membership Voting:** Pursuant to the Association's governing documents, the Association has the following voting classes:
- (a) **Class A Members.** Class A Members are all Owners, with the exception of Declarant (until the conversion of Declarant's Class B membership to a Class A membership as provided in the CC&Rs) and shall be entitled to one (1) vote per director seat up for election, for each Residential Lot owned. When more than one (1) person holds an interest in any Residential Lot, all such persons shall be Members. The vote for such Residential Lot shall be exercised as they among themselves determine with respect to such Residential Lot.
- (b) **Class B Members.** Class B Member(s) shall be Declarant, who shall be entitled to three (3) votes for each Residential Lot owned by Declarant in a Phase for which assessments have commenced. The Class B membership shall cease and be converted to Class A membership as described in the CC&Rs.
- 17.3 **Record Dates:** In the absence of a specific resolution of the Board for any given election, the record date for determining the right of a Member to receive notice and to vote shall be the date that ballots are distributed and shall include all separate interests reflected in the Association membership list as of such record date. Members may verify and update their individual information contained in the Association's records anytime up to the date ballots are distributed and are encouraged to review their personal information by the deadline set for submitting nominations of candidates to ensure Members review their personal information at least thirty (30) days before the ballots are mailed. The voter list shall include for each separate interest: (1) name; (2) voting power; (3) the separate interest address, parcel number or both; and (4) the mailing address, if different. The voting period shall start when ballots are distributed and shall close when the ballots are counted. The polls shall close for any Member vote as specified in the ballot materials or as determined by the Inspector(s) of Election at any Member meeting.
- 17.4 **Qualifications of Candidacy on the Board:** Except for the first Directors appointed by the Declarant, the Board shall consist only of qualified Members.
- 17.4.1 **Candidate Qualifications:** Concurrent with the First Membership Meeting, the Board shall be expanded to include five (5) Directors. At the First Membership Election, the Declarant shall designate a majority of the Board and the remaining Directors shall be elected by the Class A Members (excluding Declarant). The Directors appointed by Declarant shall serve for a term of three (3) years and the Director(s) elected by the Class A Members shall serve for a term of two (2) years. After the expiration of the initial terms, all Directors' terms shall be two (2)

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

- (A) The Candidate must be an Owner or an agent of the Declarant as long as Declarant owns any property within the Community. If title to a separate interest is held by a legal entity, such entity may appoint a natural person to serve or vote on such entity's behalf by delivering evidence of an appropriate written appointment to the Association;
- (B) The Candidate must be current in the payment of all regular and special assessments. For the purposes of these election rules, "current" means no regular or special assessment is past due by more than thirty (30) days, or such period of time as is specifically defined in the Association's collection policy;
- (C) The Candidate may not hold a joint ownership interest in the same separate interest as any other candidate or incumbent director; and
- (D) The Candidate is not eligible to run if the Association is aware or becomes aware of a past criminal conviction that would, if the Candidate were elected, either prevent the Association from purchasing the fidelity bond coverage required by Civil Code §5806 or terminate the Association's existing fidelity bond coverage.

17.4.2 **Director Requirements**: Except for Directors appointed by the Declarant, the Board, by a majority vote of the Directors who meet all of the required qualifications to be Directors, may declare vacant the office of any Director who fits into any of the following categories:

- a. The Director does any of the following:
 - i. Fails to attend three (3) consecutive regularly scheduled meetings of the Board or fails to attend more than six (6) meetings of the Board, regular or special, within any twelve (12) month period;
 - ii. Fails to comply with a duly approved action of the Board;
 - iii. Fails to comply with the Association's governing documents, having been provided proper notice and received a due process hearing at which the Board determines that a violation exists; or
 - iv. Fails to be current in the payment of all regular and special assessments.
- b. The Director engages in any of the following types of behavior:
 - i. Receives any type of monetary gain, or other gain such as services, products, gifts or gratuities of a significant value, which have been provided in relation to a Director's service on the Board, and which is not disclosed. Disclosure must take place at an open meeting of the Board and be recorded in the minutes. Compensation for services duly approved by the Board and unrelated to duties as a Director or officer of the Association, or reimbursement of expenses associated with service to the Community do not constitute unethical or detrimental behavior and are permissible;
 - ii. Takes any action considered to be grossly detrimental to the general safety, health and welfare of the Community and its Members; or
 - iii. Addresses fellow Directors with abusive language in such a manner that causes distress and emotional harm. Abusive language is any language

which causes humiliation or intimidation, or inflicts ridicule, coercion, threats or mental abuse, or other language of a punitive nature, or language which is prejudicial or grossly profane.

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

17.6 **Solicitation Materials:** Every Candidate and Member shall have equal access to the Association mailings, newsletters, and website during a campaign, if any such access is provided, for the publication of viewpoints reasonably related to any issue presented for membership vote.

17.6.1 **Content:** The Association does not edit or redact any content provided by a Candidate or Member. The Candidate or Member creating such content, and not the Association, is responsible for any published statement.

17.6.2 **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 any other limitations adopted by the Board for any particular matter, each Candidate and/or Member shall be limited to no more than two-hundred (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.

17.7 **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.

17.8 **Ballot Distribution:** A ballot shall be distributed to every Member reflected in the Association membership list on the date that ballots are distributed. Replacement ballots will be provided upon request to anyone who was a Member as of the date when ballots were distributed. The Association shall not deny a ballot to a person with general power of attorney for a Member. A ballot submitted by a person with general power of attorney for a Member, if valid and returned by the applicable deadline, shall be counted by the Association. At least thirty (30) days prior to any election, the Inspector(s) of Election shall deliver or cause to be delivered: (1) a ballot to each Member reflected on the voting list; and (2) a copy of these election rules. Delivery of these election rules may be accomplished by posting them on an internet website and including on the ballot the corresponding internet website address together with, in at least 12-point font, the phrase: "The rules governing this election may be found here:".

17.9 **Proxies:** At all meetings of Members each Member may be present in person or by a representative, known as a proxy, duly authorized by an instrument in writing, executed by such Member and filed with the Secretary of the Association prior to the meeting to which it is applicable. Proxies shall specify the person or persons authorized to exercise the proxy and the length of time the proxy will be valid. Any proxy distributed by any person to the membership shall afford the opportunity to specify a choice between approval or

disapproval between each matter or group of matters to be acted upon, and where the Member specifies a choice, the vote shall be cast in accordance with that choice. All proxies shall be revocable at any time by written notice to the Secretary of the Association or by attendance in person by such Member at the meeting for which such proxy was given and all proxies shall automatically cease when the ownership interest or interests of the Member entitling such Member to membership in the Association ceases. In any event, no proxy shall be valid after the expiration of eleven (11) months from the date of the proxy, unless otherwise provided in the proxy, except that the maximum term of any proxy shall be three (3) years from the date of execution.

- 17.10 **Inspector(s) of Election:** Prior to the presentation of any issue to the Members for a membership vote, the Board may appoint one (1) or three (3) Inspector(s) of Election. In the absence of a specific appointment by the Board, or in the event that an appointed Inspector is unable or unwilling to serve, then the Members in attendance at any duly held meeting of the Members at which a quorum is present may elect an Inspector or Inspectors to serve.

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

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

In the absence of a more specific determination by the Inspector(s) of Election, the Association's management company shall prepare and retain the association election materials (i.e., the candidate registration list, voter list, ballots, signed voter envelopes, and any proxies) for a period of three (3) years following any election.

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

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

**LENNAR AT HIGHGROVE TOWN CENTER ASSOCIATION
SECTION 18
PRIVACY POLICY**

- 18.1 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.**
- 18.2 **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.
- 18.3 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.

**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.**