

Flora Park Community Association

Approved Community Handbook

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INTRODUCTION

Welcome to Flora Park!

Flora Park (the "Community" or "Flora Park") is a Condominium Community containing single family detached and attached Condominiums. The Flora Park Community Association ("Association") created this Community Handbook. Inside, Homeowners will find practical rules, regulations and Guidelines that are intended to help foster a harmonious, enjoyable and safe environment for all Flora Park Residents.

This Community Handbook details basic Guidelines that, if observed, ensure that the structures and grounds of Flora Park Community Association 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 Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Ovation at Flora Park ("Declaration" or "CC&R's") and the Association's Articles of Incorporation and Bylaws. The Board of Directors has the power to revise the rules, regulations, Guidelines, policies and procedures set forth in this Community Handbook from time to time. If a Homeowner would like to contribute suggestions for this Community Handbook, they are to be submitted to the Property Management Company for consideration by the Board.

Homeowners are to read this Community Handbook carefully, and be sure family, guests and tenants fully understand and follow the rules, regulations and Guidelines set forth below. For any questions, please contact the Property Management Company:

PRIME ASSOCIATION SERVICES

Onsite Office

10870 Luna Court
Cypress, CA 90720
800-706-7838 Office
800-706-7858 Fax

In this Community Handbook, there are 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.

FLORA PARK COMMUNITY ASSOCIATION

The purpose of the Association is to operate, manage and maintain the Community for the benefit of the Owners. General rules of good conduct should be observed at all times. The following are General Guidelines Homeowners, their tenants and guests must observe at Flora Park.

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 a Homeowner or Resident is interested in becoming involved in the Association, they are to contact the Property Management Company.

Residents of the Association are encouraged to work together to build a harmonious Community. If disputes between individual Owners should arise, the parties are encouraged to try to resolve them on their own.

To report problems related to the Association Property (i.e., street problems, water line break, etc.); please contact the Property Management Company.

COMMUNICATION

Flora Park Community Association is a unique environment that calls for mutual cooperation, common sense and consideration of neighbors. To facilitate harmony within the project, all Residents and their guests must comply with the rules and Guidelines set forth in this Community Handbook and the Governing Documents. The Association welcomes communication from its members. Please feel free to call or write to the Property Management Company to discuss any questions or issues.

MAINTENANCE AND INSPECTION OBLIGATIONS

Both Owners and the Association have 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 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 are held to be invalid, the remainder of the provisions shall remain in full force and effect.

Flora Park Community Association

COMMUNITY GUIDELINES

COMMUNITY GUIDELINES

INTRODUCTION

The Community Guidelines established for Flora Park Community Association are intended to foster an environment of neighborliness, consideration, and cooperation. These Community Guidelines constitute Association Rules and Regulations contemplated by the Declaration. All Owners, Residents and their guests are required to follow these Community Guidelines as a means of acting on behalf of the greater good of the Community and its well-being. The Board has adopted these Community Guidelines, set forth below, in addition to the provisions of the Declaration and the Bylaws. In the event of any conflict between these Community Guidelines 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, without limitation, Private Streets, Motor Courts, parking areas, Community Walls, pedestrian and access gates, entry facilities, walkways, landscaping and irrigation systems, storm drain facilities, catch basins, the Clubhouse, sewer, bocce ball and pickleball courts, swimming pool and spas, street lights, motorized gates and operators, Clubhouse furniture/equipment, BBQ's, and mailboxes.

ENFORCEMENT OF GOVERNING DOCUMENTS

If there is a violation of the Association's Governing Documents, including these Community Guidelines or Architectural Guidelines, then a member may submit a Rules and Violation Report to the Property Management Company, describing the violation at hand, the address of the violator, and all other pertinent information, including their own information. If a Homeowner would like to report a violation, he/she is to complete a Rules and Violation Report Form and submit it to the Property Management Company. A copy of a Rules and Violation Report can be found in the "Forms" Section of this Community Handbook. No member complaint can be acted upon unless there is supporting documentation (i.e., a written complaint).

GENERAL RULES

It cannot be stressed enough that all Owners and Residents be thoughtful and considerate of their neighbors. General rules of good conduct should be observed at all times. The following are General Guidelines Owners and Residents must observe at Flora Park:

1. Window coverings must be of a conventional variety. No Owner or other Resident of the Community may apply paint, foil, film, or other reflective material to the glass portion of any window in the Residence. This Section shall not be interpreted to prohibit the installation of blinds, shutters, curtains and similar indoor window coverings. Pending installation of permanent window coverings, Owners may cover windows with white sheets or temporary window coverings up to ninety (90) days after the Close of Escrow. Article 2, Section 2.23.4 of the CC&R's.
2. Permanently installed athletic equipment, including freestanding basketball standards, backboards attached to a Residence or any other Improvement on a Lot, soccer goals, hockey goals, skate ramps or other such Improvements require Pre-approval from the Design Review Committee (DRC). However, portable athletic equipment (i.e., movable basketball standards, soccer goals, hockey goals and skate ramps, etc.) may be used in yards or driveways or in other areas authorized by the Board, but when not in use they must be brought indoors or stored out of the view of other Units or Association Property.
3. Clotheslines and drying racks meeting the definitions in California Civil Code Sections 4753 may be placed in the rear yards of the Units. No clothing or household fabrics shall be hung, aired or dried in any way that can be visible from any other Unit or in view of the Association Property. Article 2, Section 2.23.2 of the CC&R's.

4. Homeowners are asked to 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 (other than security devices used exclusively for security purposes).
5. Owners will be responsible for, and bear all costs of repairs and/or replacement for, any damage to the Association Property if it is determined that the damage was caused by the Owner, its lessees, guests, employees or contractors.
6. Owners and Residents shall not borrow or remove any equipment or property belonging to the Association.
7. All Owners are prohibited from distributing or causing to be distributed any advertising, pamphlet, free newspaper or any other printed matter on or in any portion of the property or Resident cars. This includes door-to-door solicitation, electioneering, etc. Owners shall not permit their families, employees, agents, visitors, licensees to solicit. §4515. Assembly for Political Purposes, shall be permitted by all applicable City and County ordinances and zoning regulations.

ANIMALS

1. A Resident may keep and maintain in his/her Unit domesticated pets such as dogs, and/or cats, not to exceed two (2) in number (i.e., two dogs or two cats or one dog and one cat in a Unit). Except as provided here, no animals, livestock, birds or poultry shall be in any Home. Article 2, Section 2.20 of the CC&R's.
2. Small household pets including fish and caged birds may be kept in reasonable numbers so long as there is no external evidence of their presence in the Community.
3. All dogs, regardless of size or weight, must be maintained on a leash when outside of a Unit and held by a person capable of controlling the animal.
4. All pets must be kept within an enclosure or an enclosed yard.
5. No pet may be tethered outside a Residence.
6. Local municipal ordinances regarding leash laws will be strictly enforced.
7. Each Resident is responsible for immediately removing defecation of his or her dog, cat, or other animal from the property of the Association.
8. Pets are not permitted to bark or create a disturbance that is a nuisance and bothersome to other Residents, whether or not the pet is inside or outside the Home.
9. Each Owner will be held responsible for any damage to the Association property due to his/her, guest's or tenant's pet(s). In addition, each Owner will be responsible for any damage to the property of another due to his or her guests or tenant's pet(s), either by financial reimbursement or corrective action to be determined by the Board of Directors.
10. The Association shall have the right to prohibit any animal that in the Board's sole discretion, is determined to constitute a nuisance.
11. Dogs are not permitted in The Clubhouse Facility at any time.
12. Any dog that satisfies the definition of "vicious dog" under the Potentially Dangerous and Vicious Dogs Law in California Food and Agriculture may not be brought or kept in the Community.

COMMERCIAL ACTIVITY

No business, commercial, manufacturing, mercantile, storage, vending or industrial operations of any kind shall be conducted in or upon any Home or the Association Property. This provision does not include construction of the Community by the developer or other authorized subcontractors. This provision is not meant to preclude an Owner from maintaining a Home office and conducting business activities. In addition to the requirements of Section 2.15 of the CC&R's, the business or activity must be consistent with the requirements for the project (i.e., residential use) and meet the following criteria:

1. There is no external evidence of the activity or business;
2. The activity or business is conducted in conformance with all applicable government ordinances;
3. The business or activity does *not* increase the liability or casualty insurance obligation or premium of the Association;
4. The patrons or clientele of such activities do not visit the Home or park automobiles or other vehicles within the Association;
5. The existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside of the boundaries of the Home; and
6. The activity or business is consistent with the residential character of the Community and otherwise conforms to the Governing Documents.

HOLIDAY DECORATIONS

1. Holiday decorations are permitted on Homes; however, decorations of any type are not permitted in the Association's Property. Decorations found in the Association's Property will be removed at Owner's expense.
2. Outdoor holiday decorations, or indoor holiday decorations that are visible from outside, shall be displayed for a reasonable period of time prior to the date of the holiday, but they shall be removed no later than fourteen (14) days after the date of the holiday, unless prior written authorization has been granted by the Board to remove them at a later date. (weather permitting), Article 2 Section 2.23.5 of the CC&R's.
3. Owners should be considerate of neighbors when decorating for holidays.

MAINTENANCE BY OWNER

Each Owner shall maintain the Owner's entire Unit and the Residence and all other Improvements thereon (except for any Association Maintenance Areas to be maintained by the Association or Improvements that are designated for maintenance by a local government agency or utility provider) in a clean, safe, sanitary and attractive condition and as directed in the Governing Documents and all applicable Maintenance Guidelines. Each Owner shall immediately notify the Association of any dangerous, defective or other condition which could cause injury to persons or damage to property in such Owner's Home, the Units of other Owners, and Common Property. The Owners of Duet Residences shall be subject to the additional maintenance requirements set forth in Section 2.1 and 2.2 of the CC&R's. All Owners are subject to the following maintenance requirements for certain Owner-maintained Improvements:

1. **Landscaping.** All Owner-maintained landscaping shall be properly maintained, evenly cut and edged, and free of bare or brown spots, debris and weeds above the level of the lawn. All trees and shrubs shall be trimmed so they do not impede pedestrian traffic and root-pruned to prevent root damage to sidewalks, driveways and structures.

2. **Residence Exterior Maintenance.** Owners of Homes are solely responsible for the maintenance of the exterior and all components of the Residence, and Owners of Duet Residences shall be jointly responsible with the Owner of the adjoining Duet Residence for certain maintenance specified in Section 2.2 of the CC&R's, which requirements are in addition to not in lieu of, the requirements of this Section 2.1. Each Owner shall regularly inspect the Improvements on the Home for wood-destroying pests, and if such pests are found, the Owner shall be responsible for the costs of eradication and future prevention.
3. **Residence Maintenance for Duet Residences.** Owners of Residences that are Duet Residences shall cooperate with the neighboring Owner in the same building to perform the attached Residence maintenance requirements described in Section 2.2 of the CC&R's.
4. **Party Walls.** To the extent not inconsistent with the provisions of this Section, California Civil Code Section 841 and the general rules of law regarding Party Walls and liability for contribution and liability for property damage due to negligence or willful acts or omissions shall apply.
5. **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a Party Wall shall be shared equally by the Owners of the Homes separated by such Party Wall. However, each Owner shall be solely responsible for repainting or refinishing the side of any Party Wall facing the Owner's Home. No Owner may place any personal property (i.e., flower pots, wet towels, laundry, rugs, athletic equipment, other personal or household items, etc.) on or over a Party Wall.
6. **Destruction by Fire or Other Casualty.** If a Party Wall is destroyed or damaged by fire or other casualty, any Owner whose Home is affected thereby may restore it, and the Owner of the other Home affected thereby shall contribute equally to the cost of restoration thereof, without prejudice. However, such an Owner may call for a larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions...
7. **Weatherproofing.** Notwithstanding any other provision of Article of the CC&R's, an Owner who by his/her negligence or willful act causes a Party Wall to be exposed to the elements, to deteriorate, or to require repair or replacement shall bear the whole cost of furnishing the necessary protection against such elements or the necessary repairs or replacement.
8. **Community Walls.** No Owner may modify or remove any portions of any Community Wall, wherever located, without the prior written consent of the DRC. Any Owner who is found to be responsible for damaging a Community Wall shall be responsible for the cost of its repair, and the Association may levy a Special Assessment on the Owner for this purpose. The Owner of any Home which is enclosed by a wood, block, vinyl or stucco portion of a Community Wall is responsible for maintaining the Residence-facing surface of the Community Wall. No Owner may place any personal property (i.e., flower pots, wet towels, laundry, rugs, athletic equipment, personal or household items, etc.) on or over a Community Wall.
9. **Fire Sprinklers.** The Residences are equipped with fire sprinkler systems. Each Owner shall maintain the fire sprinkler system within their Residence in accordance with the Maintenance Guidelines. Owners must keep sources of direct heat away from fire sprinklers. Owners should repair any leaking or malfunctioning fire sprinklers immediately to avoid damage to their Residence.
10. **Carbon Monoxide Detectors/Smoke Detectors/Fire-Life Safety Systems.** Fire-life Safety Systems installed in the Condominiums may include carbon monoxide detectors, smoke detectors and fire sprinklers, among other Improvements. Owners are responsible for maintaining the carbon monoxide detectors and smoke detectors and ensuring that they are kept in working order. Owners shall not interfere with or disable the function of the sprinkler heads, pipes, pressure gauges, carbon monoxide detectors, smoke detectors or any other portion of the fire-life-safety system. By acceptance of a deed to a Condominium, each Owner acknowledges that Declarant is not responsible for any damage to the Owner's Condominium or to the Common Property to the extent caused by an Owner's failure to maintain the carbon monoxide or smoke detectors or interference with the operation of the sprinkler heads, pipes or pressure gauges, or any other portion of the fire-life safety system.

11. **Lighting on Residence Exteriors.** Each Owner is solely responsible for maintaining the Exterior Lighting Fixtures located on Owner's Home, as applicable. Owners acknowledge that the Exterior Lighting Fixtures are connected to the electrical meter for the Residence and that the electricity needed to operate the Exterior Lighting Fixtures is supplied by the Owner's Home.
12. **Other Responsibilities.** Each Owner whose Home utilizes a sewer system lateral is responsible for the maintenance and repair of the portion of the lateral lying in the boundaries of the Unit.

PARKING AND VEHICLE RESTRICTIONS

1. **Restricted Vehicles.** No Restricted Vehicle may be parked, stored or kept in the Community except for periods of two (2) hours or less in any twenty-four (24) hour period during loading, unloading, or emergency repairs. However, a Resident may park a Restricted Vehicle in the garage as long as the garage door is kept closed and the presence of the Restricted Vehicle does not prevent the Owner from parking the Owner's other Authorized Vehicles in the garage at the same time.
2. **Garage Parking; Permitted Uses.** In accordance with the Conditions of Approval, each Owner shall at all times ensure that the garage remains open and available at all times to accommodate at least the two (2) Authorized Vehicles for which it was originally constructed by Declarant. Authorized Vehicles must be parked in the garage up to its design capacity before using any Association Property Parking Spaces (defined below). The garages shall be used for parking of two (2) Authorized Vehicles and storage of personal property only, provided that no Person may store personal property except to the extent that the Authorized Vehicles owned or operated by the Owner and the other Residents of the Home can be parked in the garage at the same time up to its original design capacity. No garage may be used for any dwelling, commercial, recreational, or other purpose. Garage doors must be kept closed except as necessary for entry or exit of vehicles or persons or to conduct activity in the garage (which may be further restricted by the Board pursuant to Section 2.19.5 of the CC&R's). The Association shall have the right to inspect any garage interior, with reasonable notice, to determine if an Owner or Resident is violating Section 2.19.2(b) of the CC&R's or Rules and Regulations governing parking.
3. **Unit Driveways.** If an Authorized Vehicle will not fit in a garage it may be parked in the driveway of the Unit, if any, provided that the driveway is at least seventeen (17) feet in length and further provided that the parked vehicle does not encroach onto the sidewalk or into the Private Street or Motor Court. Vehicles may not be parked, stored or left unattended in driveways less than seventeen (17) feet in length except as reasonably necessary for loading and unloading of passengers or property, or as necessary for emergency repairs.
4. **Association Property Parking Spaces.** On-street parking in the Community is limited to the marked spaces located in the Private Streets (collectively, "Association Property Parking Spaces"). The Association Property Parking Spaces are provided for temporary, short-term use by Residents and invitees of Residents only. Association Property Parking Spaces are unreserved and unassigned, and they are available on a strict first-come, first-served basis. Notwithstanding anything to the contrary in the Governing Documents, no Resident may use any Association Property Parking Space unless the Resident's garage is fully occupied by Authorized Vehicles up to its design capacity. Moreover, in no event may any of the Association Property Parking Spaces be used for long-term parking or permanent storage of any vehicle or other personal property. The Board may, but is not required to, impose additional restrictions on Association Property Parking Spaces.
5. **Motor Courts.** *The Motor Courts are fire lanes.* No vehicle of any kind may be parked in any Motor Court. Any vehicles parked in the Motor Courts are subject to *instant towing*. When present in a Motor Court, stopped vehicles must be positioned or moved so that they do not interfere with Association maintenance or normal use of the Motor Court by other Owners, Residents, or visitors.

- 6. Repair, Maintenance and Restoration.** No Person may repair, maintain or restore any vehicle in the Community, unless the work is conducted in the garage with the garage door closed (if proper venting can be provided for safety purposes). However, no person may carry on in any portion of the Community any vehicle repair, maintenance, or restoration business.

Guest Parking and Registration

1. Guest parking spaces are for temporary use by invitees of Residents only. All open/guest parking spaces are available on a first-come, first-served basis and may not be reserved.
2. Owners/Occupants shall be responsible for ensuring that their guests or invitees are advised of the parking rules and overnight safelisting. The Association shall not be responsible for any vehicles which may be towed as the result of an Owner/Occupant's failure to comply with this obligation.
3. To obtain additional Resident permits and safelist guest vehicles for overnight parking refer to the notes and procedures below.

PATROL ONE has been contracted to issue and track Resident permits and guest safelists and to enforce the parking rules specified in the CC&Rs and Parking Rules. The following is a description of the process for permitting Resident vehicles and safelisting guest vehicles. The new program will only be enforced from midnight to 6:00 a.m. **effective December 1, 2018.** All other parking rules will be enforced as stated in the parking rules. Rules and enforcement parameters are subject to change over time. Please confirm with the Board or Management.

HOW WILL APPROVED RESIDENT VEHICLE'S LICENSE PLATE ACT AS AN OVERNIGHT PARKING PERMIT?

Once an application (Exhibit "I") is approved, the Approved Vehicle(s)' license plate number will be added to the system as authorized to be parked overnight in common area. NO decal will need to be placed on the Authorized Resident Vehicle. Authorized license plate numbers will act as the permit allowing the vehicle to be parked overnight in common area.

WHAT RESIDENT VEHICLES NEED TO BE PERMITTED?

Resident vehicles parked in common area open parking at any time between the hours of midnight and 6:00 a.m. need to be permitted. Unpermitted Resident vehicles will be subject to cite and/or tow. The procedures for obtaining a permit are described later in this document. Resident vehicles parked in a garage do not need to be permitted.

WHAT GUEST VEHICLES NEED TO BE SAFELISTED?

Guest vehicles parked in common area open parking at any time between the hours of midnight and 6:00 a.m. need to be safelisted by a Resident. This means that the Resident provides **PATROL ONE** with information about the vehicle by telephone or website, so that it will not be in violation and cited and/or towed. The procedures for safelisting a vehicle are described later in this document.

Guest vehicles parked in common area open parking between 6:00 a.m. and midnight **do not** need to be safelisted.

WHEN WILL THIS PROGRAM START?

The enforcement of this new procedure will begin on **December 1, 2018.** Please be sure to contact **PATROL ONE** in advance to set up a safelisting profile and apply for an additional vehicle that will need to be permitted to park in common area overnight.

PERMITTED RESIDENT VEHICLES – NOTES AND PROCEDURES

1. An Approved Vehicle's license plate number will serve as the vehicle permit and will also be linked to a specific address.
2. Permitted Resident license plates are recorded after the Resident has provided information which indicates they have used their **two (2)** garage spaces to park properly registered, street legal vehicles, and therefore need a permit for an additional vehicle. There is a maximum of **two (2)** permitted Resident vehicles for each qualified household.
3. Any Resident with a special situation requiring an additional permitted vehicle must submit a written request to the Management Company, for approval by the Association's Board of Directors.
4. Residents wanting to change a permitted vehicle to another vehicle must reapply for a permit (no charge). New vehicles must reapply (no charge).
5. **Procedure for Permitting a Resident Vehicle**

To safelist a vehicle, Residents are to submit the following items to **PATROL ONE**:

- a. Completed application (**Exhibit "I"**). All incomplete applications will be destroyed six (6) months after their submission date.
 - b. A copy of the current vehicle registration (showing Resident's name) for garaged **and** outside vehicles. **If the vehicle is new**, Resident is to submit a copy of the sales contract or temporary registration. Approved permitted vehicles without license plates will be issued a temporary variance (maximum three (3) months) until they obtain plates. Residents **MUST** contact **PATROL ONE** immediately when they receive their new plates to get their plate permitted.
 - c. Documentation that shows Resident's name and a Flora Park address.
Submit **one** (1) of the following:
 - i. Utility bill (cell phone bills are not accepted)
 - ii. California Driver's License
 - iii. Lease agreement
 - d. Applications that include two (2) wheeled vehicles must be submitted directly to the Board for approval.
 - e. If a Resident has a company vehicle, both of the following must be provided:
 - i. Letter on company letterhead showing Resident's name and authority to have custody and control of the vehicle; and,
 - ii. Current vehicle registration
6. **Procedure for Oversized Vehicles that will Not Fit in the Garage**
 - a. To obtain authorization for an oversized vehicle, Residents are to call the Management Office to schedule a garage inspection.
 - b. Garage must be **clean and clear** and ALL vehicles must be present.
 - c. The vehicles will need to fit safely, not necessarily comfortably, in the garage. Garages that have been modified so that vehicles will not fit safely may not be granted a permit.

SAFELISTING GUEST VEHICLES – NOTES AND PROCEDURES**1. Procedure for Setting Up a Profile with Patrol One**

- a. All Residents must set up a profile with **PATROL ONE** before they can safelist a guest vehicle. This process is done only once.
- b. To setup a profile online, Residents are to follow the instructions in the attached document titled "Safelisting by Address," or call **714.541.0999**.

2. Procedure for Safelisting a Guest Vehicle Online

- a. To safelist a guest vehicle online, Residents are to go to www.patrol-one.com and enter their email address and password at the top right corner of the screen, and then click **Login**.
- b. Enter the requested information.

3. Procedure for Safelisting a Guest Vehicle by Telephone

- a. To safelist a vehicle by telephone, Residents are to call **714.541.0999** (available twenty-four (24) hours a day).
- b. **PATROL ONE** will ask for:
 - i. Resident's email and password
 - ii. Resident's email and password
 - iii. Resident's name
 - iv. Resident's address
 - v. Vehicle description (make, model, color)
 - vi. Vehicle license plate
 - vii. Number of days requested to be safelisted

Residents will receive a confirmation number to keep as a receipt

Each address is allowed a maximum of twenty (20) overnights for guest vehicles in a ninety (90) day rolling time period. This can be twenty (20) nights for the same vehicle or a total of twenty (20) nights for different vehicles.

If a guest is staying longer than the maximum allowed days, Residents must contact the Property Management Company for a variance.

LEASING/RENTING PROCEDURE

As required in the CC&R's Section 2.13

- 1. Term of Lease:** The terms of possession and occupancy are set out in a written lease or rental agreement, a copy of which will be provided to the Board at the commencement of the lease or rental term and a copy of any amendment or extension will be provided at the commencement of any extension term. The Board shall have the power to require the landlord to incorporate into the lease or rental agreement all of the concepts set forth in subparts 2.13.2(b), 2.13.2(c), 2.13.2(d), 2.13.2(e), 2.13.2(f), 2.13.2(g) and 2.13.2(h) of the CC&R's; provided, however, that the Board may not require that the tenant or lessee be approved by the Board, including but not limited to meeting creditworthiness standards, and the Board shall have no review, right to approve or reject particular business terms of the lease or rental agreement. All terms of leases and rental agreements, extensions, and amendments shall remain confidential at all times and shall not be disclosed by the Board to any person other than Board members.
- 2. Lease Agreement Requirement:** The lease or rental agreement is expressly made subject to the Declaration and the other Governing Documents of the Community, including the age and occupancy restrictions in Section 2.10 of the CC&R's.

3. **Length of Lease Agreement:** The lease or rental agreement shall be for a term of not less than thirty (30) days.
4. **Extra Services:** The lessor or landlord shall not provide any services normally associated with transient occupancy (i.e., hotel, inn, bed & breakfast, vacation rental, time-share or similar temporary lodging), such as providing meals, daily or weekly cleaning service or furnishing linens, cooking utensils or other household items.
5. **Rule and Regulations Application:** The lease or rental agreement shall provide that all lessees, tenants, and their Families, contractors, agents, Residents, and invitees are bound by the Governing Documents when present in the Community, and any violation of the Governing Documents by a lessee, tenant or their Families, contractors, agents, Residents, and invitees also constitutes a default under the lease or rental agreement.
6. **Use of Association Property:** The lessor/landlord Owner shall assign its rights to use Recreational Facilities and all other private Association Property amenities (if any) during the term of the lease or rental agreement to the lessee or tenant, and may not retain a concurrent right to use any Association Property other than a right of access, ingress and egress through the Private Streets and Motor Courts, and any other areas of the Association Property which are open for public access and use.
7. **Owner Responsibility:** The Owner of the leased or rented Unit shall be liable for all acts or omissions, whether negligent or non-negligent, of the lessee, tenants, other occupants of the Unit, and their Families, contractors, agents, Residents, and invitees while present in the Community, and the lessor/landlord Owner shall indemnify, defend and hold harmless the Association and other Owners from any liability arising from any such acts or omissions.
8. **Owner Assessment Responsibility:** Annual Assessments remain the responsibility of the lessor/landlord Owner during the term of any lease or rental agreement.
9. **Governing Document Disclosure requirement:** A copy of the Declaration, the applicable Supplemental Declaration(s) and any Rules and Regulations affecting the Community must be provided by Owner to the lessee/tenant at the commencement of occupancy. The Association may not require that the tenant or lessee be approved by the Association, including but not limited to creditworthiness standards.

AGE VERIFICATION

Flora Park is an Age Qualified Community, known as a "senior citizen housing development" as defined in California Civil Code Section 51.3, and "housing for older persons," as described in the federal Fair Housing Amendments Act of 1988 (Title 42 U.S.C. Section 3601, *et seq.*), the exemptions under Title 42 U.S.C. Section 3607(b)(2) and Title 24 C.F.R. Sections 100.300 through 100.307, and the Fair Employment and Housing Act (California Government Code Section 12900, *et seq.*) all as amended. Therefore, every year an Age Verification Form a copy of which is attached hereto as **(Exhibit "G")** must be completed to verify occupancy of each Home in the Community. Consequently, one (1) adult occupant of each Home must certify to the Association whether such Home is occupied by at least one person fifty-five (55) years of age or older. Such verification must be supported by official documentation of the age of the occupant(s) of such Home.

The following documents are acceptable as proof of age:

- a. Valid Driver's License
- b. State-issued Identification Card
- c. Birth Certificate
- d. Passport
- e. Immigration Card
- f. Military Identification

- g. State, local, national or international official documents containing a birth date of comparable reliability

Additionally, a proposed tenant of an Owner shall, in connection with the rental/leasing of a Home within the Community, be required to complete and submit an Age Verification Form (**Exhibit "G"**). The Age Verification Form shall include a photocopy of the proposed tenant's driver's license, state-issued identification card, birth certificate, passport, military identification, or any other local, state, or federal documentation containing information regarding age. Owner shall not be permitted to rent/lease his or her Home if the proposed tenant does not meet the age requirement, or fails and/or refuses to execute the Age Verification Form.

SATELLITE DISH INSTALLATION GUIDELINES

(As required in the CC&R's Section 2.21)

1. **Preferred Installation Locations and Restrictions on Installation.** Rooftops or fascia boards at the rear of the Residence are the preferred installation locations for Authorized Antennae. The DRC may adopt reasonable restrictions on installation and use of an Authorized Antenna as part of its Design Guidelines in order to minimize visibility of the Authorized Antenna from other Units. Such restrictions may designate one (1) or more additional preferred installation locations, or require camouflage such as paint (subject to the antenna manufacturer's recommendations) or screening vegetation or other Improvements. However, no restriction imposed by the Committee may (a) unreasonably delay or prevent the installation, maintenance or use of an Authorized Antenna, (b) unreasonably increase the cost of the installation, maintenance or use of an Authorized Antenna, or (c) preclude acceptable quality reception.
2. **Prohibitions on Installation.** The DRC may prohibit the installation of an Authorized Antenna in a particular location (including a preferred installation location) if, in the Committee's opinion, the installation, location or maintenance of such Authorized Antenna unreasonably affects the safety of the Owners or any other Person, or for any other safety-related reason established by the DRC. The DRC may also prohibit an Owner from installing an Authorized Antenna on any real property which such Owner does not own or is not entitled to exclusively use or control under the Governing Documents. The DRC also has the power to prohibit or restrict the installation of any antenna or other over-the-air receiving device that does not meet the definition of an Authorized Antenna as set forth above. Owners of Duet Residences shall be solely liable to the Owner of the adjoining Duet Residence in the same Duet Residence Building for any damage to the Duet Residence Building, and to their contents (including water damage), that results from negligent installation or installation in violation of Section 2.21 of the CC&R's.
3. **Review after Installation.** The DRC may review the location and installation of an Authorized Antenna after it is installed. After its review, the DRC may require that the Authorized Antenna be moved to a preferred location (if one has been designated) for safety reasons or to comply with reasonable restrictions subject to this Section and applicable law. Approvals shall not be unreasonably withheld or delayed but may include restrictions which do not significantly increase the cost of installation, maintenance or use of the device, or significantly decrease its efficiency or performance or preclude reception of an acceptable quality signal) and in compliance with all applicable ordinances of the City, California statutes (e.g., California Civil Code Section 4725), and federal regulations, as each may be amended or revised.

SATELLITE DISH INSTALLATION PROCEDURE

1. If a Resident would like to install a satellite dish device, he/she is required to complete. The "Notice of Satellite Dish Installation Form" (**Exhibit "J"**) **PRIOR** to installation of the device. Residents must review and adhere to the Satellite Installation Guidelines. **Approval is not required provided Residents comply with ALL of the requirements stated in the Guidelines.**
2. If the satellite dish device CANNOT be installed per the Satellite Dish Installation Policy, Homeowner must submit a variance to the Association **PRIOR** to the installation explaining in detail the situation. Each situation will be evaluated individually by the Board in a timely manner.

3. The device may not exceed one (1) meter, thirty-nine (39 inches) in diameter.
4. The device should be located as far out of view as possible and should be installed either on the side or rear of the Lot above the roofline. **Owners are required to submit a diagram of the location prior to installing the device. The location must be approved by the Board prior to installation if it is NOT located in the side or rear of the Lot above the roofline or on the chimney.**
5. All wires and cables must be painted to match the exterior surface of the location the wires/cables are adhered to, securely mounted on the Home and may not hang or dangle.
6. The device must be attached to the Lot with an approved mount. Wood or other similar materials may not be used as attachment devices.

SOLAR PANEL INSTALLATION GUIDELINES

As required in the CC&R's Section 2.29:

In accordance with Civil Code Sections 714 and 714.1, each Owner may install a Solar Energy System ("System" as defined in California Civil Code Section 801.5), on the Owner's Unit to serve the Owner's domestic needs, as long as (a) the Design and location of the Solar Energy System meet the requirements of all applicable governmental ordinances, and (b) the Design and location receive the prior written approval of the DRC.

1. **Installation.** Owners who elect to install a System will be subject to the Declaration, the Maintenance Manual, all applicable City and County ordinances and zoning regulations, the Uniform Building Code and associated law and regulations. Owners must obtain written approval from the DRC prior to installing a System.
2. **Impact of Neighboring Properties.** California law, including the Solar Shade Control Act, may in some instances restrict an Owner's free and unfettered enjoyment of a Condominium if it conflicts with the solar heating needs of an adjoining Condominium, including the location and height of Owner-installed or -placed trees, landscaping or other Improvements on the Owner's property. However, nothing in the law or the Governing Documents guarantees any Owner the absolute right to operate a System entirely free of interfering shade from pre-existing vegetation and structures on neighboring Condominiums or Common Property, and Declarant makes no such warranty that any System will remain unaffected by shade caused by pre-existing vegetation or other Improvements, or the activities of neighboring Owners or the Association, including the growth of landscaping and the height of Improvements.

SIGNS

1. For each Home, one (1) sign advertising the Home for sale or rent may be erected provided it complies with the following requirements:
 - a. The sign is not larger than eighteen (18) inches by thirty (30) inches in size.
 - b. After the Home has closed escrow, or the Home has been leased or withdrawn from the resale or lease market, the sign must be removed within fifteen (15) days.
 - c. Signs may not be posted at any entrances or on the Association Property.
 - d. Signs may NOT be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative material or component, or involve the painting of architectural surfaces.

- e. No other signs of any kind shall be placed on an Owner's property without receiving prior written consent of the DRC.

TRASH AND RUBBISH

1. Littering of the Association Property is not permitted.
2. No unsightly articles shall be permitted to remain on any portion of a Unit so as to be visible from any other portion of the Community.
3. Owner's Home, Unit, and all other Improvements must be maintained in a clean, sanitary and attractive condition.
4. Trash, weeds, or debris on the Home shall be removed immediately so as not to present a public nuisance.
5. Graffiti on Owner-maintained Improvements shall be removed by the Owner immediately upon notification by the Association.
6. Owner shall not maintain those portions of the Home or Improvement that are defined as Association Maintenance Areas.
7. Trash must be stored in sanitary trash containers. No trash or recyclable materials maybe accumulated or stored in the Community except in containers located in the garage or a fenced side yard area screened from view.
8. All trash or waste must be disposed of properly. All rubbish, trash, garbage or other waste material shall be kept in sanitary containers located in appropriate areas screened and concealed from view of the Association. Trash containers may be placed out in view in designated areas no earlier than 6:00 p.m. the day before collection and such containers must be retrieved no later than 8:00 p.m. the day of collection.
9. Each Owner shall make every attempt to prevent trash, leaves, lawn clippings, holiday trees, oil, or any other item(s) or substance(s) from accumulating in the gutter and washing into any street, public or private, or drains preventing the Storm Water Quality System (SWQS) from operating properly.

CLUBHOUSE HOURS

The on-site hours of operations will be posted at The Gathering. Due to events, issues within the Community, etc. office hours are subject to change. The office is closed for all major holidays.

POOL AND SPA GUIDELINES

1. Pool and spa hours are Sunday through Thursday from 6:00 a.m. to 10:00 p.m., and Friday and Saturday from 6:00 a.m. to 11:00 p.m.
2. Mondays are Resident Only days for the duration of pool hours.
3. Free swim, when guests are allowed, hours are Tuesday through Friday from 12:00 p.m. to 3:00 p.m., and all day Saturdays, Sunday. Please note: Guests MUST be accompanied by a member of the Association.
4. Please be reminded there is no lifeguard on duty! Residents and guests are to swim at their own risk. Use of the pools and spas are restricted to members of the Association and up to four (4) guests per Home. The number of guests permitted may be further limited on certain days.

5. All incontinent persons (including persons under the age of four (4) must wear plastic pants (designed for such purpose) when in the water.
6. No person having skin lesions, sores, inflamed eyes, mouth, nose or ear discharges or who is a carrier of any communicable disease shall use Community pool, spa, or like amenity.
7. Again, all guests must be accompanied by a Resident at all times during free swim.
8. Soap, bath oils, etc. are prohibited in the pools and spas.
9. Diving is not permitted. Running, pushing or boisterous play will not be permitted.
10. Glass object are prohibited in the pool and spa areas.
11. Smoking is prohibited in the pool and spa areas and at all private Association Facilities.
12. Alcoholic beverages are permitted at pool and spa areas in plastic containers only.
13. Portable electronic devices (i.e., radios, televisions, MP3 players, CD players, etc.) may only be used if headphones are used, and such devices may never be used while in the pool or spa.
14. Pets (i.e., dogs, cats, etc.) are prohibited in the pool and spa areas.
15. Only appropriate swimming attire is permitted. Cut-offs, underwear, street clothing, or thongs are not permitted. Nudity and lewd conduct are not permitted at any time.
16. Bicycles, roller-skates, in-line skates and skateboards are not permitted in the pool and spa areas.
17. Residents and their guests are to be considerate of noise levels. Excessive noise which creates a nuisance is prohibited.
18. Portable BBQ's are not permitted in the pool and spa areas.
19. All persons using the pool or spa facilities must abide by any posted safety regulation, such as water body occupancy limits, age limits, health advisories, etc.
20. Owners who are delinquent will have their privileges suspended and may not use the Facilities.

It is recommended consulting with a physician before using the spa. Those with medical conditions such as high blood pressure, heart disease, respiratory problems, and those who are pregnant should avoid exposure to high heat.

PICKLEBALL / BOCCE BALL COURT GUIDELINES

Pursuant to the authority vested in the Board of Directors of the Flora Park Community Association, by the Bylaws and CC&R's of the Association, the following court rules and regulations shall govern the conduct and operation of the courts:

1. Court hours are Sunday through Saturday from 6:00 a.m. to 10:00 p.m.
2. Courts are for the exclusive use of Homeowners in good standing of the Flora Park Community Association. Guests of Homeowners may use the courts provided that the Homeowner is present on the same court with his/her guest at all times.

3. Homeowners must have their key fob and proper identification (if necessary) with them at all times when playing on a court.
4. During periods while other players are waiting, courts shall be relinquished on the hour. For example, 11:00 a.m., 2:00 p.m., 3:00 p.m., etc.
5. Courts are for the play of bocce or pickleball only. No Resident or guest of a Resident shall loiter about the courts. The pickle and bocce courts shall be used only for the purpose of playing pickle or bocce ball.
6. All guests must be accompanied by a Resident at all times.
7. No animals or food are allowed on the courts. Water and non-alcoholic beverages are permitted, provided that they are in non-breakable, plastic containers. All trash is to be placed in designated trash bins upon leaving the courts.
8. In the event of a lost fob, Homeowner shall notify the Association's Manager immediately and shall pay a fee to obtain a replacement fob. The fee for a replacement fob is subject to change at the discretion of the Board of Directors.
9. No Homeowner has the right to allow the courts to be used by any charitable or other group. Tournaments may be conducted only by the Sport Court Committee, if applicable
10. The following procedures shall be used to judge violations and determine appropriate penalties:
 - a. A complaint received by Management.
 - b. Management will notify the Homeowner in writing of the complaint, the allegations contained within the complaint, and the date of the hearing before the Board of Directors.
 - c. The hearing will take place as scheduled.
 - d. The Board of Directors will render a decision based upon the evidence presented at the hearing. The Board of Directors will make a determination of the penalty, if any, and the penalty will be binding.

FITNESS CENTER GUIDELINES

The Fitness Center is open from 5:00 a.m. to 10:00 p.m. Sunday through Saturday.

A. BASIC PROVISIONS

1. Homeowners and their Guests are expected to abide by these Rules as well as the provisions in the CC&R's.
2. Homeowners or Guests using such equipment do so at their own risk.
3. Homeowners and Guests should be aware of their personal fitness limits. Use of Fitness Center equipment and exercise may be strenuous. Each individual should exercise at his/her own level and pace.
4. Any Homeowner who conducts themselves in an unbecoming manner, or who knowingly violates any of the Membership Rules, etc., may be subject to the Association's Violation Enforcement Procedure, including the suspension of privileges, fines and/or legal action. The Board of Directors reserves the right to review and change these rules from time to time, as necessary.
5. Good order, proper attire, decorum and consideration of the rights and comforts of others must be observed at all times.
6. The Association will not be responsible for loss or damage to any personal property of the Homeowner or their Guests.
7. Any complaints regarding the conduct of Homeowner or their Guest should be reported directly to the Property Management Company in writing.

8. Homeowners are required to accompany their guest to the Fitness Center and must remain present at all times.
9. Homeowners shall be responsible for any loss or damage to the property for which they or their Guests cause. No property shall be lent to any Member or Guest or any other person for any reason.
10. No property or furniture shall be moved from or to the Fitness Center.
11. Fitness Center doors are to remain closed at ALL times.

ALL HOMEOWNERS AND GUESTS UTILIZE ALL EQUIPMENT AND FACILITIES AT THEIR OWN RISK.

B. FOOD AND BEVERAGES/ALCOHOLIC BEVERAGES

Homeowners and Guests shall not bring any food into the Fitness Center at any time. Beverages consumed during workout must be in a container with a lid. Homeowner is required to clean up any spills immediately. No alcoholic beverages shall be permitted in the Fitness Center at any time.

WINE LOCKER RENTAL

Wine lockers will be available for Homeowners to reserve for an annual fee of twenty-five dollars (\$25) on a first-come, first served basis. Homeowner must adhere the below process

1. Resident must complete the Wine Locker Reservation Form (**Exhibit "H"**).
2. Resident must pay all rental fees upfront. Rights may be suspended for past due Assessments.
3. Resident will be responsible for any lost or stolen storage locker key.
 - a. The Board reserves the right upon due notice to inspect any wine locker.

CLUBHOUSE "THE GATHERING" GUIDELINES

1. Clubhouse hours are Sunday through Saturday from 7:30 a.m. to 10:00 p.m.
2. Use of the Facility is restricted to members of the Flora Park Community Association and up to four (4) guests per Home unless otherwise reserved per the Facility Rental Guidelines. The number of guests permitted may be further limited on certain days, or on seasonal high-usage days as determined by Flora Park Community Association Board of Directors.
3. Use of the amenities at the Facility may be restricted or limited when the Facilities have been reserved for an approved Resident or Association function or event.
4. Persons under the age of sixteen (16) must be accompanied by a Resident.
5. Portable electronic devices (i.e., radios, televisions, MP3 players, CD players, etc.) may only be used with headphones.
6. Pets (i.e., dogs, cats, etc.) are prohibited inside the Facility and may not be tethered to any fence or property.
7. Bicycles, roller-skates, in-line skates and skateboards are not permitted inside the Facility.
8. Excessive noise or disruptive behavior is prohibited in and around the Facility.
9. Smoking is prohibited at all private Association Facilities, including the Facility.
10. Portable BBQ's are not permitted in the Facility or its lawn areas. Flora Park Community Association is exempt from this rule to accommodate Association sponsored events.

11. The Management Company and/or the Flora Park Community Association Board of Directors reserve the right to deny use of the Facility to anyone at any time.
12. Neither the Management Company nor the Flora Park Community Association Board of Directors is responsible for accidents or injuries.
13. Members may bring their guests to all Facilities (provided that the number of guests is in compliance with rule no. 2) and must accompany them at all times. Use of the Facilities is at the member's own risk.
14. Members are responsible for their guests' compliance with all Association Community Guidelines for personal injuries, for any damage to or thefts of Association property caused by the members or their guests, and are liable for all repair or replacement costs.

Facility Rental Guidelines

Clubhouse – “The Gathering Room”

1. The Clubhouse is part of the Recreational Facilities and is equipped with a prep/catering grade kitchen. For health and safety reasons, per Orange County Health and Safety Code, use of the Clubhouse is restricted to reserved times only. The Clubhouse will be locked and only made available for use when rented.
2. **Reservations.** Residents may reserve the Clubhouse for their personal use only. Residents must be in good standing with Flora Park Community Association at the time of making the reservation. The following guidelines apply:
 - a. Reservation of the Clubhouse does not include the use of the Fitness Center, pool, spa or outside patio area/poolside. Reservation of the Clubhouse does include the enclosed patio area connected to the Clubhouse.
 - b. A Resident must submit an application for reservation of the Clubhouse at the on-site staff office. A Resident who desires to reserve the Clubhouse must also execute an “Agreement to Use Recreational Facilities.” The Resident making the reservation must be present during the entire period for which the room was reserved.
 - c. The Clubhouse may not be rented on Super Bowl Sunday, Easter Sunday, Passover, Fourth of July, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day.
 - d. Tenants who wish to reserve the Clubhouse must have the Owner of their Home complete and sign the Clubhouse reservation form which is submitted at the time of the reservation.
 - e. In order to hold a reservation, the rental fee of one hundred and fifty dollars (\$150.00) subject to a two (2) hour minimum and a four (4) hour maximum is payable at the time the application is submitted. Additionally, a deposit of two hundred and fifty dollars (\$250.00) is due at the time the reservation is made.
 - f. The Facilities must be reserved no less than thirty (30) days in advance, and may be reserved no more than one-hundred eighty (180) days in advance, unless approval is granted.
 - g. The maximum capacity of the Clubhouse is based on the maximum capacity limits issued by the Fire Department.
 - h. Smoking is NOT allowed within the Flora Park Community Association Facility or any other portion of the Facility.

- i. Open flames are not permitted at any time anywhere on the Flora Park Community Association Facility property (i.e., candles, Tiki torches, tea lights, etc.).
- j. All musicians, DJ's, equipment, stereos, and speakers, must be confined within the Clubhouse.
- k. All music and audio must be turned off no later than 9:00 p.m.
- l. Reservable hours, including set-up and clean-up times, are from 7:30 a.m. to 10:00 p.m.
- m. The Flora Park Community Association Board of Directors and Chartered Committees have the right to reserve the Clubhouse to conduct Community Association business and functions and are exempt from fees.
- n. Regularly scheduled Flora Park Community Association functions have priority over Residents.
- o. If a Homeowner wishes to have third-party vendors (i.e., DJ, Caterer etc.) at his/her event while renting the Clubhouse, that vendor must be properly licensed and insured and provide a Certificate of Insurance with the Association named as an additional insured.
- p. Each Residence is allowed one (1) weekday rental and one (1) weekend rental per month. Fridays are considered weekend rentals.
- q. Homeowner's key fob will be programmed to open the Clubhouse doors one (1) hour prior to the event. The key fob will be deactivated one (1) hour after the event.

Owners who are delinquent will have their privileges suspended, including not being able to rent the Facility.

3. Clubhouse Rental Fee. The following are refundable provided cancellation notice is given fourteen (14) days prior to the reservation date; otherwise, it is non-refundable. The fee is as follows:

Rental fee:	\$150.00
<i>(due with security deposit)</i>	<i>(Two (2) hour minimum, four (4) hour maximum)</i>
Refundable Security Deposit:	\$250.00

(Deposit is due at time of reservation. Deposit will be returned within thirty (30) days after verification of no damages or no additional cleaning. Should additional cleaning be necessary, a minimum charge of \$75.00 will be automatically deducted from the deposit. Costs to remedy damages to the Facility will be deducted from the deposit or charged as an Assessment if greater than the deposit.)

Only checks made payable to **Flora Park Community Association** will be accepted.

Refund of the Deposit is Subject to:

- a. Damage to any portion of the Flora Park Community Association Recreational Facilities or its contents by Residents or guests.
- b. Cleaning the Clubhouse:
 - i. Kitchen must be cleaned; floors to be damp mopped. If provided, cook top, microwave, and inside and top of refrigerator must be wiped down if used;
 - ii. No debris or trash is to be left anywhere inside Clubhouse;
 - iii. Tables and chairs shall be wiped down and put away; and,
 - iv. All decorations must be removed.

4. Clubhouse Rental Guidelines

- a. Clubhouse rental does not include the Fitness Center area. The retractable room divider must be completely closed and secured for the entirety of an event, including event setup and take down.
- b. The Clubhouse is for the use of Residents and their guests and may be restricted by the Board of Directors for:
 - i. Delinquent Flora Park Community Association dues.
 - ii. Violation of any of the Policies and Guidelines or Governing Documents.
 - iii. Deliberate abuse of the Recreational Facilities.
- c. The Clubhouse may not be used for commercial purposes. Products (other than those provided by Flora Park Community Association vendors) may not be sold in the Clubhouse or in any Designated Facility for the profit of any individual or commercial enterprise.
- d. Classes may be offered in the Clubhouse, provided:
 - i. The class is registered with Flora Park Community Association.
 - ii. The class is open to all Residents.
 - iii. The class is attended only by Residents
- e. Furniture must not be removed from the interior of the Clubhouse. Furniture may be moved within the Clubhouse; however, the renter will incur a \$25.00 service charge taken from the deposit if the furniture is not returned to its original position at the close of the event.
- f. Alcoholic beverages are not to be sold, served, or consumed in the Clubhouse or any portion of the recreational premises, unless resident provides the Management Company with an insurance rider pertaining to alcoholic beverages that can be obtained through his/her insurance carrier. Residents must have the Association "Flora Park Community Association" listed as an additional insured.
- g. The Resident shall arrange for all pick-ups and deliveries to be made the day of the event.
- h. The Association provides a limited number of tables and chairs. All other equipment is to be provided by the Resident.
- i. The Resident shall be completely responsible for set up prior to and clean up immediately following the event.
- j. All events must end no later than 10:00 p.m. Clean up is to be completed immediately after the event; no later than midnight.
- k. Flora Park Community Association is not responsible for personal items that are lost or stolen.
- l. The Clubhouse renter is fully responsible for his/her guests.

5. BBQ Grill and Fire Pit Guidelines

- a. Homeowner's key fob will activate the BBQ grills and fire pit in the Clubhouse. Each swipe of the fob will allow one (1) hour of equipment usage.
- b. Subsequent swipe of the key fob is needed to reignite the BBQ grill and fire pit flames.

6. Gate Entry Registration Guidelines

- a. Homeowner needs to complete the Gate Entry System Form (**Exhibit “K”**), and provide at least one (1) telephone number per household.
- b. Homeowner needs to submit completed form to the Flora Park Community Association on-site staff.

VIOLATION AND FINE PROCEDURE

1. The Board shall direct a notice to the Owner advising of the nature of the violation and the time limit to rectify the violation.
2. 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 and time to be heard by the Board.
3. 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.
4. If the Board determines at the hearing the violation has not been corrected, the Community Board may take any of the following actions:
 - a. Suspend the Owner's voting privileges.
 - b. Submit the matter to the Association's legal counsel for further action to be taken. Such action will take place in accordance with California Civil Code 5975.
 - c. Levy a Special Assessment or penalty in the amount as outlined in Section 5 below.
5. The penalty schedule is as follows:

Minor Violations:

First Violation:	\$100.00
Second Violation (same infraction):	\$200.00
Third Violation (same infraction):	\$300.00

Major Violations:

\$250.00 per occurrence

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

REPORTING VIOLATIONS

Except in those cases where a violation is easily visually verified (i.e., storage of trash cans, unauthorized architectural Improvements, recreational vehicle storage in driveways, etc.), Owners wishing to report a violation must do so in writing and the complaint must be signed by two (2) different Owners and forwarded to Management. **(Refer to Exhibit "D")**

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 become a dispute.

Finally, the Board may determine the violation to be a neighbor to neighbor dispute and subject to the Neighbor to Neighbor Dispute Policy. **(Refer to "Neighbor to Neighbor Dispute Policy, after Exhibit "K")**

Flora Park Community Association

ARCHITECTURAL GUIDELINES

Architectural Guidelines Introduction

INTRODUCTION

These Architectural Guidelines ("Guidelines") are pursuant to Article V of the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Ovation at Flora Park ("Declaration" or "CC&R's"). These Guidelines constitute the "Design Guidelines" described in Section 1.1.36 of the CC&R's. During escrow, \$170.00 was compounded for the purpose of Homeowner's initial rear yard Design review submission. Upon completion of the guidelines, application, and notice of completion below, any remaining funds can be refunded at the Homeowner's written request OR applied towards future improvement applications.

All proposed new construction, modifications and/or Improvements must adhere to the Architectural Guidelines as set forth in this document. Specifically, any of the following types of improvements shall require Design Review Committee (DRC) approval before construction has commenced:

- _____ New construction or installations, including fences, retaining walls, steps, recreational apparatus, built-in BBQ's, patio covers, exterior lighting, exterior sound system or solar energy systems or any other exterior improvement to the Home or landscaping, wall, fences or walls as originally delivered to the original purchaser at close of escrow.
- _____ Reconstruction or remodels, including exterior additions, changes, alterations or modifications of any building, structure, fence, wall or other Improvements and appurtenant changes of color, material or exterior surface.
- _____ Drainage and hardscape, including paving, sidewalks, driveways, patios or any other surface Improvements, such as recreation areas or courts, and surface drainage revisions.
- _____ Landscaping, including installation of new landscaping and material changes to existing landscaping in the front yards, and any landscape that will exceed more than two (2) feet beyond the height of the side or rear wall.

OBJECTIVE

The objective of the DRC is to facilitate the evaluation of proposed Improvements for each Home in order to assure and promote a cohesive Improvement program which will benefit and enhance the quality of living for each Owner.

Sensitivity to the privacy of each Resident regarding visibility, noise, odor, vegetation infringement, night lighting, security, hazardous situations, child proofing, animal control, etc., will be thoroughly evaluated.

Each proposed Improvement must first comply with any and all requirements set forth in the Declaration, as well as all local codes and ordinances. Approval by the Association does not, however, constitute a representation or warranty by the Association that the proposed Improvements comply with local codes and ordinances.

While consideration may be given by the architect with regard to the obstruction of any Owner's view, the Governing Documents specifically DO NOT protect any Owner's view, and protection of any such views may or may not be considered when approving a proposed Improvement. Such consideration is solely at the discretion of the approving architect.

These Architectural Guidelines and Procedures are in no way an attempt to dictate the character of the Design program, but rather assure that the Design program takes into consideration any obstructions and/or adverse effects to surrounding neighbors.

GENERAL

- a. All exterior construction projects shall be completed on a timely basis as stated on the approval form.
- b. Building Permits: All changes, additions, and/or modifications must conform to the City of Cypress building codes, ordinances, and regulations. The Owner is responsible for obtaining any and all required approvals and building permits from the City prior to or concurrently with DRC approvals.
- c. Building materials, equipment, trash, trucks, trash containers, etc., shall not be left on streets or driveways in excess of seventy-two (72) consecutive hours without Association approval. No building materials, equipment, trash, trash containers, or other items used during construction shall be placed on the Association Property, including streets, lawns, and planting areas at any time.
- d. The Owner shall be responsible for the cost of returning any damaged Association Property to its original condition. Any costs incurred by the Association to restore damaged Association Property to its original or better condition will be billed to the Owner.
- e. Homeowners may not modify, alter, build or construct any Improvements to his/her Home or Unit until plans and specifications have been submitted and obtained approval from the DRC or Board, except as permitted by Pre-approved Options .
- f. Improvements requiring approval prior to installation include, without limitation, any patio covers, landscape, hardscape, screen doors, changes in exterior color scheme, swimming pools and structural changes.
- g. All Owners are required to prepare, submit and install a landscaping plan for the rear yard and any other area not installed by the developer within six (6) months of close of escrow.
- h. The DRC has forty-five (45) days to approve or disapprove any plans and specifications. All approvals or denials must be in writing. If, forty-five (45) days after receiving a complete application, the Committee has failed to deliver to the Applicant its written approval, disapproval, or request for additional information or materials, then the Application shall be deemed approved, and the Manager or a representative of the Board or Committee shall at the written request of the Applicant execute a written approval therefor within fifteen (15) days after receipt of the written request.
- i. The DRC or Board has the right to inspect any improvement after completion.
- j. Views are not protected.
- k. Owners and their agents and contractors are not permitted to modify or remove any portion of the sidewalks, curbs, gutters, driveway aprons and/or streets without the prior written consent of the DRC and the City/County. Owners will be held financially responsible for incidental damage to sidewalks, curbs, gutters, driveway aprons and streets that occur as a result of the actions of Owners and their agents and contractors.
- l. Refer to the Declaration for more detailed descriptions on items that require approval.

Architectural Review Guidelines

All proposed modifications and/or Improvements must adhere to the Guidelines set forth in this document. Proposed Improvements are divided into three types: No approval required, Pre-approved, and those requiring approval. Specific Pre-approved Improvements and additional Design specifications are listed below. The Pre-approved Improvements are the most commonly requested Improvements in the subdivision. Improvements considered Pre-approved and installed consistent with the standards listed below require no prior approval but do require submission of an Architectural Application. All other Improvements or modifications require submission of an Architectural Application and approval **PRIOR** to commencement of work. Violations of these Guidelines shall be pursued in accordance with the Enforcement Procedure and the Association's CC&R's.

I. IMPROVEMENTS NOT REQUIRING APPROVAL:

Owners may (1) make minor repairs to the exterior of the Home; (2) make minor landscaping changes which do not alter the exterior aesthetics of the Unit (removal of trees is NOT considered minor); (3) paint the interior of his or her Home any color desired; or (4) improve or alter any Improvements within the interior of the Home, provided such Improvement or alteration is in accordance with the Guidelines, does not impact any Association Maintenance Areas, and does not impair or alter the Association Property, any utilities, or other systems servicing the Association Property or other Units. Additionally, Owners do not need prior DRC review or approval for the following specific incidental elements, as long as the architectural improvement conforms to the Association's established Architectural standards and/or criteria. However, if the DRC determines that a proposed Improvement exceeds the scope of the relevant exemption, the DRC may require an application for approval of the Improvement to be submitted. These elements include:

1. **Bird Feeders:** No more than two (2) feeders per residential Home. Size shall not exceed twelve (12) inches in any dimension. Feeders shall not be placed or hung on Community Walls or in Association Property nor shall they be easily visible from the adjacent Property.
2. **Patio Planters and Accessories:** Planters shall be neutral in color. Garden hoses may be hung on hose hangers or placed in manufactured plastic pots designed for the storing of hoses. Large statuary or fountains are not permitted, without prior DRC approval.
3. **Thermometers:** Neutral in color and shall not exceed twelve (12) inches in any direction.
4. **Wind Chimes:** Allowed provided neighbors do not object.
5. **Drainage:** No Owner may install, alter, modify, remove or replace any Surface Drainage Improvements or Sub-Drains on or under the Owner's Unit without first making alternative drainage arrangements approved in writing by the DRC and by applicable governmental agencies.

II. PRE-APPROVED IMPROVEMENTS OR MODIFICATIONS:

Certain architectural Improvements may be made to an Owner's property without obtaining prior written approval from the Architectural Committee. **However, an application must be filed with the Association notifying the Association of Owner's intent to install "Pre-approved" Improvements prior to the commencement of ANY work.** Owners must ensure that all "Pre-approved" Improvements conform to the guidelines listed for the Improvement type as detailed in these Architectural Guidelines prior to commencement of work. For any items other than those listed in this Section, a DRC Application must be submitted for their Improvement with the appropriate fees and must be approved by the DRC, prior to the commencement of any work/Improvements. The following is a list of "Pre-approved" Improvements:

1. **Flags:** A flag no larger than three (3) feet by five (5) feet is acceptable. Flag pole shall not be placed in Association Property or mounted on any Community Wall or patio deck surface. Only one (1) flag or banner per Home is permitted. Frayed or torn flags shall be promptly removed or replaced. Only the

flags of the United States of America or California may be flown without prior DRC approval. All applicable City, State or Federal flag etiquette shall be obeyed.

2. **Garage Doors:** Any replacement garage doors shall be of the same type and shall match the existing color scheme of the Home.
3. **Screen Doors:** Screen doors (including retractable style) on doors will be allowed without DRC approval if the screen door is metal and matches the color of the front door or exterior of the Home.
4. **Security/Holiday Lights:**
 - a. Security lights with motion detectors may be used but the lights must be pointed down to avoid shining at neighboring properties. A maximum of two (2), seventy-five (75) watt bulbs are recommended. It is recommended that the bulbs be shielded by covered reflectors painted the stucco color.
 - b. Shining bright lights out onto adjacent property area is NOT approved and is considered a nuisance to neighbors. Temporary "Tiki" type lights or kerosene torches are allowed but must be removed and stored out of sight when not in use. Permanently mounted Tiki light posts/lights are not approved.
 - c. Year round use of holiday or temporary decorative type lights along eaves, balcony roofs or trees are not approved if they are visible from the Association Property or the adjoining property. Holiday decorations are permitted on Homes; however, decorations of any type are not permitted in the Association Property. Any decorations found in the Association Property will be removed at the Owner's expense.
 - d. All proposed outdoor lighting must comply with the City's Lighting Ordinance.
 - e. All other exterior modifications involving lighting must be approved by the DRC.
5. **Satellite Dishes:**
 - a. Satellite dishes of one (1) meter, thirty-nine (39) inches diameter are approved. Refer to the Association's Satellite Installation Policy.
 - b. Satellite dishes of larger diameter are not approved and would require prior approval from the DRC.
6. **Window Treatments:** Windows may be covered only by drapes, shades, blinds or shutters and cannot be painted or covered by aluminum foil, cardboard, or other similar materials. Tinted treatments to windows must receive prior approval from the DRC.
7. **Rear Yard Landscape:**
 - a. Concrete flatwork
 - b. Pavers
 - c. Grass
 - d. River rock (neutral or earth tones – no white rock)
 - e. Rock ground cover (neutral or earth tones)
 - f. Plants or shrubs that do not exceed fence height

III. IMPROVEMENTS OR MODIFICATIONS REQUIRING APPROVAL:

Any and all installations, Improvements or modifications which are either not otherwise set forth or are deviations of Improvements which do not follow the criteria established under the Pre-approved Section of these guidelines shall require the approval of the DRC for all instances.

1. **Window Coverings, Exterior:** The following window coverings must receive prior approval:
 - a. Non-reflective window tinting on interior surface
 - b. Solar Screens

No security bars, metal shutters of any type or other such security devices visible from outside the Home or other Improvement are permitted without prior approval as to Architectural, color, and placement.

2. **Door Mounted Protection Screens:** Must receive prior approval from the DRC.
3. **Storage in Yards:** No structure of a temporary character, trailer, tent, shed, barn, or other out-building shall be erected, maintained or used in any portion of the property.
4. **Lighting:**
 - a. External horns or sirens of any type are NOT approved. False alarms occur routinely with such systems and neighbors have no way to disable such units if the Owner is not there. Noise from any alarm shall not be a nuisance to neighbors.
 - b. Shining bright lights out onto adjacent property area is NOT approved and is considered a nuisance to neighbors.
 - c. All proposed outdoor lighting must comply with the City's Lighting Ordinance.
 - d. All other exterior modifications involving lighting must be approved by the DRC.
 - e. No exterior light which is overly visible from a neighboring property or which produces a visual impact on traffic will be permitted. Motion detector lights may be an exception.
5. **Rear Yard Landscape:** All items that do not meet the Pre-approved policy.

Architectural Review Application Procedures

1. APPLICATION PROCEDURES FOR PLAN SUBMITTAL AND RE-SUBMITTAL:

Application procedure requests consist of completing a single form "Architectural Request Form" (**Exhibit "A"**) along with any necessary brochures, drawings, etc. and submitting them to the DRC for review.

Please note that incomplete submittals will be denied and returned to the Owner for re-submission. All technical and engineering matters are the responsibility of the Owner.

Plans and specifications for works of Improvement must be prepared in accordance with the applicable building codes, and with sufficient clarity and completeness to enable the DRC to make an informed decision on Owner's request.

If a Home has ANY type of restriction, including, without limitation, easements and set backs, it is the Homeowner's responsibility to ensure he/she is abiding by those restrictions. Neither the DRC nor the Board can approve or supersede any type of restriction on a Home; therefore, if such restriction is inadvertently approved, it is the Owner's responsibility to advise of such and approval for such plans will be deemed void.

If plans are denied by the DRC, they may be resubmitted with the appropriate changes or modifications. Re-submittal may require an additional thirty (30) days if changes are substantial.

If Owner is not satisfied with the denial or request for changes from the DRC, he/she has the right to appeal the DRC decision to the Board. To appeal, Owner must submit a request, in writing, to the Property Management Company appealing the DRC's decision, within thirty (30) days of the denial date provided by the DRC. A request will be placed on the next scheduled Board meeting agenda. The Board will review the request at that time and provide Owner with a response within a reasonable time.

Pre-approved Improvements: Owner should complete and submit three (3) Architectural Request Forms (**Exhibit "A"**) and a "Notice of Completion" Form (**Exhibit "C"**) upon completion to the Association. All proposed construction must be in accordance with the requirements of all applicable federal, state and local codes and regulations. Please note on the application that "**no prior approval is required,**" providing that Improvements meet the Pre-approved Section requirements. For Satellite Dish Installation refer to the procedure on page 15.

DRC Improvements or Modifications that Require Prior DRC Approval: If any Owner is requesting to modify or improve his/her property, the Owner is required to complete and submit three (3) Architectural Request Forms (**Exhibit "A"**) to the Association, three (3) Neighbor Awareness Forms (**Exhibit "B"**) in addition to three (3) sets of plans, specifications, drawings, manufacturers' brochures, City building permits, signed construction regulations, and/or other pertinent information. All submissions must be in triplicate and must include all information requested on the "Architectural Request Form" and these Guidelines. Additionally, a "Notice of Completion" Form (**Exhibit "C"**) must be submitted to the Association once Improvements are completed.

2. FEES:

The Architectural Request Form and accompanying documentation shall be submitted to the Association, accompanied by an application processing fee as listed below:

- a. The Association shall utilize an outside consultant for review of all Design requests that are not Pre-approved. All fees, costs and expenses associated with the consultant and application process will be borne by the applicant.
- b. **Pre-approved Improvements:** A **fifty-dollar (\$50.00)** application processing fee is required for any Improvement complying with the "Pre-approved Improvements" Section.
- c. **Improvements Requiring Approval:** A **one hundred fifty-dollar (\$170.00)** application processing fee is required for any Improvement that requires prior DRC approval. This processing fee will automatically be withheld during the escrow process. Once Owner has submitted the "Notice of Completion Form" (**Exhibit "C"**) to the Management Company with photos of approved Improvements, Owner may then request any remaining escrow funds to be returned.
- d. The Board and DRC reserve the right to require additional deposits for certain types of construction.

Applications of plans with documentation fees shall be made payable and submitted to:

Flora Park Community Association
Design Review Committee
Onsite Office
10870 Luna Court
Cypress, CA 90720

CONSTRUCTION RULES:

All construction sites will be subject to inspection at any time. Rule violations will be reported to the Owner in writing and by telephone, if possible. Correction of rules violation situations is expected within twenty-four (24) hours of notice in writing or by telephone whichever is received first. All contractors, their officers, agents or employees and subcontractors or sub-subcontractors and their officers, agents or employees (hereinafter "Construction Personnel") who are employed by or working on behalf of an Owner are obligated to abide by the following Construction Rules and Enforcement Procedure:

1. **Association Rules:** Construction Personnel shall be responsible for observing all Association rules, including but not limited the traffic rules and speed limitations set forth therein.
2. **Conduct of Personnel:**
 - a. All Construction Personnel shall carry photo identification at all times and wear clothing and/or other evidence to identify the company for which he/she is working.
 - b. Radios are not permitted inside or outside the Units.
 - c. Drinking of alcoholic beverages is not permitted within the subdivision.
 - d. No improper conduct, obscenities, verbal or physical threats by Construction Personnel will be tolerated. Actions by any person of any nature, particularly in the Association Property, which may be dangerous, create a health or safety problem, create a hostile environment, or disturb

others, are not permitted. These include noise, intoxication, quarreling, harassment, threats, picketing, fighting, offensive or abusive language or rowdy and mischievous behavior.

- e. All Construction Personnel are presumed to conduct themselves as ladies and gentlemen, with due consideration for each other and for any members of Association staff. The Board of Directors has the power to discipline any person for any conduct, which in its opinion tends to endanger the welfare, interest or character of the Association and/or its staff, as well as for violations of the specific rules and regulations of the Association.
- f. Association staff members are to be treated in a courteous and considerate manner at all times. No staff member shall be reprimanded, threatened, or harassed in any way by any Construction Personnel. All complaints regarding Construction Personnel rendered by any staff member must be made to the Association Manager for appropriate handling.
- g. Should persons causing or participating inappropriate behavior refuse to cease their activities and leave the premises promptly when directed by a person in charge of the Facility at the time (i.e., Association Manager, Board member, Security officer, or duly Board-authorized acting person), shall seek the assistance of the local law enforcement agency to maintain order. A copy of the official law enforcement report of the incident shall be obtained and delivered to the Association within (72) hours.
- h. The Association considers a violation of any of the foregoing rules a serious violation which will subject the respective Construction Personnel to immediate disciplinary action. Said disciplinary action may include possible imposition of a monetary penalty to Owner.

3. Work Hours:

- a. Homeowners are required to contact the City of Cypress Code Enforcement for permissible work hours.
- b. All Construction Personnel must vacate the subdivision immediately at the end of work hours.

4. Site Conditions:

- a. Equipment/Tools.
 - i. Construction materials, supplies, equipment, tools and other such items shall be stored on the subject Home. No construction materials, supplies, tools and/or items may be stored or kept on the street or any other Home without DRC approval.
 - ii. All tools and equipment shall be used in a safe and proper manner to meet all safety requirement standards. Construction Personnel shall be responsible for the safe storage of their tools and equipment, and the Association shall not be liable for any damage or loss of such tools or equipment. Placement of roof mounted mechanical equipment (including solar equipment) and vent penetration is subject to the approval of the DRC.
 - iii. Construction machines and trucks are not to be left on the street overnight.
- b. Trash and Debris.
 - i. Association Property must be kept free of any debris, trash, or construction elements. All trash (i.e., soda cans, bottles, and lunch bags, etc.), shall be picked up and thrown away on a daily basis. A forty (40) gallon covered garbage container shall be placed on the Home for all organic trash, bottles, cans, fruit peelings, food wrappers, etc., and other debris left by the construction personnel. This material must be placed in the container daily and the container emptied at least weekly, or whenever full.
 - ii. Dumpsters shall be placed off the street, if possible, and emptied weekly or before, as necessary, to prevent overflowing. The job site shall be policed at the end of each shift to ensure that all trash is picked up and properly deposited in the appropriate container. Any trash subject to blowing, such as roofing paper, insulation, packing materials or empty product containers shall be controlled.
 - iii. All construction rubble is to be stockpiled neatly so as not to block any streets or other access way.
 - iv. All streets and gutter flow lines shall be kept clean from any mud and debris. At the end of each shift, each day, the street and gutters adjacent to the job site shall be swept and all dirt, sand, rocks and construction debris picked up and removed. Hosing down the debris along the street is not permitted.

- v. Construction office trailers are not permitted.
- vi. During construction, signs not to exceed eighteen (18) inches by twenty-four (24) inches may be placed on Units which contain only the Architect and/or Builders name, all other signs-subcontractors, lenders, pool companies, etc. are not permitted. No signs, (including, without limitation, "For Sale" signs, lender signs or "Open House" signs), may be placed at the entrance to the subdivision or on any other Association Property.

5. Damage to Association Property:

- a. Construction Personnel shall pay for the cost of any damage caused to the Association Property by the construction and construction traffic entering the subdivision. Said repair obligations shall run to any area within the subdivision, whether Association Property, road within the subdivision, and/or any Improvement within any individual Owner's Home.
- b. Any damage to adjacent Units which are broken due to heavy equipment must be repaired or replaced immediately.

EXHIBIT "A"

FLORA PARK COMMUNITY ASSOCIATION

ARCHITECTURAL REVIEW APPLICATION
(Owner to Complete)

Owner(s) Name: _____ Date Submitted _____

Owner(s) Signature: _____ Email _____

Property Address: _____ Telephone _____

PLAN SUBMITTAL CHECK LIST

- _____ Three (3) Copies of Architectural Review Application Completed (**Exhibit "A"**)
- _____ Three (3) Copies of Neighbor Awareness Form Completed (**Exhibit "B"**)
- _____ Three (3) Copies of Proposed Plans (Must include details of size, design, color and materials listed on each set of plans)
- _____ Location of Residence or Home and dimensions from Home line. Drawings must show affected elevations. Location of area drains must be included on plans. Names of plants (include the common name if Latin names are used).
- _____ Please fold plans to 8½" x 11".
- _____ Pre-approval applications are \$50.00 Payable to Flora Park Community Association.
- _____ Full review applications are \$170.00 Payable to Flora Park Community Association.
- _____ Color photograph of the front of the Home. (Will not be returned)
- _____ Within Thirty (30) days of completion, a "Notice of Completion" form (**Exhibit "C"**) along with photographs of Improvements must be filed. Upon receipt of "Notice of Completion" form, Owner may request any remaining escrow funds to be refunded.

PROJECTS BEING SUBMITTED: (Please check appropriate items)

ARCHITECTURAL:

- _____ Gazebo
- _____ Patio Cover
- _____ Painting
- _____ Rain Gutters

- _____ Solarium
- _____ Patio Slab

LANDSCAPE/HARDSCAPE:

- _____ Landscape / Hardscape (circle one)
- _____ Front _____ Front
- _____ Rear _____ Rear
- _____ Trees (Type, Size and Location)
- _____ Fence (S) / Wall (S): (circle one)
- _____ Front _____ Side
- _____ Rear _____ Retaining
- _____ Extension

- _____ Air Conditioner
- _____ Basketball Backboard
- _____ Built-In BBQ
- _____ Lighting
- _____ Spa and Equipment
- _____ Solar Panels
- _____ Play Equipment / Playhouse
- _____ Waterfall / Fountain

OTHER:

_____ Drains

_____ Fireplace/Fire Pit

I/We understand and agree that:

1. DRC approval does not waive any federal, state, or local regulation.
2. DRC approval does not constitute acceptance of any technical or engineering specifications, and Flora Park Community Association assumes no responsibility for such. The property owner is responsible for all technical and engineering specifications. The DRC reviews for aesthetic purposes only.
3. Applications must be submitted, and rear yard Improvements completed, within six (6) months of the close of escrow.
4. An oversight of a provision of the CC&R's, or Architectural Review Guidelines, does not waive the rule. Corrections may be required.
5. Approval of drawing is not authorization to revise the original drainage system Installed by the homebuilder and approved by the county/city.
6. The use of neighbor's yard for construction access is not permitted unless the neighbor has given written consent, which includes a description of the access area. The use of property owned and/or maintained by the Association for construction access or storage is not permitted, unless authorized by the Association and the applicant signs a waiver of damage and posts a construction deposit for repairs of damage to property owned and/or maintained by the Association.
7. The Property Owner is financially responsible for any repairs to property owned and/or maintained by the Association damaged by a property owner's project.
8. Building materials may not be stored on streets, sidewalks, Association Property, or on property owned and/or maintained by the Association. Streets may not be obstructed by construction equipment.
9. Approval of drawings is not authorization to proceed with any Improvements on any property other than the Home reviewed by the DRC and owned by the applicant. All construction, reconstruction or alteration of any structure must take place wholly within and upon property owned by applicant.
10. Approval is subject to good landscape practices (i.e., proper spacing of trees, adequate drainage, and appropriate types of vines on walls).

SUBMITTED BY:

Owner(s) Signature: _____ Date _____

Owner(s) Signature: _____ Date _____

EXHIBIT "B"

FLORA PARK COMMUNITY ASSOCIATION

NEIGHBOR AWARENESS FORM

Impacted Neighbor

Name

Address

Signature

Date

Impacted Neighbor

Name

Address

Signature

Date

Common Area or Back Yard – Rear of Home

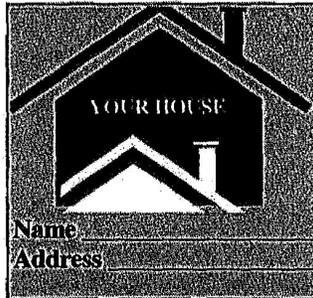
Adjacent Neighbor

Name

Address

Signature

Date



Adjacent Neighbor

Name

Address

Signature

Date

Homeowner's Street – Front of Home

Facing Neighbor

Name

Address

Signature

Date

Facing Neighbor

Name

Address

Signature

Date

Facing Neighbor

Name

Address

Signature

Date

My neighbors have seen the plans I/We am/are submitting for the Design Review Committee's review (see above verification). I/We as/are the Owner(s) certify that I/We have requested that our neighbors sign this statement confirming notification. I/We understand neighbor objections do not in themselves cause denial of the plans. If the Home is not yet sold or occupied, I/We have had a builder representative sign in the appropriate box to confirm that the Home is not occupied.

SUBMITTED BY

Owner(s) Name: _____ Date: _____

Property Address: _____

Owner(s) Signature: _____

EXHIBIT "C"



NOTICE OF COMPLETION FORM

Owner Name(s): _____

Property Address: _____

Tract No.: _____ Home No.: _____ Email: _____

Home Phone: _____ Cell Phone: _____

On the ____ day of _____, _____ the Improvement(s) on the described property was (were) COMPLETED in accordance with the plans and submittal package, which was approved by the Design Review Committee.

The completed Improvement(s) is/are: _____

Photographs of all Improvements are included. *(Please note that the "Notice of Completion" Form is incomplete if photos are not enclosed.)*

Homeowners are to submit completion form to the Management Company upon project completion.

Owner(s) Signature: _____ Date: _____

EXHIBIT "D"

FLORA PARK COMMUNITY ASSOCIATION

VIOLATION OF GOVERNING DOCUMENT(S) REPORT FORM

Before the Board of Directors ("Board") for the Flora Park Community Association ("Association") will review an alleged violation(s) that cannot be viewed during an inspection of the Community (i.e., barking dog, noise nuisance, garage storage, etc.), **two (2)** Owners representing two (2) separate Units must first submit this Violation of Governing Documents Report to Management for the Association. For more information, please review the Association's Neighbor-to-Neighbor Dispute Guidelines.

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.

REPORT FILED BY:

Name: _____

Address: _____

Home Phone: _____ Cell Phone _____ Email: _____

Signature: _____ Date: _____

VIOLATION INFORMATION:

Name(s) (Alleged Violator(s)): _____

Address: _____

Cell Phone (if known): _____ Email (if known): _____

Description of alleged violation _____

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

Dates and times alleged violation occurs? _____

How often does the alleged violation occur? _____

EXHIBIT "E"

FLORA PARK COMMUNITY ASSOCIATION

ACTIVITY REGISTRATION FORM

Name: _____ Date _____

Address: _____

Home Phone: _____ Cell Phone: _____

Email: _____

Type of Activity: _____

Time of Activity: _____

Location of Activity: _____

Frequency of Activity: _____ No. of Participants _____

Resident(s) Signature: _____ Date: _____

EXHIBIT "F"

FLORA PARK COMMUNITY ASSOCIATION

CLUBHOUSE RENTAL APPLICATION

Name: _____ Email: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Type of Event: _____

Date Requested: _____ No of Guests: _____

Event Time – Start: _____ End: _____

(Total daytime rental hours: _____ Total nighttime rental hours: _____)

Entertainment: _____ Yes _____ No Description of Entertainment: _____

I have received a copy of the Rental Guidelines. I understand that in the event that I do not follow any of the regulations, or provide inaccurate information on my application, FLORA PARK COMMUNITY ASSOCIATION reserves the right to cancel my event.

Resident(s) Signature: _____ Date: _____

Date Received _____
Approved _____ Yes _____ No _____
Approved By _____
Deposit Received _____ Yes _____ No _____
Payment Received _____ Yes _____ No _____
Additional Comments _____

AGREEMENT TO USE RECREATIONAL FACILITIES

PREAMBLE

THIS AGREEMENT TO USE RECREATIONAL FACILITIES (hereinafter referred to as the "Agreement") is being entered into on _____, 201__ by and between **FLORA PARK COMMUNITY ASSOCIATION** (hereinafter referred to as the "Association"), a California nonprofit mutual benefit corporation, and _____ (collectively referred to as "Owner"), an individual or individuals. Owner and Association are referred to herein individually as the "Party" and collectively as the "Parties."

RECITALS

- A. The Association is a community association, as defined in California Civil Code Section 4080, formed to govern, control and manage various common areas and approximately 244 Residences existing within the Association located in Cypress, California.
- B. Owner is the record Owner(s) of real property located within Association, commonly defined as _____, Cypress, CA.
- C. Owner is a member of the Association and is bound to comply with the restrictions and requirements set forth in the Association's Governing Documents. Those Governing Documents include, among other items, the Association's "Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Ovation at Flora Park" recorded in the Official Records, County of Orange, as Document No. 5444244 (hereinafter referred to as the "Declaration").
- D. The Association, as a common interest development, has dedicated certain real property as Association Property, as defined in Article I of the Association's Declaration and has installed various Improvements thereon, including, but not limited to Recreational Facilities (hereinafter referred to as the "Recreational Facilities").
- E. Owner desires to hold an Organized Event on the Recreational Facilities. For purposes of this Agreement, the term Organized Event shall mean and refer to an event to be held by Owner on _____, 20__, in or on the Recreational Facilities, with approximately _____ people in attendance.
- F. The Association desires to permit Owner the ability to utilize the Recreational Facilities for the purpose of holding an Organized Event, subject, however, to the terms and conditions outlined in this Agreement.
- G. The Parties now wish to enter into this Agreement to define the Parties respective rights and obligations hereto.

NOW THEREFORE, the Parties hereby agree as follows:

TERMS AND CONDITIONS

- 1. **Adoption of Recitals.** The Parties acknowledge the accuracy of the Recitals above and hereby adopt and incorporate each as the basis for this Agreement.
- 2. **Owner's Obligations.** Owner shall ensure that Owner, Guests, and any other invitee(s) conduct themselves in compliance with the Association's Governing Documents. Owner shall be required to procure (if Owner does not already have) and maintain an insurance policy covering Owner, Guests, and any other invitee(s) for bodily injury and property damage as a result of the use of the Recreational Facilities. Owner shall name the Association as an additional insured and shall provide Association with evidence of the same prior to the Organized Event. If Owner retains any vendors for the Organized Event (collectively referred to as "Vendor"), Owner shall require, as part of his and/or her contract with Vendor,

that Vendor: (1) procure and maintain comprehensive general liability insurance, (2) name the Association as an additional insured, and (3) provide evidence of the same prior to the Organized Event.

3. **Damage to the Recreational Facilities.** In the event that any portion of the Recreational Facilities are damaged or destroyed by any negligent or malicious act or omission of Owner, Guests, or any other invitee(s), Owner shall be responsible for the cost of repairing such damage in accordance with the CC&R's of the Association's Declaration. Any increase in insurance payable by the Association as the result of damage by any negligent or malicious act or omission of Owner, Guests, or any other invitee(s), shall also be paid by Owner. The Board shall have the power to levy a Special Assessment, as defined in the CC&R's of the Declaration, against Owner for the cost of repair(s) or for an amount equal to any such increase in premium.
4. **Owner's Breach.** In the event that Owner breaches any terms, conditions or requirements of this Agreement, or any provision contained within the Association's Governing Documents, said breach shall, at the Association's Election, subject the Owner to discipline pursuant to the CC&R's of the Association's Declaration, which may include suspending Owner's right to use the Recreational Facilities.
5. **Indemnification.** Owner shall indemnify and hold harmless the Association, its officers, Directors, agents, employees, members, and representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees, expert witness fees, and court costs) relating to personal injury and/or property damage, arising out of or resulting in whole or in part from Owner's, Guests', or other invitee's use of the Recreational Facilities, and/or from the breach of any term of this Agreement.
6. **Entire Agreement.** This Agreement is the only agreement between the Parties with respect to the subject matter of this Agreement and, with the exception of any applicable provisions of the Governing Documents binding upon Owner, any other agreements, understandings, or representations between the Parties with respect to such subject matter are superseded and terminated by this Agreement. This Agreement may be amended only by a written instrument executed by all Parties. This Agreement may be executed in counterparts.
7. **Severable Provisions.** The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.
8. **Effect of Waiver.** The waiver by any Party of a breach of any term, promise, or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same, or any other term, promise, or condition. The failure by either Party to enforce any right for a period of time shall not constitute a waiver of such right or any term, promise, or condition of this Agreement.
9. **Attorneys' Fees.** If any action or proceeding is instituted by any person to enforce or interpret the provisions hereof, the prevailing party in such action or proceeding shall be entitled to recover from the other Party or Parties its costs and expenses incurred in connection therewith, including without limitation, reasonable attorneys' fees and the costs and expenses of litigation.
10. **Authorization to Execute.** The Parties identified below represent and warrant that they are authorized to execute and to bind the Parties whom they represent to the terms and conditions of this Agreement

IN WITNESS WHEREOF, this Agreement is hereby executed by the Parties hereto, to be effective as of the date of its recordation.

FLORA PARK COMMUNITY ASSOCIATION
A California Nonprofit Mutual Benefit Corporation

Dated: _____

By: _____

Its: _____

Dated: _____

By: _____

Its: _____

HOMEOWNER(S)

Dated: _____

EXHIBIT "G"

FLORA PARK COMMUNITY ASSOCIATION

**AGE VERIFICATION FORM
OVATION AT FLORA PARK
AGE AND OCCUPANCY SURVEY FORM
(REQUIRED TO ASSESS COMPLIANCE WITH STATE AND FEDERAL LAW)**

THIS SURVEY CONCERNS THE RESIDENCE LOCATED AT:(<i>"Property"</i>)

Ovation at Flora Park (the **"Community"**) is an age-qualified Community for persons 55 years of age or older. Individuals who are under 55 may not occupy any Residence for more than sixty (60) days (whether consecutive or non-consecutive) in any calendar year, unless they satisfy specific criteria under applicable state and federal law for permanent occupancy. Applicable age and other occupancy criteria for each Resident are set out in the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for the Community (**"Declaration"**). The Homeowner's Association for the Community (the **"Association"**) is required under the Declaration to monitor and enforce compliance with age and occupancy criteria throughout the Community.

IN ORDER TO ENSURE THAT THE COMMUNITY CONTINUES TO COMPLY WITH APPLICABLE LAW, THE INFORMATION CALLED FOR IN THIS FORM WILL BE COLLECTED BY THE ASSOCIATION AT THE FIRST CLOSE OF ESCROW FOR THE PROPERTY, THE CLOSING OF EACH RE-SALE, THE COMMENCEMENT OF EACH LEASE TERM AFFECTING THE PROPERTY, AND WHENEVER A NEW OCCUPANT MOVES INTO A RESIDENCE, BUT IN NO EVENT LESS FREQUENTLY THAN ONCE EVERY TWO (2) YEARS. THE BOARD MAY, IN ITS DISCRETION, REQUIRE THAT THIS INFORMATION BE COLLECTED MORE FREQUENTLY IF NECESSARY TO ASSESS COMPLIANCE WITH THE DECLARATION AND APPLICABLE LAW. THE INFORMATION COLLECTED IN THIS FORM WILL BE HELD IN CONFIDENCE TO THE GREATEST DEGREE POSSIBLE. A WRITTEN SUMMARY OF THE INFORMATION OWNERS AND TENANTS PROVIDE WILL BE KEPT ON FILE WITH ASSOCIATION AND MADE AVAILABLE FOR INSPECTION.

THIS FORM IS TO BE COMPLETED BY THE OWNER OR TENANT OF THE PROPERTY. OWNER AND TENANT COOPERATION IS REQUIRED UNDER THE DECLARATION AND IT IS ESSENTIAL TO PRESERVING OUR CONTINUED RIGHT TO OPERATE AS AN AGE-QUALIFIED COMMUNITY.

Owner must attach proof of age (photocopy of state identification card, passport, driver's license, birth certificate, or other positive identification acceptable to Association) for every permanent occupant listed on this survey who occupies the Property as a "Qualifying Resident" or "Qualified Permanent Resident." Homeowners may mark out the identification or driver's license number or passport number from the photocopy. Proof of age must show name, address and date of birth to comply with law governing age-

qualified communities. The Association reserves the right to verify any information given below. Underage disabled persons who will qualify for occupancy under Category C3 below must show proof that they are a child or grandchild of the Qualifying Resident.

I, the undersigned, declare as follows:

- 1. CHECK ONE: I am an Owner of the Property; OR
 I am not an Owner but I reside in the Property; OR
 I reside in the Property as a tenant or as a co-resident with a tenant under a lease or rental agreement with the Owner.

2. The following is a complete list of the current permanent occupants of the Property:

Print Name of Occupant 1	Age	Date of Birth
Print Name of Occupant 2	Age	Date of Birth
Print Name of Occupant 3	Age	Date of Birth
Print Name of Occupant 4	Age	Date of Birth

(If there are additional permanent occupants, please attach additional sheets.)

THIS FORM IS TO ASSIST OWNERS, TENANTS AND ASSOCIATION IN DETERMINING WHETHER THE OCCUPANTS OF THE PROPERTY COMPLY WITH THE AGE AND OCCUPANCY REQUIREMENTS OF THE DECLARATION. PERSONS WHO DO NOT QUALIFY FOR PERMANENT OCCUPANCY UNDER ONE (1) OF THE CATEGORIES DESCRIBED BELOW AND IN THE DECLARATION MAY NOT OCCUPY THE PROPERTY FOR MORE THAN SIXTY (60) DAYS IN ANY CALENDAR YEAR.

PART I	<p>THIS PART MUST BE COMPLETED FOR EACH OCCUPANT OF THE PROPERTY (BOTH OWNER AND NON-OWNER) BY AN OWNER OR TENANT OF THE PROPERTY. NONRESIDENT OWNERS ARE RESPONSIBLE FOR ENSURING THAT ALL RESIDENTS OF THE PROPERTY TIMELY AND FULLY COMPLY WITH EACH SURVEY AND ALL APPLICABLE AGE AND OCCUPANCY RESTRICTIONS.</p> <p>ALL PERMANENT OCCUPANTS OF THE PROPERTY MUST MEET AT LEAST ONE (1) OF THE FOLLOWING QUALIFICATIONS FOR RESIDENCY IN THE COMMUNITY. CHECK ONLY ONE (1) OF THE FOLLOWING FOR EACH OCCUPANT (PLEASE ATTACH ADDITIONAL SHEETS AS NECESSARY):</p>
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CATEGORY A: QUALIFYING RESIDENT	<input type="checkbox"/>	<p>QUALIFYING RESIDENT. The occupant named below is 55 years of age or older and occupies the Property on a permanent basis. For purposes of this survey, "permanent basis" means the occupant considers the Property to be his or her primary legal Residence and either resides in it continuously or returns to occupy</p>
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		<p>the Property during every calendar year. PRINT NAME OF QUALIFYING RESIDENT _____ DATE OCCUPANCY COMMENCED _____</p>
<p>CATEGORY B: PERMITTED HEALTH CARE RESIDENT</p>	<p><input type="checkbox"/></p>	<p>PERMITTED HEALTH CARE RESIDENT. The occupant named below does not qualify for permanent occupancy as a Qualifying Resident (Category A above) or as a Qualified Permanent Resident (Category C below), but actually provides live-in, long-term or hospice health care to:</p> <p>_____</p> <p>who is a Qualifying Resident (as defined under Category A above).</p> <p>AND, the care that this occupant provides is substantial in nature and includes assistance with necessary daily activities or medical treatment or both.</p> <p>_____</p> <p>PRINT NAME OF PERMITTED HEALTH CARE RESIDENT</p> <p>_____</p> <p>DATE OCCUPANCY COMMENCED</p> <p><input type="checkbox"/> (CHECK IF APPLICABLE) The named occupant is a family member of the Qualifying Resident; OR</p> <p><input type="checkbox"/> (CHECK IF APPLICABLE) The named occupant is not a family member of the above Qualifying Resident, but is hired to provide the above care to the Qualifying Resident for compensation. Compensation includes lodging and food in exchange for care.</p> <p>AND, the above-named occupant is permitted to occupy the Property as a Permitted Health Care Resident because, as of the date of this Survey:</p> <p><input type="checkbox"/> The Qualifying Resident receiving live-in care is present in the Property; OR</p> <p><input type="checkbox"/> Commencing _____, the Qualifying Resident receiving live-in care is absent for a period not to exceed 90 days to receive necessary medical care or hospitalization, but has made written request to the Board of Directors to permit the above-named occupant to remain during such absence; OR</p> <p><input type="checkbox"/> The Permitted Health Care Resident has occupied the Property for the past ninety (90) days under the hospitalization exception immediately above, and has received written authorization from the Board of Directors to continue occupancy for an additional period not to exceed ninety (90) days commencing _____ which period the Board has been advised is a reasonably commensurate with the anticipated duration of the Qualifying Resident's additional period of medical care or hospitalization.</p>

<p>CATEGORY C: QUALIFIED PERMANENT RESIDENT</p>	<p><input type="checkbox"/></p>	<p>QUALIFIED PERMANENT RESIDENT. The occupant named below is not 55 years of age or older and is not a Permitted Health Care Resident, but qualifies for permanent occupancy in the Property as a Qualified Permanent Resident, because of the following (check C.1, C.2, or C.3 below as applicable):</p>
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		<p>_____ PRINT NAME OF QUALIFIED PERMANENT RESIDENT</p> <p>_____ DATE OCCUPANCY COMMENCED</p> <p>(To qualify under C.1 or C.2 below, Resident must satisfy at least one (1) of the following categories): CHECK ONE:</p> <p>1. <input type="checkbox"/> The named Qualified Permanent Resident is 45 years of age or older; OR</p> <p>2. <input type="checkbox"/> The named Qualified Permanent Resident is the spouse, cohabitant* or person providing primary physical or economic support to the Qualifying Resident named in Category A above.</p> <p>*For purposes of this question, a “cohabitant” is a person who lives with the Qualifying Resident named in Category A above as a husband or wife or as a domestic partner.</p> <p>OR:</p> <p><input type="checkbox"/> (CHECK IF APPLICABLE) Neither 1 nor 2 above apply, and therefore C.1 and C.2 below do not apply to this occupant. The named occupant does not satisfy requirements for occupancy as a Qualified Permanent Resident unless C.3 applies (skip to C.3).</p>
<p>CHOOSE ONE OF THE FOLLOWING:</p>	<p>C.1 Qualifying Resident Present</p>	<p><input type="checkbox"/> This occupant occupies the Property with _____ _____ who is a Qualifying Resident named in Category A above, and is a permanent occupant of the Property; OR</p>
	<p>C.2 Qualifying Resident Absent</p>	<p><input type="checkbox"/> This occupant occupied the Property with the Qualifying Resident named in Category A above and was a permanent occupant of the Property before (mark at least one box and give date below):</p> <p><input type="checkbox"/> The Qualifying Resident's death; OR</p> <p><input type="checkbox"/> The Qualifying Resident's hospitalization; OR</p> <p><input type="checkbox"/> The Qualifying Resident's prolonged absence from the Property; OR</p> <p><input type="checkbox"/> The dissolution of our marriage.</p> <p>Which occurred on (date) _____</p>

	<p>C.3 (To be completed only if C.1 or C.2 do not apply)</p>	<input type="checkbox"/>	<p>ALTERNATIVE FOR DISABLED PERSONS (CHECK IF APPLICABLE): The occupant named above is a physically or mentally disabled person or person with a disabling illness or injury, AND is a child or grandchild of _____ _____ who is either a Qualifying Resident named under Category A above, or who is a Qualified Permanent Resident named under Category C.1 or C.2 above.</p> <p>AND</p> <p>Because of this occupant's disability or disabling condition, this occupant needs to live in the Property with the Qualifying Resident or Qualified Permanent Resident named above.</p>
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PART II: CERTIFICATION AND SIGNATURE.

I HAVE ATTACHED PROOF OF AGE TO THIS FORM AND CERTIFY THAT IT IS A TRUE AND CORRECT COPY OF THE ORIGINAL. I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT ALL THE FOREGOING STATEMENTS ARE TRUE AND CORRECT.
 EXECUTED THIS _____ DAY OF _____, 20____, AT _____, CALIFORNIA.

OWNER(S)/TENANT(S):

 Signature

 Printed Name

 Signature

 Printed Name

NOTE TO PREPARER: ATTACH ADDITIONAL PAGES FOR ALL OCCUPANTS
ATTACH PROOF OF AGE FOR ALL PERMANENT OCCUPANTS

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED
 (TOTAL ADDITIONAL PAGES _____)

EXHIBIT "H"

FLORA PARK COMMUNITY ASSOCIATION

WINE LOCKER USE AND RELEASE AGREEMENT

Owner's Name: _____ Date _____

Address: _____ Email _____

Home Phone _____ Cell Phone: _____

Wine Locker Number: _____ (to be completed by Association)

I hereby request permission from the Flora Park Community Association ("Association") Board of Directors to utilize, for a _____ period ("Term"), the unassigned common area wine locker ("Locker") referenced above for wine storage. The Term would start on _____ and end on _____ (to be completed by the Association). In consideration for the Association's permission to temporarily use the Locker for the Term, I hereby agree to the following:

1. **Fee:** To pay the Association a one time annual fee of \$ 25 . Payment must be submitted with this Agreement. If a Locker is not assigned, the fee will be returned.
2. **Proper Use and Storage:** To only store and keep wine bottles in the Locker. I shall not place or keep, or allow to be placed or kept, any toxic, hazardous, illegal or other dangerous substance or materials in the Locker, or anything else that could pose a risk of harm or injury to persons or property.
3. **Lock.** I agree and understand that I am solely responsible for securing the Locker and its contents through use of the key provided to me. I agree to open the Locker for Association inspection upon demand, and further agree that the Association may cut off the lock without liability to me if I fail to so open the Locker for inspection. I agree that I am responsible to reimburse the Association in the event the key provided is not returned at the expiration of my term.
4. **Assumption of Risk.** I freely assume all risks associated with storing and keeping property in the Locker, including risk of damage, loss or destruction of the property from fire, theft, flood, leaks, heat, cold, mold, mildew, insects, rodents or any other cause whatsoever. I acknowledge and agree that the Association does not provide security or otherwise provide any protection for the Locker or the contents therein. I further acknowledge and agree that the Association does not control the Locker temperature, makes no representations about the temperature and I accept that the temperature may rise above or go below ideal wine storage temperatures.
5. **Authority of the Association.** I agree to abide by all rules, regulations and decisions of the Association pertaining to the Locker, including but not limited to, imposition of an additional fee or deposit for use of the space or damage thereto, removal of all property from the Locker (on either a temporary or permanent basis) to accommodate periodic common area maintenance or repairs or for any other purpose including reallocation of locker spaces or cancellation of this Agreement.
6. **Insurance.** I acknowledge the Association does not have any responsibility to insure the Locker or the contents therein. I agree to obtain and maintain my own insurance coverage for the property kept or stored in the Locker.

- 7. **RELEASE FROM LIABILITY.** I hereby fully RELEASE, WAIVE AND DISCHARGE the Association, its members, directors, officers, representatives, administrators, agents, partners, employees, attorneys, insurers, successors and assigns, FROM ANY AND ALL PAST, PRESENT OR FUTURE CLAIMS, LOSSES, DAMAGES, ACTIONS AND CAUSES OF ACTION, OF WHATEVER KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, INCLUDING, BUT NOT LIMITED TO, CLAIMS BASED ON THE ACTIVE OR PASSIVE NEGLIGENCE OF THE ASSOCIATION, LOST OR DAMAGE TO REAL OR PERSONAL PROPERTY, AND/OR WRONGFUL DEATH, based on, arising out of or in connection with the Locker or use of the Locker or placement and removal of contents therein.
- 8. **INDEMNIFICATION.** I hereby agree to INDEMNIFY and HOLD HARMLESS the Association, its members, directors, officers, representatives, administrators, agents, partners, employees, attorneys, insurers, successors and assigns, FROM ANY AND ALL CLAIMS, DAMAGES, ACTIONS, CAUSES OF ACTION, LIABILITIES, LOSSES, COSTS, ATTORNEYS' FEES AND ANY OTHER EXPENSES, based on, arising out of or in connection with the Locker, placement, storage and removal of contents, or use of the Locker in any way.
- 9. **Non-Assignable.** This Agreement is personal to Owner and is not assignable or transferable.
- 10. **Termination/Renewal.** Owner acknowledges and agrees the Association may terminate this Agreement immediately if the Locker is used in violation of the terms of this Agreement, the Association's Governing Documents, or law; and at any time without cause upon ten (10) days written notice to Owner addressed to the address described above. At the end of the Term, this Agreement shall not rollover and any property or items left in the Locker at the end of the Term are forfeited.
- 11. **Disposal of Contents.** I expressly acknowledge and agree the Association shall have the right to dispose of or sell (at the Association's sole discretion) the contents of the Locker that are not removed at the termination of this Agreement or if there are any illegal, toxic, hazardous, or dangerous items being stored in the Locker. In the event this Agreement is terminated, the Association shall have the right to immediately dispose of the contents of the Locker.
- 12. **Right of Entry.** Owner acknowledges and agrees the Association may inspect the Locker and the contents therein at any time without notice to Owner.
- 13. **Attorneys' Fees and Costs.** In the event an action is brought by any party for breach or interpretation of this Agreement, the prevailing party shall be awarded all costs and expenses of suit, including reasonable attorneys' fees.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNED THIS AGREEMENT.

OWNER

Date: _____

(Signature)

(Print Name)

EXHIBIT "I"

FLORA PARK COMMUNITY ASSOCIATION

APPLICATION FOR A RESIDENT PERMITTED VEHICLE FOR FLORA PARK

Please include copies of valid DMV registrations for ALL Resident vehicles.

Number of Resident Permitted Vehicles Requested: [] 1 [] 2

Unit Owner's Name: _____

Resident Name (if not the Owner): _____

Resident Email (to receive application approval): _____

Address: _____

Home Phone: _____ Cell Phone: _____

THE FOLLOWING VEHICLE(S) WILL BE PARKED IN THE GARAGE:

Make: _____ Model: _____ Color: _____ License Plate: _____

Make: _____ Model: _____ Color: _____ License Plate: _____

THE FOLLOWING VEHICLE(S) WILL NEED TO BE PERMITTED TO PARK OVERNIGHT IN COMMON AREA:

Make: _____ Model: _____ Color: _____ License. Plate: _____

Make: _____ Model: _____ Color: _____ License. Plate: _____

Please email completed form to florapark@theprimeas.com

All items in this application must be completed in full. Failure to complete every line of this form completely will result in denial of the application. Any untruthful statements made on this application will result in forfeiture of parking privileges. The undersigned Resident agrees that the statements made on this application are true and accurate. The undersigned Resident further agrees that he/she has read and understands all of the Association's parking rules and regulations and agrees to follow them, and that any illegally parked vehicle may be towed as provided by law.

OWNER

Date: _____

(Signature)

(Print Name)

EXHIBIT "J"

FLORA PARK COMMUNITY ASSOCIATION

NOTICE OF SATELLITE DISH INSTALLATION FORM

Name: _____ Date: _____

Address: _____ Lot No.: _____

Home Phone: _____ Cell Phone: _____ Email _____

Satellite Dish Agreement:

I, _____ (*Insert Name*), have read the satellite installation procedure for the Association and agree to install the device per the requirements.

The device will be installed on _____ (*Insert Date*). I understand that if the satellite dish device CANNOT be installed per the Satellite Dish Installation Policy, I must submit a Category II application for Architectural Approval PRIOR to installation detailing the proposed installation.

I understand that after installation, if the device is not in FULL and COMPLETE compliance, I am 100% monetarily responsible for making all necessary changes to the installation in order to bring the device into compliance. I am also aware that any damage resulting from the installation is my responsibility to repair.

I understand if I sell my Home, I am responsible for the removal of the satellite dish device and must repair any and all damage to the area where the dish was installed, including all areas of wiring, etc.

Owner(s) Signature: _____ Date: _____

Return to:
Flora Park Community Association On-site Office
c/o Prime Association Services
10870 Flora Park Way
Cypress, CA 90720
florapark@theprimeas.com

BOARD USE ONLY

IN COMPLIANCE: ____ Yes ____ No CORRECTIONS REQUIRED: _____

EXHIBIT "K"

FLORA PARK COMMUNITY ASSOCIATION

GATE ENTRY SYSTEM FORM

Please provide first and last names as they should appear on the vehicle gate directory.

Last Name: _____ Email Address _____

First Name(s): _____

Telephone: _____ Secondary Telephone: _____

Address: _____

FOB No.: _____

Gate Remote No's.: _____

Please return form to:
Flora Park Homeowner's Association
c/o Prime Association Services
10870 Flora Park Way
Cypress, CA 90720
Telephone: 800.706.7838
Fax
florapark@theprimeas.com

For Management Use Only:
Received Date: _____
Entered Date: _____
ID No. _____
Pin No. _____

NEIGHBOR TO NEIGHBOR DISPUTE POLICY

This Neighbor to Neighbor Dispute Policy was duly adopted by the Board of the Flora Park Community Association. Nothing herein is intended to be construed as an attempt to relieve the Association or the Board from any of its duties under the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Ovation at Flora Park or any other Governing Documents. This policy only establishes a prerequisite to Association involvement in certain, limited, "Neighbor to Neighbor Disputes."

DEFINITIONS

1. "Neighbor to Neighbor Dispute" shall mean a dispute or complaint(s) lodged by one Homeowner against another Homeowner which, in the Board's sole discretion, does not impact the Association Property (examples include, without limitation, parking, noise, animals).
2. "ADR" shall mean Alternative Dispute Resolution; specifically, mediation or arbitration.
3. "Written Certification" shall mean a letter signed by the disputing parties, certifying that one (1) 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

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.
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.
3. The parties to the Neighbor to Neighbor Dispute shall be required to use best efforts to submit their dispute to either the applicable governmental agency or ADR prior to seeking Association involvement in resolving the dispute. For ADR, this may be accomplished by complaining party serving the other (responding) party(ies) with a Request for Resolution in accordance with California Civil Code Section 5935.
4. Upon receiving written certification that the parties first attempted to resolve the Neighbor to Neighbor Dispute by contacting the applicable government agency and/or 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 the Association's Notice and Hearing procedures.

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

IMPORTANT HOMEOWNER NOTICE**SUMMARY OF
INTERNAL DISPUTE RESOLUTION PROCESS
AND
ALTERNATIVE DISPUTE RESOLUTION PROCEDURES****ASSOCIATION'S INTERNAL DISPUTE RESOLUTION PROCESS ("IDR").**

In accordance with Civil Code Section §5900 et seq., the Association has adopted the following internal dispute resolution process to be followed by the Association and Owners in connection with disputes relating to the enforcement of the Association's Governing Documents, the Davis-Stirling Common Interest Development Act (Civil Code Section 4000 et seq.) and Section 7110 et seq. of the Nonprofit Mutual Benefit Corporation Code (collectively, the "Disputes").

Either party to a "**Dispute**" may invoke the following procedure:

- 1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
- 2) An Owner may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.
- 3) The Association's Board of Directors shall designate a member of the Board to meet and confer.
- 4) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.
- 5) A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board designee on behalf of the Association.
- 6) The agreement reached binds the parties and is judicially enforceable if both of the following conditions are satisfied: (a) The agreement is not in conflict with law or the Governing Documents of the common interest development or Association; and (b) The agreement is either consistent with the authority granted by the Board of Directors to its designee or the agreement is ratified by the Board of Directors.

Please note that a member of the Association may not be charged a fee to participate in the process.

- A. **TIME FOR COMPLETION OF ADR.** Where the Request is accepted, the parties must complete the ADR within ninety (90) days of receipt of the acceptance. However, the parties can stipulate in writing to extend this period.
- B. **COST OF ADR.** The cost of ADR shall be borne by the parties.
- C. **TOLLING OF STATUTE OF LIMITATIONS.** If a Request for Resolution is served before the end of the applicable statute of limitations, the time limitation is tolled for certain periods specified in Civil Code Section 5945.
- D. **CERTIFICATE.** In the event that a lawsuit is eventually commenced, the party filing must file with the initial pleading a certificate stating that one or more of the following conditions is satisfied: (1)

alternative dispute resolution has been completed in compliance with 5925 et seq.; (2) one of the parties to the dispute did not accept the terms offered for alternative dispute resolution; or, (3) preliminary or injunctive relief is necessary.

CONSEQUENCES FOR FAILURE TO COMPLY WITH THE ADR LAW

The failure to file the aforementioned certificate with the Court is grounds for a demurrer or motion to strike unless the Court finds that dismissal of the action for failure to comply would result in substantial prejudice to one of the parties. Additionally, in awarding attorney's fees and costs, a court may consider whether a party's refusal to participate in ADR before commencement of the enforcement action was reasonable. As a result, it is important to seek independent counsel in the event that as an Owner has further questions.

Failure of a member of the Association to comply with the Alternative Dispute Resolution requirements of Section 5930 of the Civil Code may result in the loss of Homeowner's right to sue the Association or another member of the Association regarding enforcement of the Governing Documents or the applicable law.

The preceding summary has been provided in accordance with Civil Code Section 5965.

Address for the Association's Property Management Company address for overnight delivery shall be:

Prime Association Services,
27290 Madison Avenue, Suite 300
Temecula, CA 92590

POLICY STATEMENT FOR OPEN FORUM AND BOARD MEETING CONDUCT

The Board welcomes Resident attendance at the Board meetings to observe business matters that take place involving the Association. In order to give Owners an opportunity to address the Board, and in accordance with California Civil Code Section 4280, the Board has set aside a period of time at each Board meeting (called "Open Forum") for the Owners to address the Board.

THE PROCEDURE FOR OPEN FORUM IS SIMPLE

1. Owner is to raise his/her hand to be recognized by the President of the Board or fill out the "Request to Address the Board" form and wait for his/her name to be called.
2. Owners are to state their concern in clear and simple terms, and please limit speaking to three (3) minutes.
3. If someone else has already stated the concern, but an Owner has something new to be added to the concern already expressed, Owner is to raise his/her hand to be recognized; however, the President may limit participation to once per Owner.
4. Please do not interrupt others while they are speaking.
5. Maintenance related items are to be directed to Prime Association Services by calling or writing (Open Forum is not the proper venue to report maintenance items).
6. Please realize that while the Open Forum is a time for a Homeowner to express an opinion or concern to the Community Board, he/she may not receive an immediate response or decision. The Board will take concerns into consideration, but may not necessarily act upon them at the meeting, unless the concern is vital to an agenda item decision.

UNDERSTANDING BOARD MEETING CONDUCT

1. The Board meeting is a business meeting of the Board.
2. Owners are members of the Association, and Homeowners elect the Board members to take care of those interests.
3. Business matters come before the Board when a motion is made and seconded. Each motion has a discussion period before a vote is taken. This discussion is to take place only between Board members and with the Property Management Company, if needed.
4. When a vote on a motion is taken, it is voted on by the Board members only.
5. If a Homeowner would like an item to be considered by the Board to be on a future agenda for a decision, he/she is to submit the request or suggestion in writing at least two (2) weeks prior to the next meeting. If a Homeowner only wants to verbally address the Community Board, without their making a decision at the meeting, Homeowner's written input can be received up until the day before the Board meeting. (Please Note: The Board may be unable to make decisions on items until they have done the proper research and had time to consider their findings.)
6. If a Homeowner is unable to attend a Board meeting, he/she is always welcome to send concerns in writing to the Board via the Property Management Company. Written requests can be sent via fax, mail or email. In order to ensure concerns are appropriately conveyed, all concerns must be in writing. Verbal requests will not be accepted.

FLORA PARK COMMUNITY ASSOCIATION

Policy and Procedures for Collection of Delinquent Assessments, Fees, Charges and Costs

POLICY: Pursuant to provisions of Senate Bill 137 and The Davis-Stirling Act, The Collection Policy for the collection of Delinquent Assessments, Fees, Charges and Costs is revised and restated as follows:

Assessments – Assessments subject to this Policy include the monthly regular Assessments and any levied special Assessments or lien able monetary penalties.

Collection Fees and Costs – The Costs of collection of delinquent Assessments, including late charges, finance/interest charges and reasonable attorney and/or collection fees and costs, are included as a charge against a member's Assessment account and are included in the amount of any lien recorded against the property and any recovery actions by the Association.

Delinquency – The term "delinquency" shall include any delinquent unpaid regular or special Assessments, late charges, interest, and costs of collection incurred.

Foreclosure – A legal process which results in the sale of the Property to satisfy the payment of Assessments, fees and costs owed on the account.

Partial Payments – If a partial payment is received which is less than the lien able unpaid balance owed on the member's account, including the collection charges, the Association may elect to accept the partial payment. If the partial payment is accepted, it shall not act as a waiver of the Association's right to require payment of all sums.

Payments – Payments received after a delinquent account is assigned to the Association's attorney for collection shall be forwarded by the Association directly to the attorney. If the partial payment is accepted, it shall be credited first to outstanding principal balances on the member's account pursuant to California Civil Code 5655 and the remaining unpaid balance shall be subject to this Policy.

Payment Plans – The Homeowner may request a payment plan. This request must be made within **fifteen (15) days from the postmarked date of the Pre Lien (Intent to Lien) notice**. The Board of Directors shall meet with/respond to the Homeowner within **forty-five (45) days from the postmarked date of the Homeowner request**. Payment plans may be approved at the sole discretion of the Board of Directors based upon the circumstances of each delinquent account.

Personal Liability – All Assessments, late charges, interest and costs of collection, including attorney/collection fees, are the personal obligation of the Owner of the Property at the time of the Assessment or other sums are levied according to Civil Code Section 5650.

Returned Check Charges – The bank charge (currently \$25.00) shall be added to the account of any member whose check to the Association is returned or dishonored by the member's bank.

Statements – Monthly statements are a courtesy to the members and not an invoice for payment. Monthly statements may not reflect any or all collection costs incurred on a delinquent account, including attorney or trustee fees and costs which have been charged to the account.

Waiver of Charges – If a member's account becomes delinquent and the Association is required to incur certain charges due to the member's delinquency, the Association's policy is to not waive the delinquent member's payment of these charges. Other Association members should not have to pay for the collection charges incurred due to an individual member's delinquency.

Address for Overnight – The Association's address for overnight delivery shall be:

Prime Association Services
27290 Madison Avenue, Suite 300
Temecula, CA 92590

PROCEDURE:

Due Date: Regular Monthly Assessments are due on the **first (1st)** day of each month. All other Assessments are due on the date levied, late charges, costs of collection, attorney fees and costs are due upon the date incurred.

DELINQUENCIES:

Fifteen (15) Days Past Due:

The account becomes delinquent and a **late charge** equal to **Ten Dollars (\$10.00) or Ten Percent (10%)** is charged to the delinquent Homeowner's account. Any balance on the account will generate a late charge and interest, including fines.

Thirty (30) Days Past Due:

Interest commences at the rate of twelve (12%) percent per annum on all regular and special Assessments, late charges, and costs of collection (the "Delinquency") and will be charged to the Homeowner's account and appear on their Statement. Upon Board approval of **Suspension of Privileges**.

Sixty (60) Days Past Due:

A **Pre Lien (Intent to Lien)** package and letter is sent to the Homeowner(s) at the Association's mailing address of record by Certified Mail pursuant to California Civil Code 5660 informing them of their right to participate in dispute resolution under the Association's "**Meet and Confer**" program (**IDR**) Civil Code 5910 and that the Association shall record a lien against the Homeowner's property in the event full payment of lien able Assessments is not received within **thirty (30) days**. The delinquent Homeowner's account shall be charged \$175.00 for issuance of the Pre Lien letter plus \$25.00 per owner(s) exceeding two.

Ninety (90) Days Past Due:

Upon Board approval, the Association shall proceed to have a **Notice of Delinquent Assessment Lien** prepared and recorded against the Homeowner's property on behalf of the Association. The delinquent Homeowner's account shall be charged \$399.00 for the fees and any other costs, associated plus \$25.00 per Owner(s) exceeding two, with the preparation and recording of the Assessment lien. A copy of the Notice of Delinquent Assessment Lien shall be mailed to the delinquent Owner by Certified and First Class Mail.

Note the Board may elect to pursue **Small Claims Action** pursuant to Civil Code 5705(b), in addition to or in lieu of filing a lien against the property. The delinquent Homeowner's account shall be charged \$450.00 for the fees and any other costs associated with the preparation and recording of a Small Claims Action.

Pre Foreclosure:

Upon Board approval, the delinquent account will be assigned to the Association's attorney (Preparation fee for Attorney File \$350.00). Attorney will prepare an "**Intent to Foreclose**" letter to be sent to the delinquent Homeowner advising that the attorney shall initiate foreclosure upon the Assessment lien unless full payment is received with fifteen (15) days. This letter shall also advise the delinquent Homeowner of their right to participate in dispute resolution under the Association's "**Meet and Confer**" program or by **Alternative Dispute Resolution (ADR)**, Civil Code 5920.

Foreclosure:

If not paid at the expiration of the **fifteen (15) day** period, the attorney shall commence a **Judicial Foreclosure or Non-Judicial Foreclosure** of the Assessment lien by recording a Notice of Default and serving it upon the delinquent Homeowner with a copy of the Board's decision to foreclose. The foreclosure shall be conducted pursuant to Civil Code 5705(a), 5715(a), 5720(c) for the foreclosure of deeds of trust. No foreclosure sale shall take place until delinquent Assessments exceed \$1800.00 or the Assessments are more than twelve (12) months delinquent.

In lieu of proceeding with the foreclosure of the Assessment lien, the Board may elect to proceed with a **Small Claims Action** or a **Judicial Lawsuit** for collection of the delinquency at any time after a lien has been filed. This is an option and not a requirement. The delinquent Homeowner's account shall be charged for all the fees and any other costs associated with the preparation and recording these actions.

STATUTORY NOTICE RE: ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of Owners of property in common interest developments and the Associations that manage them. Please refer to the Sections of Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. A Homeowner may wish to consult a lawyer if he/she disputes an Assessment.

ASSESSMENTS AND FORECLOSURE

Assessments become delinquent fifteen (15) days after they are due, unless the Governing Documents provide for a longer time. The failure to pay Association Assessments may result in the loss of an Owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure or without court action, often referred to as non-judicial foreclosure. For liens recorded on and after January 1, 2006, an Association may not use judicial or non-judicial foreclosure to enforce that lien if the amount of the delinquent Assessments or dues, exclusive of any accelerated Assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800.00). For delinquent Assessments or dues in excess of one thousand eight hundred dollars (\$1,800.00) or more than twelve (12) months delinquent, an Association may use judicial or non-judicial foreclosure subject to the conditions set forth in Section 5720(b) (c) of Civil Code. When using judicial or non-judicial foreclosure, the Association records a lien on the Owner's property. The Owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5605, 5660, and 5720 (a) (c) of Civil Code)

In a judicial or non-judicial foreclosure, the Association may recover Assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The Association may not use non-judicial foreclosure to collect fines or penalties, except for costs to repair Association Property damaged by a member or a member's guests, if the Governing Documents provide for this. (Sections 5620 and 5725 of Civil Code)

The Association must comply with the requirements of Section 5660 of Civil Code when collecting delinquent Assessments. If the Association fails to follow these requirements, it may not record a lien on the Owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the Association. (Section 5690 of Civil Code)

At least **thirty (30) days** prior to recording a lien on an Owner's separate interest, the Association must provide the Owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the Owner. An Owner has a right to review the Association's records to verify the debt. (Section 5660 of Civil Code)

If a lien is recorded against an Owner's property in error, the person who recorded the lien is required to record a lien release within **twenty-one (21) days** and provide the Owner with certain documents in this regard. (Section 5685 (a) of Civil Code)

The collection practices of the Association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

PAYMENTS

When an Owner makes a payment, he/she may request a receipt, and the Association is required to provide it. On the receipt, the Association must indicate the date, amount of the payment received and the person who they received it from. The Association must inform Owners of a mailing address for overnight payments. (Section 5655 of Civil Code)

An Owner may dispute an Assessment debt by submitting a written request for dispute resolution to the Association as set forth in Article 5 (commencing with Section 5925) of Chapter 7 of Title 6 of Division 2 of

California Civil Code. In addition, an Association may not initiate foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 2 (commencing with Section 5925) of Chapter 7 of Title 6 of Division 2 of California Civil Code, if so requested by the Owner. Binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.

An Owner is not liable for charges, interest, and costs of collection, if it is established that the Assessment was paid properly on time. (Section 5685 (b) of Civil Code)

MEETINGS AND PAYMENT PLANS

An Owner of a separate interest that is not a timeshare may request the Association to consider a payment plan to satisfy a delinquent Assessment. The Association must inform Owners of the standards for payment plans, if any exist. (Section 5655 of Civil Code)

The Board of Directors must meet with an Owner who makes a proper written request for a meeting to discuss a payment plan when the Owner has received a notice of a delinquent Assessment. These payment plans must conform to the payment plan standards of the Association, if they exist. (Section 5655 of Civil Code)

ELECTION POLICIES AND PROCEDURES

The procedure set forth herein is pursuant to California Civil Code Sections 5100 and 5105 for use by Flora Park Community Association ("Association") at any time the members of the Association are called upon to vote for the Election of Directors, or on any other issue. All Elections within the Association shall be governed by the following Guidelines:

1. **Equal Access to Association Media.** Candidates for the Board and members advocating a point of view will be provided equal access to Association media, newsletters, or internet Web sites during a campaign for purposes reasonably related to that Election. Association may not edit or redact any content in the communications, but may include a statement that the Association is not responsible for the content.
2. **Equal Access to Association Common Area.** All candidates and members advocating a point of view will be provided equal access to the common area meeting space during a campaign, if any exists, at no cost, for purposes reasonably related to the Election.
3. **Meeting of Members to Elect Directors.** The annual meeting of members to elect Directors shall be held near the anniversary date of the first annual meeting of Owners, in the property, or at such other suitable place as proximate thereto as practicable and convenient to the Owners, as designated by the Board.
4. **Record Dates.** The Board may fix a date in the future as a record date for determining which Owners are entitled to notice of any meeting of Owners. The record date so fixed must be not less than ten (10) nor more than sixty (60) days before the date of the meeting. If the Board does not fix a record date for the notice to members, the record date for notice is the close of business on the day preceding the day on which notice is given. In addition, the Board may fix a date in the future as a record date for determining owners entitled to vote at any meeting of owners. The record date so fixed must not be less than ten (10) nor more than sixty (60) days before the date of the meeting. If the Board does not fix a record date for determining Owners entitled to vote, Owners on the day of the meeting who are otherwise eligible to vote are entitled to vote at the meeting.
5. **Eligibility to Vote.** Each property is entitled to one (1) vote, cast by either the majority Owner of the property, the member representing, a majority interest in such property, or if owned by husband and wife, either spouse attending in person or by proxy shall be entitled to cast the entire vote.
6. **Suspension of Voting Rights.** The Board of the Association shall have the authority to suspend the voting rights of any member to vote at any meeting of the members, pursuant to the Association's Governing Documents, or California law.
7. **Proxies.** Every member entitled to cast their vote at a meeting of the members shall be entitled to vote either in person or by proxy. The Association shall make available to Owners upon request proxy materials, where authorized, for use at any meeting of members whereat the members are entitled to vote. The granting of a proxy shall not authorize the retrieval of any ballot previously cast. Ballots, once cast, are final and irretrievable. In the event multiple proxies are submitted, the later dated proxy shall be recognized for voting purposes, unless a completed ballot has at any time previously been forwarded to the Inspector[s] of Elections. Proxies shall not be used in lieu of a ballot at a meeting. Once proxies are submitted, they will be checked in after secret ballots have been checked in, to assure no irrevocable ballot has also been submitted. Association shall be entitled to solicit proxies, which shall remain in full force and effect for a period not to exceed three (3) years for the purpose of establishing quorum. Proxies solicited for quorum purposes only shall be mailed separately from the Association's Election materials. "Proxy envelopes" are not permitted.
8. **Quorum.** The presence in person or by proxy of at least twenty-five percent (25%) of the total voting power shall constitute a quorum for any action. If such quorum is not be present or represented at any meeting, a majority of the members present and entitled to vote thereat, either in person or by proxy, may, unless otherwise provided by law, adjourn the meeting to a date not less than five (5) days nor more than thirty

(30) days from the meeting date, at which meeting the quorum requirements shall be one-third (1/3) of the total voting power (excluding the number of votes as to which voting rights are suspended at the time of the subject meeting).

9. **Adjournment.** Where a meeting cannot be held due to lack of achieving quorum, the members present may adjourn the Board meeting.
10. **Candidates Elected.** The candidate receiving the highest number of votes shall be elected to office.
11. **Candidate Qualifications.**
 - a. Candidates must be an Owner.
 - b. Candidates must be in compliance with Governing Documents.
 - c. Candidates must be current on all Assessments
 - d. Candidates may not be related by blood or marriage or reside in the same household with any other Board member
 - e. Candidates must be "bondable" (insurable) under the provisions of the Association's fidelity bond, or any other insurance policy issued to the Association.
12. **Nomination.** Nominations will be sought by forwarding to the membership, no more than ninety (90) nor less than forty five (45) days prior to the meeting of members, a solicitation requesting that any member of the Association desiring to be considered as a candidate for the Board Election submit a candidacy statement to the Association's Management Company on or before a specified date, not less than forty-five (45) days prior to the meeting date. Candidacy statements received on or before the return date specified in the solicitation shall be forwarded to the membership, along with all other candidacy statements. All persons who respond and declare their candidacy prior to the return date shall be included on all ballots, proxies and Election materials. Those candidates who fail to timely declare their candidacy and/or return their candidacy statements prior to the return date requested shall not be entitled to have their names on the balloting materials. Write-in candidates may be authorized. Nominations from the floor at the time of the meeting will be accepted. Nominees from the floor and write-in candidates must either be present, or have provided the Association written authorization to accept the nomination. In the event write-in candidates or those nominated from the floor neither advises the Association in writing of his/her desire to be a candidate, nor attends the annual meeting, than any votes cast for that candidate shall not be counted.
13. **Appointment of Inspector[s] of Election.** The Board shall appoint one (1) or three (three) Independent Inspector[s] of Election prior to the meeting. Said Inspector[s] of Election may appoint and oversee additional persons to verify signatures and assist in counting and tabulation of votes as the Inspector[s] deem appropriate, so long as the persons are independent third parties. If no member Inspector[s] are appointed within ninety (90) days of the Election date, the Association shall hire an outside third party to act as Inspector[s] of Elections.
14. **Qualifications for Inspector[s] of Election.** Inspector[s] of Election must be "independent" third party or parties, which includes, but is not limited to the following:
 - a. Volunteer poll worker with the County;
 - b. California Board of Accountancy licensee;
 - c. Property Management Company;
 - d. Member of Association, but not a Board member, or a candidate, or related to a Board member or a candidate; and,
 - e. An entity established whose primary purpose is to provide Inspector[s] of Election services for the conducting of Homeowner Association meetings.
15. The Inspector[s] of Election shall perform the following functions:
 - a. Determine the number of memberships entitled to vote and the voting power of each;
 - b. Determine the authenticity, validity, and effect of proxies (where applicable); and,

- c. Receive ballots and specify the location to which ballots shall be returned.
16. Unless otherwise specified by the Inspector[s] of Election, all ballots shall be returned to the Association's Management Company, who shall act as ballot collector for the Association, and maintain custody of the ballots for the Inspector[s] of Election until such time as same are surrendered for tabulation at a meeting of the members; and, hear and determine all challenges and questions concerning the right to vote;
- a. Count and tabulate all votes;
 - b. Determine when the polls close;
 - c. Determine the tabulated result of the Election; and
 - d. Perform any acts proper to conduct the Election with fairness to all members that are not in conflict with this statute.

General Election Policies

1. To ensure the effectiveness of the secret balloting process required by Civil Code Section 5105, only official balloting materials distributed by the Association may be counted. Materials must be returned according to the policies established herein below. Balloting materials will not be received by facsimile, or any other electronic transmission means. Steps shall be taken to ensure that each member may obtain any of the balloting materials, either by mail or physically at the meeting.
2. All balloting materials must be properly completed and provide all information requested. Only properly filled out ballots and Election materials shall be counted. However, balloting materials properly identifying an owner, but improperly voted, may be used for the establishment of quorum.
3. Any ballot returned by an Owner who has exercised his right to vote cumulatively shall be considered evidence of that Owner's intent to vote cumulatively at the meeting, and satisfy the requirements of Corporations Code Section 7611.
4. Once a ballot is returned to the Inspector[s] of Election, that vote is deemed final and the ballot is irretrievable.
5. Management shall provide to the Inspector[s] of Election a membership list identifying each Owner of a property entitled to notice, as of the record date for the giving of notice.
6. Management shall provide to the Inspector[s] of Election a membership list for purposes of voting, identifying each Owner of a property entitled to vote as of the record date for voting.
7. Write-ins will be accepted on the ballots provided a written self-nomination has been received from the candidate or is present at the meeting to accept.

All Elections including, but not limited to, matters relating to Assessments, Election of Directors, amendments to Governing Documents, or the grant of exclusive use common area property must be held by secret, ballot by following the procedure below. Unless otherwise specified, only an Election of Directors, or the removal of Directors, need be conducted at a meeting of the members:

- a) Any instructions in the proxy that direct the manner in which the proxy holder is to cast the vote must be set forth on a separate page that can be detached and given to the proxy holder to retain, so the proxy holder casts the member's vote by secret ballot. Neither the voter nor the property address may be identified on the secret ballot.
- b) Ballots and two (2) preaddressed envelopes with instructions must be mailed first-class mail or delivered to every member not less than thirty (30) days prior to the deadline for voting.
- c) Association is to use as a model the California county procedures for ensuring confidentiality of voter absentee ballots, including the following:

- d) The ballot is not signed by the voter, but is inserted into the blank envelope and sealed.
- e) The blank envelope is then inserted into the second envelope addressed to the Inspector[s] and sealed, and in the upper left hand corner of the envelope, the voter must print and sign their name, address, and unit number, if applicable, that entitles them to vote.
- f) All votes are to be counted and tabulated by Inspector[s] of Election and his/her designee, in public at a properly noticed open meeting of the Board or Owners, at which any candidate or member may witness the counting and tabulating of votes. The Inspector[s] of Election or his/her designee may verify the member's information and signature on the outer envelope prior to the meeting at which ballots are tabulated. Once the sealed ballot is received by the Inspector[s] of Election it shall be irrevocable.
- g) The tabulated results of the Election must be reported promptly to the Board, recorded in the next meeting minutes, available for review by members, and publicized to the members within fifteen (15) days of the Election.
- h) The sealed ballots at all times shall at all times be in the custody of the Inspector[s] of Election or at a location designated by the Inspector[s] until after the statutory time allowed for challenging the Election as expired nine (9) months.
- i) After the transfer of the ballots to the Association, the ballots must be stored by the Association in a secure place for no less than one (1) year after the Election.

FLORA PARK COMMUNITY ASSOCIATION POLICY FOR EMAILS

The Board of Directors welcomes Resident communication and encourages Homeowners to voice their concerns and questions. Homeowners may contact the Association's Property Management Company via telephone, fax or email; however, decisions regarding their concerns may be limited to the Board meetings. The following is the policy adopted by the Association for Homeowner emails and general conduct:

EMAIL POLICY AND PROCEDURE:

1. If a Resident has a compliant or maintenance work order relating to the Association Property he/she may choose telephone, fax, or email to the Management Company to address the concern.
2. If a Resident chooses to email, he/she is to state the concern in clear and simple terms, and limit the email to the issue at hand. Residents are asked to be respectful. If a resident's concern cannot be stated in clear and simple terms, he/she is encouraged to telephone the Management Company.
3. **Maintenance Work Order Emails:** A response will be provided by the Property Management Company advising that the email has been received and it will be given to the appropriate party for their action (i.e., landscape company, pool vendor, etc.). Work orders should be completed in a timely manner; however, some situations may require additional time and Homeowners should contact Management if they have any additional concerns.
4. **Complaint/Violation Reporting Emails:** A response will be provided by the Property Management Company advising that the email has been received and either a violation letter will be sent to the offending Homeowner or that the complaint needs to be addressed by the Board for their action, whichever applies. If the violation continues, Residents need to continue to contact the Property Management Company to report the violation. All Homeowners must receive due process. Please refer to the Violation and Fine Procedure for further information.
5. **General Questions or Concerns:** A response will be provided the Property Management Company advising that the email has been received and if it can be addressed in simple terms (i.e. account balance, architectural question, etc.) an answer will be provided.
6. "Conversational Email" will not be permitted. If a Homeowner has questions, comments, or concerns that require more specific and detailed information, he/she is to contact the Property Management Company by telephone or attend the next Board meeting.
7. Board members should not be sent or copied on emails. Board members are only Board members in a quorum setting of a Board meeting. Involving the volunteer Board members in emails can violate California Corporation Codes. The Board meeting is where the board conducts business. Only emergency items or properly noticed items will be handled outside of a Board meeting.
8. Homeowners should not copy the Property Management Company or the Board on any "conversational emails." The Association will not track conversations going on between Homeowner to Homeowner. If a Resident would like the Association to address a particular issue, he/she must follow the policy and procedure stated above.
9. If a Homeowner chooses to copy other Homeowners or persons on an email he/she sends to the Association, a "general" response email will be sent to all. However, additional comments or conversations are not acceptable from any of the recipients. If a Homeowner would like to be heard on an issue, then a request needs to be sent to the Association and it will be placed on the agenda for the next Board meeting. Individual responses from recipients will not be addressed. Homeowners may voice additional comments or concerns by telephone to the Property Management Company.