

Ladera Ranch Maintenance Corporation

# **COMMUNITY GUIDELINES**

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Note: Owner and Member are used interchangeably throughout this document.

#### I. INTRODUCTION

Ladera Ranch Maintenance Corporation (hereinafter referred to as LARMAC) consists of those Owners within the boundaries of Ladera Ranch and as an Owner you are automatically a Member of LARMAC. Welcome!

An important purpose of LARMAC is to ensure that LARMAC Property and facilities will be maintained in an attractive manner and will be available for the enjoyment of the members. LARMAC is here to assist in making your living experience in Ladera Ranch an enjoyable one.

In order to preserve these benefits, certain limitations and restrictions are placed on the members. Therefore, it is beneficial to take the time to read the attached Community Guidelines in their entirety. All Guidelines are subject to review and change by the Board of Directors.

Ladera Ranch Community Services (hereinafter referred to as LARCS) is a community service organization in Ladera Ranch. LARMAC as a corporation, is the sole member of LARCS. LARCS stands as a separate corporation from LARMAC and is funded by the community enhancement fees that are charged when a Ladera Ranch home is bought or sold. LARCS and LARMAC work together and coexist together in Ladera Ranch through an agreement forged between the two corporations called a Mutual Benefit Agreement.

Throughout the Community Guidelines, the phrases "resident", "Owner", "tenant", and/or "guests" are used interchangeably. The intention of these Guidelines is to govern all such persons who have the legal right to use and/or enjoy LARMAC's property, including reserving the facilities. As a reminder, ultimately, the Member is responsible for the conduct of their tenants, guests, or invitees.

### COMMUNITY GUIDELINES PHILOSOPHY AND VISION

Ladera Ranch was planned with a philosophy of providing a set of Governing Documents that encourage variety, freedom, and evolution to meet changing circumstances as the community matures. In an effort to foster this philosophy, the Community Guidelines provide guidance and instruction as to the policies established by which we govern ourselves. Through each member's actions, they take it upon themselves to further define the "sense of community" in their neighborhood and within the community.

### **PURPOSE**

The purpose of the Community Guidelines is to provide an overview of the established policies by which members are governed. The Community Guidelines provide guidelines for use restrictions, facility regulations, membership card registration, facility rental, assessment delinquency policy, and enforcement criteria.

This document is not intended to state LARMAC's policies regarding the management of LARMAC property or LARMAC-approved community events. LARMAC and LARCS events and activities are approved under specific conditions tailored to each. These rules are intended to generally govern the conduct and actions of Members, their guests, family, residents, tenants, and their invitees.

# <u>GOALS</u>

- To assure continuity in procedures that preserve the integrity of the overall community and not to restrict individual or personal preferences.
- To explain and further define, if necessary, the more general issues covered in the CC&R's as they are part of the overall Governing Documents of LARMAC.

# CORE VALUES

- A sense of community. The greater the sense of community among the members, the more satisfying the community living experience is for all those involved.
- **Good neighborly relations.** The community living experience is more enjoyable when residents get along with their neighbors.
- **Positive attitudes.** Communities with positive members and positive outlets (i.e., clubs, events) are the best places to live.
- Volunteers. Active participation makes the community a better place to live. -Thank your volunteers for caring.
- Be reasonable. Treat others fairly and with respect.
- Prevent conflicts. Talk with your neighbor about issues and concerns as the first step of any
  process.
- •

# II. GENERAL GUIDELINES

### A. <u>CODE OF CONDUCT</u>

- 1. All persons must conduct themselves in a civil and courteous manner at all times and must not jeopardize or interfere with the rights and privileges of others.
- 2. Loud, profane, and abusive language is prohibited.
- 3. No person's actions shall compromise the safety of another. -All persons using the facilities or the Common Areas shall obey all safety rules and shall cease unsafe activity when directed to do so by LARMAC employees or agents.
- 4. Abuse of equipment, furniture or any other property located in Common Areas is prohibited.
- 5. Violation of this Code of Conduct may result in immediate expulsion from the facility and/or an enforcement hearing and possible penalty for violation of the LARMAC Community Guidelines.

### B. LARMAC MEMBERSHIP CARDS

- 1. Membership cards grant access to the various community facilities and amenities that are maintained and operated by LARMAC. Each resident of the home may obtain their own access card, with their name and picture. <u>Residents shall use their own access card to access the facilities.</u>
- 2. Two (2) access cards will be issued to residents of each property at no cost. Additional or replacement cards are available for a fee<u>. Please refer to the Fee and Fine Schedule for</u> the current fees. of \$250.00 each.

- 3. Access cards will only be issued to residents who permanently reside at a Ladera Ranch address.
- <u>4.</u> Tenants may be issued access cards only upon the completion of the membership card application, including the signature of the legal owner of the property to transfer membership privileges to the tenant.
- 4.5. Upon request by LARMAC patrol officers, Owners shall present and consent to the taking of a photograph of the membership card. Refusal to present membership card upon request may result in immediate expulsion from the facility.

# C. GUEST POLICY

- Each Member is permitted to bring a maximum of 5 guests per day to a facility provided the Member is in possession of the LARMAC membership card. Each Member is permitted to bring a maximum of five (5) guests per day to a facility, provided the Member is in possession of the LARMAC membership card. Additionally, absent LARMAC approval, no more than five (5) guests per Residence may be permitted to a facility. The number of guests permitted may be further limited on certain days or on seasonal highusage days as determined by the Board of Directors or Staff. -Members and guests are required to each have an individual Skate <u>P</u>park access card with them to enter the Skate <u>P</u>park.
- Members may bring their guests to all facilities and must accompany them at all times. Use of facilities is at the Member's own risk. -LARMAC Membership cards and Skate
   Ppark access cards may be confiscated by staff if used by a guest without being accompanied by the Member.
- 3. Members are responsible for their guest's compliance with all LARMAC Community Guidelines, for personal injuries, for any damage to LARMAC Property caused by the Members or their guests, and for all repairs or replacement costs. -Should any damage or injury take place with a guest who is in possession of the member's access card and is not accompanied by said member, the member's card will be confiscated.

### D. TENANT GUIDELINES

- 1. The Member shall have the responsibility to acquaint their tenants and guests with the LARMAC Governing Documents.
- 2. For the purpose of these Community Guidelines, a tenant shall be defined as anyone in possession of all or part of a Member's residence in exchange for any sort of consideration.
- 3. The Member will, at all times, be responsible for his or her tenant's compliance with all of the provisions of the LARMAC Governing Documents. -Penalties and other actions to correct violations will be assessed against the Member even though the violation was committed by tenant.

- 4. The Member is solely responsible for payment of assessments. -Members cannot delegate this responsibility to their tenants. -Failure to pay the assessment will result in a notice of lien and potentially foreclosure and possible loss of rights to access LARMAC facilities for both the Member and tenants.
- 5. Each tenant must be listed as such on the lease in order to obtain a LARMAC facility access card.
- 6. Careful screening of tenants prior to renting your property is important to protect your investment in your property. -Disturbances and disorderly conduct by tenants can result in a fine, other disciplinary action, or legal action against the Member. -Preserving the community and maintaining harmony among residents are the ultimate goals of LARMAC. -If a tenant is violating these goals, the Member is required to take corrective measures.

# E. USE OF COMMON AREA

The Common Area consists of all LARMAC Pproperty except privately-owned lots. The Common Area is generally available for the use and enjoyment of all LARMAC residents. Parts of the Common Area consist of small recreational areas usually used only by nearby residents for children's play and dog-walking. Most events should be held in appropriate Common Area facilities. Please contact LARMAC Management to identify the right facility for your event.

- 1. Common Area facilities are under audio and/or video surveillance. Security patrol officers wear body cameras while on duty.
- 2. Solicitation is prohibited on the Covered Property.
- 3. Vendors and party rentals are not permitted. Party rentals include but are not limited to food trucks, live bands, rented sound systems, petting zoos, carnival rides, and trackless trains. -The Association reserves the right to restrict any party props or rentals that may cause damage to Association property or become a nuisance to neighboring residents.
- 4. Attendance at events held in the Common Area must be limited to the number of people that the area in question can reasonably hold. The number of people in attendance at any one time may not <u>be</u> so high as to cause a nuisance to other residents. The Association has the authority to determine if this rule has been violated, and to restrict attendance at events that violate this rule.
- 5. All persons must play with care and consideration for others.
- 6. Excessive trash from gatherings or parties must be removed and not put in trash receptacles in a manner that causes the trash receptacle to overflow.
- 7. Commercial photography or videography on Common Area property must be approved in writing by LARMAC through the submission of a photo/video application. Additional insurance coverage may be required for approval. -Due to safety, noise, and privacy concerns, the use of drones, and/or any other similar device, including but not limited to remote control planes, helicopters, or other remote, radio and wireless controlled flying

device, are prohibited from taking off from Common Areas and from flying within three hundred (300) feet of any structure neighboring any Common Area.

- 8. Motorized vehicles, e-bikes, scooters, hoverboards, or similar devices are prohibited from use on landscaped and/or vegetative areas, and within LARMAC facilities, including but not limited to: sports fields (including those consisting of artificial turf), parks, greenbelts, roundabouts, clubhouses, pool decks, sports courts, and the skate park.
- 9. No modifications to the common areas (e.g. trails, parks, landscaped areas) may be made for the purpose of allowing the use of vehicles, bicycles, e-bikes or similar devices. This includes but is not limited to the construction of ramps, jumps, bike tracks or trails.
   10.9.

#### PARKING AND VEHICLE GUIDELINES F. PARKING AND VEHICLE GUIDELINES

- "No parking" zones and/or fire lanes may will be identified by signs and may will not be identified with red-painted curbs. -Parking at the center islands and eyebrow medians is not permitted. -Vehicles parked in these within -"no parking" zones, fire lanes, center islands, and eyebrow medians may -be subject to immediate- towed immediately, and without advance notice to the vehicle owner, as more particularly set forth in any applicable Supplemental Declaration and/or California Vehicle Code section, as applicable. -(See location on your Please refer to the Supplemental Declaration covering your property for specific parking restrictions)-supplemental CC&Rs).
- 2. The applicable Public Agency shall be allowed to impose and enforce all provisions of the applicable California Vehicle Code sections or local ordinances on any public streets contained within the Covered Property.
- 3. All motorized vehicles are subject to vehicle code<u>California Vehicle Code</u> restrictions, and are limited to travel on **streets only**, unless prior written authorization has been granted by LARMAC.
- 4. A Member may park any non-commercial standard passenger vehicle (including vans and similar vehicles up to and including one [1] ton when used for everyday passenger transportation) in any portion of the Covered Property subject to restrictions. -The vehicle shall not extend into a sidewalk or beyond the curb line or impede access over any street.
- 5. The following vehicles are examples of Prohibited Vehicles: -(i) recreational vehicles (including motor homes, travel trailers, camper vans and boats), (ii) commercial-type vehicles (including stake bed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines), (iii) vehicles designed to accommodate more than ten (10) people, (iv) vehicles having more than two (2) axles, (v) trailers, inoperable vehicles or parts of vehicles, (vi) aircraft, (vii) other similar vehicles, or (viii) any vehicle or vehicular equipment deemed a nuisance by the Board.

Prohibited Vehicles may not be parked, stored or kept on any public or private street in, adjacent to or visible from the Covered Property or on any other LARMAC Property parking area unless: (a) they are parked for a brief period not to exceed thirty-six (36) hours; (b) they are parked in the community less than seventy-two (72) hours in any continuous thirty (30) day period; or (c) they are parked in an Oewner's fully enclosed garage with the door closed. If a vehicle qualifies as both an Authorized Vehicle and a Prohibited Vehicle, then the vehicle is presumed to be a Prohibited Vehicle.

- 6. All vehicles, other than Prohibited Vehicles, may park on any County street in accordance with County ordinances. -Violations should be reported to the applicable Public Agency (either the Orange County Sheriff or the California Highway Patrol).
- 7. "In accordance with Section 2.4.1 of the CC&Rs, the term "Authorized Vehicle" is expanded to include cargo vans, passenger vans and similar vehicles (e.g. Sprinter & Transit vans), which are routinely used by an owner as a frequent use vehicle (a "Cargo/Passenger Van"). –A Cargo/Passenger Van must satisfy all of the following to be authorized:
  - (1) It must be well maintained and in good serviceable condition at all times; &
  - (2) It may not include elements more typical of a prohibited commercial-type vehicle (e.g. ladder racks, external storage of materials and equipment, etc.)

A Cargo/Passenger Van is expressly authorized by the Board pursuant to Section 2.4.2 of the CC&Rs."

- 8. Authorized vehicles may not be parked on private streets for more than <u>ninety-six (96)</u> hours before they must be relocated. The nominal movement of a vehicle shall not defeat a determination that the vehicle is being stored in violation of these rules.
- 9. Please refer to the CC&R's, Article II, Section 2.4 for additional definitions pertaining to Authorized and Prohibited Vehicles.
- 10. No Member shall conduct major repairs to any vehicle upon the Covered Property.
- 11. Members are responsible for all parking violations of their tenants and guests.
- 12. Vehicles may not be parked in LARMAC <u>Pp</u>roperty parking lot areas between the hours of 12<u>:00</u> a.m. and 5<u>:00</u> a.m. unless otherwise posted and unless prior written authorization has been granted by LARMAC.

#### F.G. SIGN, BANNER & FLAG GUIDELINES

#### 1. COMMUNITY SIGNS AND BANNERS DISPLAYED ON LARMAC PROPERTY

Overview of Banner Program:

a. Must convey a message about a matter of Community interest related to a future event that will be taking place in Ladera Ranch. Clubs, hobbyists, families, Ladera Ranch Permitted sporting organizations, and similar interest

groups that involve only a small segment of LARMAC residents, will not be approved for placement of Community Banners on LARMAC Property.

- b. Must be approved by LARMAC and placed in specific locations on LARMAC Property as designated on the Community Banner Approval Form.
- c. Applicants understand and acknowledge that natural conditions (e.g., rain, sun, wind, etc.) and man-made conditions (e.g., irrigation, leaf blowers, vandalism, etc.) may cause a Community Banner to fall into disrepair or be damaged.
- d. LARMAC shall install and remove all approved Community Banners in accordance with the schedule listed on the Community Banner Approval Form.
- e. Approved Community Banners may be displayed for a maximum of seven (7) consecutive days prior to an event being identified and/or promoted and no more than two (2) nonconsecutive weeks per month.
- f. Approved Community Banners promoting continuous registration events (for example: sports leagues, camps, classes) may be displayed no more than seven (7) days prior to the opening of the reservation period, and no more than two (2) nonconsecutive weeks per month for the duration of the registration period.
- g. LARCS and its partners, LARMAC, and governmental entities, may place Community Banners on LARMAC Property, without obtaining prior approval from LARMAC.
- h. No more than a total of two (2) Community Banners per organization will be posted at one time.
- i. Community Banners must meet the following requirements:
  - i. Shall not fall into disrepair or become unsightly, as determined by LARMAC Management and/or the Board of Directors.
  - ii. Shall be no larger than four (4) feet by six (6) feet and shall be one sided only.
- j. For-profit business names or insignia on Community Banners may not be taller than <u>six (6) inches</u><sup>"</sup> and must be smaller in size than the proper name of the event as it appears on the <u>bBanner</u>. If the proper name of an event includes the name of a for-profit business, the font of the name of the for-profit business must be <u>fifty (50) percent</u>% or smaller in size to the rest of the proper name of the event it appears on the <u>bBanner</u>.
- k. LARMAC does not determine the content of Community Banners. -However, no words commonly considered swear words, curse words, words referring to sexual acts or conduct, words describing bodily functions, words describing those portions of the body involved in the elimination of waste, and/or words displaying hate towards someone/people based upon race, religion, creed, national origin, sex, gender, age, sexual orientation or the like will be allowed on any sign or banner. -If such words appear, the seigns will be removed from LARMAC Property.
- I. LARMAC may grant LARCS exemptions on the <u>b</u>Banner and <u>s</u>ign design and details.

# 2. POLITICAL SIGNS DISPLAYED ON LARMAC PROPERTY

A Political Sign is one that encourages or endorses a vote or a candidate in a scheduled election. -Subject to the foregoing, LARMAC will not be liable for lost, damaged, or stolen signs. -Further, any non-compliant and/or non-approved Ppolitical Seigns may be removed and discarded. Political Signs on LARMAC Pproperty must adhere to the following:

- a. Requests for approval must be made on the LARMAC Political Sign Approval Application.
- b. For legally recognized elections at the Federal, State, County or City level or for Special Districts shall be permitted only within "designated" LARMAC Property, as set forth herein.
- c. The contents of the <u>seign</u>, including the color of the printing will not be considered by LARMAC. -However, no words commonly considered swear words, curse words, words referring to sexual acts or conduct, words describing bodily functions, words describing those portions of the body involved in the elimination of waste, and/or words displaying hate towards someone based upon race, religion, creed, national origin, sex, gender, age, sexual orientation or the like will not be allowed on any <u>seign</u> and, if such words appear are prohibited on LARMAC Property and will be removed.
- d. Shall only be placed on designated areas on LARMAC Property where Political Signs are permitted with prior written approval from LARMAC. -No exceptions will be made.
- e. Will be installed and removed from the designated areas by LARMAC and/or its designated agent.
- f. Will be permitted upon approval by LARMAC for a maximum of <u>thirty (30)</u><del>30</del> (thirty) days prior to said election.
- g. LARMAC or their designated agent will remove all <u>s</u>-igns within twenty-four (24) hours after an election. -Applicants must pick up all Signs within twentyfour to forty-eight (24 - 48) hours at the Avendale Clubhouse or they will be discarded.

### 3. POLITICAL SIGNS DISPLAYED ON PRIVATE HOMEOWNER PROPERTY

Non-Commercial Signs, Posters, Flags and Banners located upon an Owner's Private Property must meet the following requirements:

- a. Material: Signs may be made of paper, cardboard, cloth, plastic, or fabric. They may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.
- b. Size: Signs and/or Pposters may not be larger than nine (9) square feet, while fflags and/or beanners may not be larger than fifteen (15) square feet.
- c. Protection of Health and Safety: Shall not interfere with vehicular and/or pedestrian access and/or interference with utility lines, or other utilities utilized by the public at large, and may not create an unsafe "line of sight" issue as determined by LARMAC. Feelings of fear by one or more residents, are likely insufficient to pose a "public" health and safety concern.
- d. Violation of local/state/federal law: Associations may prohibit displaying <u>s</u>signs/<u>ff</u>lags if the posting or display would violate local, state, or federal law,

for example prohibition on displays that would constitute fighting words or hate speech.

#### 4. SEASONAL SIGNS

Seasonal Signs are signs, posters, flags or banners displaying pictorial elements and/or words associated with a seasonal holiday or event (e.g. -Easter Bunny, Santa Claus, butterflies, fireworks, etc.) and must meet the following standards:

- a. Must be well maintained at all times displayed, and may not be allowed to fall into disrepairdisrepair.
- b. May not exceed nine (9) square feet, and flags and banners may not exceed fifteen (15) square feet.
- c. May not be installed for more than thirty (30) days prior to the holiday or event, and must be removed within thirty (30) days thereafter.
- d. Other than the Front Street Neighborhood in the Avendale Village and Bannister Street in the Terramor Village, signs may not contain a commercial theme or message, nor contain words or graphics that identify or promote any commercial product, industry, good, or service and/or enterprise, or the like.

#### 5. PERSONAL AND ADDRESS SIGNS

Personal signs relate<u>d</u> to a personal or family event (e.g. "Congratulations Graduate", "It's a Boy", "Welcome Home") must meet the following conditions:

- a. May only be displayed on a Member's Separate Interest private property.
- b. Must be well maintained at all times displayed.
- c. May not exceed nine (9) square feet.
- d. May be displayed for no longer than thirty (30) days.
- e. Other than the Front Street Neighborhood in the Avendale Village and Bannister Street in the Terramor Village, personal signs may not contain a commercial theme or message, nor contain words or graphics that identify or promote any commercial product, industry, good, service and/or enterprise, or the like.

#### 6. REAL ESTATE, FOR RENT, OPEN HOUSE, AND GARAGE SALE SIGNS "Real Estate Signs" are allowed on LARMAC Property if they meet the following

conditions:

- a. All Rreal Eestate Srigns shall meet with the requirements of California Business and Professions Code and Regulations of the Real Estate Commissioner, and shall include the 8-digit license number of the applicable broker and/or salesperson.
- <u>a.b.</u> Owners may display on their Separate Interest private property one (1) Real Estate Sign explaining that the property is for sale, lease, or exchange.
- b.c. For purposes of this rule, a Real Estate Sign of 18" x 24" (dimensions) shall be considered a reasonable size for use in the sale of a condominium/townhome or cluster style residences in the community. -A

<u>**R**</u>-eal <u>**E**</u>estate <u>**S**</u>-sign of 24" x 30" (dimensions) shall be considered a reasonable size for use in the sale of single-family residences only.

- e.d. A "gallows" type post may be used to hang or display a <u>R</u>real <u>Eestate S</u>rign on a single-family residence only. -They cannot be used with condominium/townhome or cluster-style residences in the community.
- d.e. Real Estate Signs may have: (a) one additional box for containing papers, photos, or other sales materials; (b) one additional rider; (c) directions to the property; (d) the Member or agent's name, address, and phone number, and is otherwise in compliance with the legal requirements as articulated in section (a), above. An exemplar of an acceptable real estate sign is depicted on Exhibit "A" hereto.
- e.<u>f.</u> All Real Estate Signs must be reasonably located, in plain view of the public, be of reasonable dimension and design, professionally made, and not adversely affect public safety, including traffic safety.
  - i. No Real Estate Sign may be allowed to fall into disrepair or become unsightly, as determined by LARMAC Management and/or the Board of Directors.
  - ii. No Real Estate Signs may be placed on any LARMAC Property, including but not limited to, greenbelts, parks, clubhouse facilities, medians, islands, recreation facilities, and poles (of all kinds and types), etc. However, "Open House" signage may be placed on LARMAC Property in accordance with the "Open House" signage guidelines, below.

**"Open House"** Signs are allowed on LARMAC Property if they meet the following conditions:

- a. No larger than 10" x 30" and professionally made.
- b. Generic green and white signs only.
- c. The words "OPEN HOUSE" and an arrow only.
- d. The agent owning the "Open House" <u>S</u>eign may place his/her name or business entity and phone number on a sign in green or black ink.
- e. Photos and logos are not permitted on <u>"Open House"</u> <u>S</u>signs.
- f. <u>"Open House"</u> <u>S</u>eigns not conforming to these standards may be immediately removed and disposed of.
- g. Only two (2) signs (in total) per agent for every intersection. -At a four-way intersection, there are four <u>(4)</u> corners where only eight (8) signs may be placed regardless of the number of open houses being conducted.
- <u>"Open House"</u> Signs must be removed immediately following the <u>o</u>pen <u>h</u>House. -Any <u>S</u>-signs left out after 10:00 p.m. may be removed and disposed of.
- i. No riders or flags are permitted on or hanging from an <u>"Open House"</u> Sign.
- j. <u>"Open House"</u> <u>S</u>eigns are not permitted to be placed in front of, or in a location that obstructs the view of a "Community Sign" described, above.

"Garage Sale" and "Estate Sale-"<u>S</u>eigns may be placed on LARMAC Property if they meet the following conditions:

a. Not exceed 10" x 30" in dimensions.

<u>a.</u>

b. Must be tastefully made.

b.\_\_\_

- e. Must be a generic sign containing the words "GARAGE SALE" or "ESTATE SALE" and an arrow.
- С.
- <del>d.</del> Must not contain a rider or flag hanging from the <u>S</u>eign.
- <u>d.</u>
- e.—The <u>S</u>sign(s) may be placed out no earlier than <u>twenty-four (</u>24<u>)</u> hours prior to the beginning of the garage sale or estate sale, and must be removed by the end of the garage sale or estate sale.
- <u>e.</u>
- f.—\_\_\_Garage <u>S</u>sale\_\_ or <u>"E</u>estate <u>S</u>sale<u>"</u> <u>S</u>signs may not be affixed to any permanent fixtures including, but not limited, to street light poles, parking signs, utility boxes and landscaping.
- <del>g.</del> <u>"</u>Garage <u>S</u>=ale" and <u>"E</u>estate <u>S</u>=ale" <u>S</u>=igns not conforming to these standards may be immediately removed and disposed of.
- g.
- h. Realtors participating in the LARCS Community Garage Sale may place directional signs in pre-approved areas the Friday prior to the garage sale, andsale and must be removed no later than 12:00 p.m. on the Sunday following the garage sale. -Any signs left out beyond 12:00 p.m. may be removed and disposed of by LARMAC.
- h.
- i. Handheld advertising (i.e. sign spinners, human billboards, and similar) is not permitted on LARMAC Property.

# 7. WARNING SIGNS

- a. Warning Signs are allowed only on a Member's Separate Interest private property, and are those signs designed to alert strangers to a specific condition on the Separate Interest private property (e.g., Beware of Dog, Protected by Terminator Security Service).
- b. Warning Signs over one-half (1/2) square foot in area will *not* be allowed on Separate Interest private property. Warning Signs one-half (1/2) square foot in area or smaller will be allowed if:
  - i. They are professionally made.
  - ii. Are attached to either a front door, side yard gate, installed on a post in the ground, the post of which is no taller than <u>twelve (12)</u> inches, or installed <u>twelve (12)</u> inches from the residential structure.
  - iii. The background is color-matched to the surface to which the <u>S</u>eign is attached.
  - iv. Are well maintained.
  - v. The <u>S</u>sign continues to be needed.

# 8. SUB-ASSOCIATION'S MONUMENT SIGNS

- a. Sub-Association monument signs identify an entrance to a particular development within LARMAC.
- b. Sub-Association monument signs must be approved by the LARMAC Board and the Aesthetics Review Committee. The review will include, but not be limited to, the size, location, color, materials, height, proximity to other structures, need, etc.
- c. All Sub-Association monument signs must be kept well maintained and in a first-class condition at all times.

#### 9. FLAGS

- a.—Any well-maintained, reasonably sized, U.S. Flag, or other flag, may be displayed on Separate Interest private property.
- <del>b.</del>а.\_
- e-Proper U.S. Flag etiquette shall be observed by the person(s) displaying the flag.

<u>d.b.</u>

e.— The installation of a <del>flag pole<u>flagpole</u> must be approved by the Aesthetics</del> Review Committee.

<u>f.c.</u>

g.—Any flags falling into disrepair must be replaced, repaired, restoredrestored, or removed immediately by the flag's owner.

<u>h.d.</u>

- Any flags that pose a health and/or safety risk for any reason, including but not limited to<del>,</del> size, location, etc. are not permitted.

K—Flags may not contain a commercial theme or message, nor contain words or graphics that identify or promote any commercial product, industry, good, service and/or enterprise.

#### <u>⊦f.</u>

m.g. Non-U.S. <u>F</u>flags may not exceed fifteen (15) square feet.

#### G.H. PET GUIDELINES

- 1. No more than three (3) usual and ordinary household pets are allowed per Residence.
- 2. All dogs shall be kept on a leash when on Covered Property, and are subject to Orange County ordinance 4-1-45, as amended, except within the Member's Residence.
- 3. Each pet owner shall clean up all waste deposited by their animals upon the Covered Property and dispose of it in a proper receptacle.
- 4. Excessive dog barking or other animal noise may be deemed a nuisance.
- 5. Every person keeping an animal within or bringing an animal into the Covered Property shall be liable pursuant to the laws of the State of California to any and all persons for any injury to persons or damage to property caused by such animal.
- 6. Please refer to the CC&Rs Article II, Section 2.5 for additional restrictions pertaining to animals.

#### I. CONTRACTOR GUIDELINES

The LARMAC Member is to ensure that any contractor they hire to perform work adheres to the following:

- 1. Contractor shall abide by all LARMAC Governing Documents, including, but not limited to<sub>7</sub> all parking guidelines, traffic safety, rules and signs, posted and otherwise.
- 2. Vehicles and other equipment must be parked in such a manner so as not to block traffic or access to fire hydrants, driveways, or streets.
- 3. Contractors shall not leave vehicles, equipment, trash, construction, debris or material on Master Association Property, public streets or sidewalks overnight.
- 4. Contractors must adhere to County Guidelines to perform work. Those hours are: 7:00 a.m. 6:00 p.m. (or dusk) Monday through Saturday.

\*No construction on Sundays and most <u>observed</u> Federal Holidays.

# J. TRASH CONTAINER STORAGE AND PLACEMENT

#### K.J. TRASH CONTAINER STORAGE AND PLACEMENT

- 1. No garbage or trash may be kept on any property except in the approved covered containers provided by the trash disposal services.
- 7. Trash containers must never be visible from the street, except when trash containers are placed out for service.
- 8. Trash containers may not be brought out to the street before 5:00 p.m. the day prior to trash collection and must be removed no later than 10:00 a.m. the day following trash collection pick-up.
- 9. When stored outside for collections, trash containers must be placed on the street adjacent to the curb, either in front of or behind the home (as appropriate) and spaced no more than one (1) foot apart from one another unless determined impractical at the sole discretion of LARMAC.

# STORAGE CONTAINER AND DUMPSTER STORAGE AND PLACEMENT K. STORAGE CONTAINER AND DUMPSTER STORAGE AND PLACEMENT

Add language addressing: Storage containers, dumpsters, PODs, Bagster bags and similar items may be stored for up to seventy two (72) hours on private homeowner propertyan Owner's separate interest property, and may not be stored on LARMAC streets or common areas. stored for up to 96 hours on private homeowner property. If storage on private homeowner property is not possible, then these items may be stored on one (1) parking space on LARMAC property in Front Yard SBA neighborhoods and the Christopher Homes neighborhood. These items must be stored on private homeowner property in the Covenant Hills community.

#### III. FACILITY GUIDELINES

All hours of operation listed are subject to change as provided herein, or as otherwise posted. Failure to comply with these –rules will result in immediate dismissal from the facility.

The General Manager and staff shall have the authority to make limited adjustments to the general operations for all facilities, including but not limited to recreation facilities, pools, parksparks, and open space in anticipation or resulting from seasonal holiday, special events, unusual circumstances, nuisance, safety concerns, injury and/or damage resulting from operations and use.

#### A. PLUNGE / CLUBHOUSE POOL GUIDELINES

#### <u>B.A.</u>

1. Hours: 6:00 a.m. – 10:00 p.m. (All facilities with the exception of those listed below; hours may fluctuate based upon programming through LARCS.)

Avendale Village Clubhouse Pool and Oak Knoll Village Clubhouse Pool Hours: 5:00 a.m. - 10:00 p.m.

- 2. Pets, with the exception of verified service animals, are not permitted within the pool facility.
- 3. Swim at your own risk.
- 4. For health reasons, any individual who is incontinent or has not been toilet-trained must wear appropriate waterproof clothing when in the pool. Changing diapers in and around the pool area is not permitted. Diaper changing tables are provided in the restroom facilities.
- 5. Running, diving, or use of bicycles, roller-stakes, scooters, or skateboards is not permitted within the pool area.
- 6. Alcohol, glass containers, smoking, vaping, and the use of tobacco products in and around the pool deck are prohibited.
- Inflatable flotation devices or other similar devices are not permitted in the pool. U.S. Coast Guard approved life preserves and other non-inflatable devices are allowed. Kick <u>b</u>Board use is allowed for instructional swimmers only; they are not to be used as <u>a</u> life safety device.
- 8. Portable barbecues, amplified sound (including but not limited to portable speakers, PAs, bands, or disc jockeys) are not permitted.
- 9. Tampering with automated external defibrillator (AED) units is prohibited.
- 10. In case of an emergency, call 911. Emergency call boxes are located near the pool restrooms.

- 11. All injuries or accidents involving these facilities must be immediately reported to LARMAC, at (949) 218-0900 and/or contact.larmac@LaderaLife.com. For ssecurity concerns,tes contact the security patrol at (949) 351-9253.
- 12. Use of the pool is restricted to Ladera Ranch Members and their accompanied guests. Each member is permitted to bring a maximum of <u>five (5)</u> guests per day provided the <u>Member is in possession of a valid LARMAC membership card</u>. Children under the age of fourteen (14) shall be accompanied by a responsible adult, age eighteen (18) or older. Members are responsible for their guests.
- 13. All pool users must completely exit the water during routine safety breaks. In the event of an emergency such as contamination, all users must exit the pool, and the pool will be closed if necessary... There are no exceptions.
- 14. Swim Instruction:
  - LARCS offers a number of swim lesson programs for all ages, both individual and group classes. To sign up, visit LaderaLife.com.
  - Residents may are permitted to bring a private swim instructor to any pool facility as a guest of that resident, provided that the instructor to a pool as their guest for the purpose of one on one instruction with that resident. The instructor must enter and leave the facility with the resident and must follow all rules related to guest use of LARMAC facilities. that is approved by LARMAC to a pool as their guest for the purpose offor one-on-one instruction with that resident. The instructor must enter and leave the facility with the resident and must follow all rules related to guest use of LARMAC facilities. that is approved by LARMAC to a pool as their guest for the purpose offor one-on-one instruction with that resident. The Any approved -instructor must enter and leave the LARMAC facility with the resident, and resident and must follow all rules related to guest use of LARMAC facilities. All individuals receiving lessons must be Ladera Ranch residents.
  - Group swim lessons (i.e., more than one <u>(1)</u> household) are prohibited.
  - Solicitation for business by a swim instructor is prohibited.
  - Pool areas are available first-come, first-served and may not be reserved or in any way blocked or sectioned off unless approved in writing by LARMAC.
  - Instruction taking place <u>in a</u>within a designated swim lane <u>must</u>may be reserved in advance by the resident receiving the lesson<del> in advance</del>.
  - <u>Unapproved lessons, team practices, and clinics are prohibited.</u>

### C.B. TERRAMOR AQUATICS PARK GUIDELINES

All of the above rules apply with the following additions or exceptions:

- 1. Hours: Please see LaderaLife.com for the season opening and closing day.
- 2. Only US Coast Guard-approved lifejackets are allowed. -No free-floating devices of any kind are allowed.
- 3. Children under the age of five (5) years shall be within arm's reach of a responsible adult over the age of eighteen (18) at all times while in the water.
- 4. No jumping or diving from any play structure apparatus. No climbing or running on or around any play structure apparatus.

- 5. All residents and guests must completely exit the water during routine or emergency safety breaks. When the pools are closed due to contamination, the entire pool facility will be closed, and all users must exit the facility. There are no exceptions.
- 6. Alcoholic beverages and glass containers are prohibited.
- 7. Smoking, vaping, and the use of tobacco products in and around the water park deck area are prohibited.
- 8. No deck furniture shall be placed in the water.
- Reservations can be made for the shade covershade-covered areas inside the Aquatic Park Facility. Details regarding reservations can be found under the Picnic Area and <u>Cabana</u> Reservation section of the guidelines.

# D. <u>TENNIS/PICKLEBALL COURT GUIDELINES</u> \*ALL GUIDELINES APPLY TO PICKLEBALL PLAY E.C. TENNIS/PICKLEBALL COURT GUIDELINES \*ALL GUIDELINES APPLY TO PICKLEBALL PLAY

- <u>1.</u> Hours of Operation:
   <u>7:00 a.m. to 10:00 p.m. Monday through Sunday. All timers for court lighting will be turned off automatically at 10:00 p.m.</u> Hours may fluctuate based upon LARCS programming or scheduled maintenance. <u>Open play hours are subject to change.</u> 7:00 a.m. to 10:00 p.m. Monday through Sunday. All timers for court lighting will be turned off automatically at 10:00 p.m.
  - a. A LARMAC or LARCS-sponsored event or structured activity will take precedence over individual use.
  - b. LARMAC may implement a "no instruction" court. Information will be posted on LaderaLife.com prior to implementation.

# 2. Dress Code:

### 3. Prohibited Activities:

The following activities are strictly prohibited on all tennis courts:

- Motorized and non-motorized Scooters
- Skateboarding
- Roller skating
- Baby strollers
- Bicycling (all types)
- Hitting tennis balls against the windscreens
- Glassware
- Profane or obscene language
- Smoking, vaping, or the use of tobacco products. and consumption of alcohol
- Amplified sound (including but not limited to boom boxes, PAs, bands, or disc jockeys).

4. Reservation Protocol:

Tennis courts are available to all residents who are currently residing in Ladera Ranch. Due to the limited number of courts, a reservation system is in place to assist residents with securing court time during the designated reservation hours<u>-by logging onto</u> LaderaLife.com.

- All residents with a valid access card can reserve the tennis courts in advance.
- –Reservations can be made by logging onto LaderaLife.com with a valid account ID and password. -Only one reservation will be taken at a time.
- Account ID's and passwords are for personal use only. -This information shall not be shared with others. Accounts found to be compromised or individuals found to be using multiple accounts for the purpose of booking tennis court reservations may be subject to loss of facility use privileges and fines.
- Court availability may be viewed on LaderaLife.com or by scanning the QR code posted at each court.
- All tennis courts require a valid access card to gain entry to the court area.
- Court reservations may be reserved for a maximum of <u>one to one and one-half (1 1</u> <u>½)1 1/2</u> hours per reservation <u>for tennis play</u>, and for a maximum of one (1) hour <u>per reservation for pickleball play</u>. -Reservation time will be available on a first-come, -first-served basis. The reservation time will begin on the hour or the half hour mark.
- Reservations must be made by the resident intending to use the court. Reservations
  may not be made for others. The resident who reserved the court must be present
  to claim that reservation or it will be treated as a no-show and <u>become</u> available
  <u>ason a</u>-first-come, first-served.
- If there are other residents without reservations waiting outside the court area and there is no reservation time to follow, then all matches played must conclude within <u>sixty (60)</u> minutes or a maximum of one (<u>1</u>) set can be played.
- Please wait until your reserved time before entering the court. All reservations must be claimed at the time reserved by physically appearing ten minutes prior to your reservation time.
- The reservation shall be relinquished to other "walk-on" residents without a reservation if the reserved court time was not claimed within <u>ten (10)</u> minutes after the reserved <u>start</u> time.
- Reservations must be canceled within <u>four (4)</u> hours of the reservation start time so other residents may be able to reserve the courts for their enjoyment. Cancelations must be made on LaderaLife.com via 'My Reservations' listed under the LaderaLife.com account holder profile.
- Reservation for tennis courts will be imposed all day from Friday at 7:00 a.m. through Sunday at 10:00 p.m. The reservation system will apply to all tennis courts in the Ladera Ranch Community including, but not limited, to the Avendale Clubhouse, Flintridge Clubhouse and Oso Grande Park.
- Reservations are limited to one (1) per day per resident.
- 5. Tennis/Pickleball Instruction:
  - Residents may bring a private tennis instructor to a tennis court as their guest, provided the instructor to a tennis court as their guest for the purpose of one-onone instruction or doubles team play instruction. All individuals receiving lessons must be Ladera Ranch residents. The instructor must enter and leave the facility Adopted March 8, 2023 Proposed for Adoption June 2024 - 19 -

with the resident and follow all rules related to guest use of LARMAC facilities. That is approved by LARMAC to a tennis court as their guest for the purpose of one-onone instruction or doubles team play instruction. All individuals receiving lessons must be Ladera Ranch residents. The instructor must enter and leave the facility with the resident and follow all rules related to guest use of LARMAC facilities.

- All instructors must be approved by LARMAC through a registration process. Information about the registration process is available on LaderaLife.com.
- <u>All tennis court reservations for tennis lessons must be made by the resident</u> <u>receiving the lesson.</u>
- Unapproved lessons, team practices, and clinics are prohibited.-<u>All\_tennis court</u> reservations<u>court reservations</u> for tennis lessons must be made by the resident receiving the lesson.

#### F. BASKETBALL COURT GUIDELINES

### G.D. BASKETBALL COURT GUIDELINES

- The basketball court is for the use of residents <u>and their accompanied guests</u> only. Guests may make use of the court only when accompanied by a resident. Residents are responsible for the conduct of their guests.
- 2. All spectators and players waiting to play must remain off the court area.
- 3. Court must be kept clean. All trash must be discarded in the appropriate trash receptacles.
- 4. Availability:
  - Regular hours are 7:00 a.m. to 10:00 p.m. <u>Monday</u>, <u>Monday</u> through Sunday. All timers for court lighting will be turned off automatically at 10:00 p.m.
  - The court cannot be reserved. Play is on a first-come, first-served basis.
  - The court may be closed at any time for maintenance or because of safety risks.
  - LARMAC or LARCS-sponsored events or structured activity will take precedence over individual use.
  - Court is intended for use by residents for pick-up recreational play. Use by organized sports teams for the purpose of practice or games is prohibited.
  - Instructional use is prohibited.
  - Play is restricted to 30 minutes when others are waiting to use the court.
  - •
- 5. Dress Code:
  - Only non-marking, rubber-soled shoes are allowed on <u>the</u> basketball court.
  - Players must be properly attired.
- 6. The following activities are strictly prohibited on the basketball court:
  - Hanging on the basketball rim or net
  - Bicycles, skates, razors, scooters, skateboards, roller skates, baby strollers and similar wheeled items

- Games other than basketball
- Food
- Alcohol
- Glassware (plastic bottled beverages are permitted)
- Animals (except service animals)
- Tables, chairs, or tents unless approved by LARMAC
- Profane or obscene language
- Smoking, vaping, or the use of tobacco products-
- Amplified sound (including but not limited to boom boxes, PAs, bands, or disc jockeys)
- Attaching items to fences, light poles, or basketball goals
- Model rockets
- Open flames

### H. VOLLEYBALL COURT GUIDELINES

# H.E. VOLLEYBALL COURT GUIDELINES

1. During regular school hours: -School has priority use during regular school hours. Please contact the Avendale Village Clubhouse to obtain a school calendar.

1.

- 2. During all other times: Court hours are 7:00 a.m. to 10:00 p.m., Monday through Sunday. All timers for court lighting will shut off automatically at 10:00 p. m.
- 3. The volleyball courts are for the use of residents <u>and accompanied guests</u> only. Guests may make use of the courts only when accompanied by a resident. -Residents are responsible for the conduct of their guests.
- 4. All spectators and players waiting to play must remain off the court area.
- 5. Court must be kept clean. All trash must be discarded in the appropriate trash receptacles.

### 6. Availability:

- One<u>(1)</u> court is reservable, and one<u>(1)</u> is available on a first-come, first-served basis. Reservations can be made by logging onto LaderaLife.com.
- The courts may be closed at any time for maintenance or because of safety risks.
- LARMAC or LARCS-sponsored events or CUSD school activities (during school hours) will take precedence over individual use.
- Courts are intended for use by residents for pick-up recreational play. Use by organized sports teams for the purpose of practice or games is prohibited.
- Court can be reserved for a maximum of <u>one and one-half (1.5)</u> hours per reservation.
- Play is restricted to <u>thirty (30)</u> minutes when others are waiting to use the court without a reservation.
- 7. The following activities are strictly prohibited on the volleyball courts:
  - Hanging or pulling on the volleyball net or net hardware

- Bicycles, skates, razors, scooters, skateboards, roller skates, baby strollers and similar wheeled items
- Games or activities other than volleyball
- Food
- Alcohol
- Glassware (plastic bottled beverages are permitted)
- Animals (except service animals)
- Tables, chairs, or tents unless approved by LARMAC
- Profane or obscene language
- Smoking, vaping, or the use of tobacco products-
- Amplified sound (including but not limited to boom boxes, PAs, bands, or disc jockeys)
- Attaching items to nets or posts
- Model rockets
- Open flames
- •

# J.F. COMMUNITY GARDENS

Ladera Ranch has two (2) Community Gardens: Heritage Garden and Terramor FarmsGarden. Heritage Garden contains over seventy (70) plots and eighteen (18) raised beds and is located in Oak Knoll Village. Terramor GardenFarms contains sixteen (16) plots and four (4) small groups of beds and is located along the Central Paseo in Terramor Village. The Gardens are private property available only to LARMAC residents, subject to availability,- and subject to a Community Garden Plot User Agreement-.

-The Community Gardens (Gardens)-are the sole and exclusive property of LARMAC. -LARMAC has the authority to assign plots, which vary in size, to residents of Ladera Ranch, hereby referred to as (Gardeners). -All matters of Garden use shall be determined by a LARMAC assigned manager (Manager)LARMAC. -The ManagerLARMAC may be assisted by a LARMAC Board appointed Garden Representative (Rep) for each Garden.

- 1. Hours of Operation: Daily from 6:00 a.m. 9:00 p.m.
- 2. Access to the Community Gardens shall be during the hours of operation and via assigned access card.
- 3. -Gardeners use the Gardens at their own risk.
- The Community Gardens (Gardens) are the sole and exclusive property of LARMAC. LARMAC has the authority to assign plots, which vary in size, to residents of Ladera Ranch, hereby referred to as (Gardeners). All matters of Garden use shall be determined by a LARMAC assigned manager (Manager). The Manager may be assisted by a LARMAC Board appointed Garden Representative (Rep) for each Garden.
- 2.
- 3.4. Annual plot fees for ground plots and raised beds are listed in the LARMAC Fee and Fine Schedule. -Plot fees are due on the 1<sup>st</sup> of every <u>JanuaryDecemberDecember</u> Adopted March 8, 2023 Proposed for Adoption June 2024 - 22 -

and shall also include a deposit to account for any damage to the garden plot upon expiration of the Community Garden Plot User Agreement and/or by forfeiture by the Owner.

#### 4. Gardeners use the Gardens at their own risk.

- 5. The primary applicant of record for all plots must be actively engaged in gardening the plot, including but not limited to the irrigation of the plot, and continued maintenance of the assigned plot as more specifically outlined below. Each plot shall be workedworked on by the Gardener(s) to whom it is assigned. Each household may only be assigned one plot at a time.
- 6. A Garden shed is available for all Gardeners. -Assorted tools, shelf space, and storage space are available in the shed. -The cost, maintenance, and replenishment of the shed and tools are at the expense of Garden members, and at no cost to LARMAC.
- 7. All plots shall be kept neat and orderly with regular weeding done by each member. Gardeners will confine their garden activities and plant material to within their own plot. <u>Owners/Ggardeners who fail to regularly weed, or otherwise maintain their plot, may</u> result in a forfeiture of the plot, deposit, and any other costs and expenses incurred by <u>LARMAC to bring the plot into compliance with these Guidelines.</u> –Moreover, the <u>demolition of plots, removal of debris, and trash removal haul</u>are the sole responsibility <u>of the Gardener/Owner/Gardner assigned to the plot.</u> Additional expenses associated <u>with the foregoing may be assessed to the Owner/Gardener's/Owner's account</u> <u>following notice and hearing.</u>
- Gardeners may install fencing material around the perimeter of their assigned plot. LARMAC allows for the installation fencing around an assigned plot that meets with LARMAC's aesthetic objectives. -Fencing must be at a uniform height and be made of consistent materials, and approved by LARMAC-
- 9. For the Heritage Garden, requests for one (1) additional raised bed for current plot tenders in good standing will be considered based upon availability, and<u>availability and</u> may be reassigned upon a 90 day<u>ninety days' (90)</u> notice to new gardeners, should the need arise. Plots are available on a first come, first served basis. This does not apply to Terramor <u>Garden</u>Farms.
- <u>10.9.</u> All communication between the Manager-LARMAC and Gardeners shall be conducted via email.- Each Gardener is responsible for updating-the Manager-LARMAC with a current email address(s).
- <u>11.10.</u> A list of Gardeners shall be maintained by the Manager <u>LARMAC</u> along with a dated waiting list for residents requesting a plot.
- <u>12.11.</u> Any breach of the LARMAC Community Guidelines may result in the immediate forfeiture of an assigned plot with no refund of the annual fee.

- 13.12.13. Plots must be maintained in an attractive condition <u>year-round</u>. This includes keeping the plot free from weeds, debris, and unsightly items, and actively using all areas of the plot for planting purposes. Failure to maintain the plot in an attractive manner may result in the immediate forfeiture of the plot with or without notice.
- 14.—If personal reasons (long-term vacation or other personal matters) or unforeseen circumstances (illness, injury, etc.) prevent compliance with the Guidelines, the Gardener shall contact-the Manager-LARMAC to discuss a special request for plot maintenance. The Manager-LARMAC may grant this request, not to exceed for a period not to exceed ninety (-90) days. Should maintenance fail to commence at the expiration of the ninety-day (90) period, the plot shall be forfeited., at which time the plot shall be forfeited if the plot is not in compliance.

#### **Prohibited Activities:**

- 14. The following activities are strictly prohibited within the Gardens:
- <del>15.</del>
- <del>16.</del>
- 13.
- Unattended irrigation at any time, including the use of irrigation timers
- Drip lines and sprinkler distribution systems shall not be allowed to distribute water or allow water to overflow to adjoining plots or LARMAC property
- •—Cultivation or growth beyond the borders of the assigned plot
- Animals (except service animals)
- Plants attached to perimeter walls or fencing
- •—Bicycles, skateboards, scooters, roller skates and motorized vehicles
- •—Umbrellas left open overnight
- Any items extending above the height of the Community Garden perimeter fence
- •—Trees planted in the ground within a plot (within a planter box is allowed as long as the roots do not protrude into the ground)
- •—Invasive, spreading plants

•

- •—Removal of Community Garden tools from the Garden or shed
- •—Planting Marijuana (Cannabis) or any illegal plant species in the Garden

- Improvements that are considered permanent in nature
- •—Unsightly items as determined by the ManagerLARMAC
- - Propping the Garden gate open other than for immediate loading or unloading of materials

# **K. PARK GUIDELINES**

# L.G. PARK GUIDELINES

- 1. Parks close at sunset. Loitering is prohibited in parks after this time.
- 2. Parks are for use by LARMAC Members and their guests, except for Cox Sports Park, which is open to non-Ladera residents.
- 3. All pets must be leashed, and their waste must be properly disposed of by the owner.
- 4. No littering.
- 5. No glassware.
- <u>6.</u> No smoking, vaping, use of tobacco products, or consumption of alcohol.
- 6.7. Candles including hurricanes, tiki torches, and other similar items are not permitted at any time.
- 7.8. Only LARMAC-provided BBQs are permitted. -No other BBQs or fire pits are allowed. BBQ coals must be properly and safely disposed of after use.
- 8.9. Amplified sound is not allowed, (including but not limited to portable speakers, PAs, bands, or disc jockeys).
- 9.10. Motorized vehicles are prohibited from driving on the parks/fields without written permission from LARMAC.
- **10.11**. -No person, group or organization shall make any modifications or additions to anything in the parks unless specifically authorized by LARMAC or its designee.
- <u>11.12</u>. No person shall carry or discharge firearms, firecrackers, rockets, torpedoes, or other types of explosives or carry or discharge any gun, pistol, slingshot or similar devise, or any bows and arrow, or carry or use any other object capable of propelling a projectile; there is no flying of a powered aircraft; no carry or use of any object calculated or likely to make a noise sufficient to disturb the peace or quiet of the park; no use of skateboards at the park; or bringing into the parks any of the above objects or articles.

12.-Model aircraft are subject to the following rules:

- Gas-powered model aircraft are prohibited above or on LARMAC parks and fields at all times.
- Single-engine, battery-powered model aircraft are permitted, provided that they are no more than thirty-six inches (36") in length.
- Model aircraft mounted with any type of photographic equipment are prohibited.
- No model aircraft/drones may be flown above or near LARCS or LARMAC-sponsored events while the event is in progress.
- 14. Playing golf is not permitted at any of the parks except putting and chipping on the synthetic putting green/course at Mission Hills Park and excluding events with field use permits for golf activities.
- 15. Tackle football is prohibited.
- 16. Please refer to the Park Picnic Area Reservations Guidelines section of the Community Guidelines and/or Laderalife.com for information on the reservable amenities.
- 17. In case of an emergency, call 911.
- All injuries or accidents involving these facilities must be reported to LARMAC at (949) 218-0900 and/or <u>contact.larmac@LaderaLife</u>.com.
- 19. Chaparral Community Park, Founders Community Park and Oso Grande Community Park are used under a mutual benefit agreement with Capistrano Unified School District (CUSD) during the school year. CUSD has priority use of the school/LARMAC fields when school is in session. Please email contact.larmac@LaderaLife.com\_for a detailed schedule, as the school calendar is subject to change from year to year.

#### H. SPORTS FIELDS USE GUIDELINES

LARMAC maintains several private sports fields as well as the Cox Sports Park, which is open to non-Ladera residents. The following guidelines shall be used in the operation of all sports fields maintained and operated by LARMAC. Sports fields at Chaparral Community Park, Founders Community Park and Oso Grande Community Park are used under a mutual benefit agreement with California Unified School District (CUSD) during the school year. CUSD has priority use of the school/LARMAC sports fields when school is in session. For your safety and the safety of the students, please remain at a sufficient distance from student activity when school is in session.

- 1. Use of the sports fields is limited to hours of operation only and include lighted and unlighted soccer fields, lighted and unlighted overlay soccer fields, lighted and unlighted baseball fields, and lighted and unlighted softball fields. Please refer to the section titled Cox Sports Park Guidelines for information specific to that facility.
- <u>1.</u>

2. All fields and play areas are for the use of LARMAC Members and their guests.

3.

4. 3. All league or structured athletic activities must be approved by LARMAC and require a Use Permit. Use of sports field lights also requires a Use Permit.

- <u>3.</u>
- <del>5.</del>
- 5. 4. Active areas may be reserved by obtaining a Use Permit.
- <u>4.</u> 7\_\_\_\_

8. When open and not specifically scheduled for reserved use or maintenance, the sports fields may be used for recreational activities during daylight. This is on a first-come, first-serve basis. Those with Use Permits have priority over those without Use Permits.

- 5.
- <del>9.</del>\_\_

10. The sports fields will use the same guidelines for permitting, pricing, and priority outlined on LaderaLife.com.

6.

11. Games are not allowed after dark, unless otherwise posted.d.

7.

12. Fields must be returned to playing condition upon completion of the activity.

<u>8.</u>

13. Climbing on fences, backstops, and/or goals is not allowed.

9.

14. No littering.

<u>10.</u>

15. Amplified sound is not allowed (. This includinges but, is not limited to boom boxes, Pas, bands, or disc jockeys). No person or group may install, use, or operate a loudspeaker or any sound-amplifying equipment for any purpose, except when installed, used or operated in compliance with one of the following provisions: (i.) -By law enforcement personnel; LARMAC Staff; or (ii) those specifically authorized by a Use Permit.

<u>11.</u>

# <del>16.</del>

17. 12. No person shall drive or otherwise operate a vehicle upon surfaces other than those

—— maintained and open for purposes of vehicular travel. The only exceptions are vehicles

------servicing LARMAC, law enforcement vehicles, emergency vehicles, or those specifically

-----authorized by a Use Permit.

<u>12.</u>

- <del>18.</del>
- 19. 13. No solicitation is allowed unless specifically authorized by LARMAC. Fundraising efforts may

—be permitted for non-profit youth sports organizations.

<u>13.</u>

<del>20.</del>

- <del>21.</del> No person, group, or organization shall make any modifications or additions to anything in

<u>14.</u>

22.

23. Playing golf is prohibited.

<u>15.</u>

24. 25. Tackle football is prohibited. 16. <del>26.</del>

<del>27.</del> Smoking, vaping, the use of any tobacco products, <del>ad the use<u>or consumption</u> of alcohol are prohibited.</del>

<u>17.</u>

# <del>28.</del>

29. No person shall carry or discharge firearms, firecrackers, rockets, torpedoes, or other types of explosives or carry or discharge any gun, pistol, slingshot or similar devise, or any bows and arrow, or carry or use any other object capable of propelling a projectile; there is no flying of a powered aircraft; no carry or use of any object calculated or likely to make a noise sufficient to disturb the peace or quiet of the park; no use of skateboards at the park; or bringing into the sports fields any of the above objects or articles.

<u>18.</u>

#### <del>30.</del>

31.19. Inclement weather is defined as weather that, in the sole judgment of LARMAC, would leave the sports fields in a condition that would present a risk of damage to the sports fields or injury to the user. LARMAC has the authority to close all or any portion of a sports field to a user based on inclement weather.

#### I. COX SPORTS PARK SPORTS FIELDS USE GUIDELINES

All of the provisions set forth above apply to Cox Sports Park unless otherwise stated. (Refer to Park Picnic Area Reservations Section for information on the reservable picnic area.)

The facility includes lighted soccer fields, including one artificial turf soccer field, lighted baseball fields, and lighted softball fields.

- 1. The sports fields will use the same guidelines for permitting, pricing, and priority outlined on LaderaLife.com.
- 2. The permanent snack bar, storage areas, and office are considered separate from the Park Areas and Park Sports fields.
- 3.—The following guidelines apply to the use of batting cages at Cox Sports Park for baseball, <u>softballsoftball</u>, or other appropriate sport use.
- <u>4.</u>3.
  - Batting cage hours are 8:00 a.m. to 10:00 p.m.
  - LARMAC Approved Sport Organizations may utilize batting cages during their field permit times. The Approved Sport Organization permitted to <u>use</u> the field associated with the specified batting cages has use priority. Permits for Cox Field 1 will include batting cages 1 and 2. Permits for Cox Field 4 will include batting cages 3 and 4. The permitted Approved Sport Organization will be responsible for scheduling individual teams and coaches during their organization's permitted times.

- Use of batting cages for the purpose of organized group or team activities is by permit only and limited to LARMAC Approved Sports Organizations.
- During non-permitted times, batting cages may be used by individuals, on a firstcome,\_first\_-served basis. Use time will be limited to <u>thirty (30)</u> minutes while there are others waiting to use the batting cages.

#### J. TRAIL GUIDELINES

#### K.J. TRAIL GUIDELINES

- 1. Parks and trails are for use by LARMAC <u>M</u>members and their guests. Use of the trails is at your own risk.
- 2. Users must stay on the marked trail at all times.
- 3. Hours: sunrise to sunset. Use from sunset to sunrise is prohibited.
- 4. Various types of wildlife, some of which are dangerous, are known to inhabit Open Space. BE ALERT TO THE POTENTIAL DANGERS.
- 5. All pets and service animals must be kept on a leash and the owner must properly dispose of their waste.
- 6. Motorized vehicles, including e-bikes, are prohibited where signs are posted.
- 7. No smoking, vaping, use of tobacco products, or consumption of alcohol.
- 8. No littering.
- 9. No glassware.
- 10. All injuries or accidents involving these facilities must be reported to LARMAC at (949) 218-0900 and/or <u>contact.larmac@LaderaLife</u>.com

10.

### L. WAGSDALE DOG PARK GUIDELINES

- M.K. WAGSDALE DOG PARK GUIDELINES
  - 1. Hours<u>:</u> 7:00 a.m. <u>to</u>- 9:00 p.m.
  - 2. Park is for use by LARMAC Members and their accompanied guests.
  - 3. All pets and service animals must be leashed, unless inside the gated dog area.
  - 4. Owners are responsible for keeping their eyes on their dog(s) at all times and never leave them unattended.
  - 5. No more than three (3) dogs per person-household are allowed in the park at any time.
  - 6. Aggressive dogs are not permitted in the park. -Dogs that become aggressive shall be removed immediately.
  - 7. Owners are legally responsible for any injury caused by their dog. -Any incident involving a dog biting a human should be reported to the Orange County Animal Care Services at (714) 935-6848.
  - 8. Any dog over the age of four (4) months must be vaccinated and legally licensed prior to use of the park. -Dogs that are not legally licensed or under the age of four (4) months are prohibited.
  - 9. Female dogs in heat, pregnant or lactating shall not be allowed in the park.
  - 10. Dog waste must be picked up and properly disposed of by owner.
  - 11. Children under <u>twelve (12)</u> years of age shall be within arm's reach of a supervising adult.
  - 12. No smoking, vaping, use of tobacco products, or consumption of alcohol.
  - 13. No littering.
  - 14. No glassware.

- 15. No food, either people food or pet food, shall be allowed in the park at any time.
- 16. Playing golf is not permitted.
- 17. Portable barbecues, amplified sound (-including but not limited to boom boxes, Pas, bands, or disc jockeys) are not permitted.
- 18. In case of an emergency, call 911.
- 19. All injuries or accidents involving these facilities must be reported to LARMAC at (949) 218-0900 or <u>contact.larmac@LaderaLife</u>.com.
- <del>20.</del> Use of the park by any owner shall constitute implied consent of the dog's owner to all the conditions stated in this section.

# N. LADERA RANCH SKATE PARK GUIDELINES O.L. LADERA RANCH SKATE PARK GUIDELINES

#### Notice:

Skateboarding, in-line skating, non-motorized scooters and BMX riding are hazardous recreational activities. Use of this facility may result in serious injury or death. LARMAC does not assume any responsibility for injury or death. Each person entering the facility assumes all risk of injury or death. It is recommended that all children under the age of fourteen (14) be accompanied by a responsible adult age eighteen (18) or older.

#### **Facility Access**

All Skate Park users, including guests of <u>M</u>members, must have a completed and signed waiver form on file and must present their individual Skate Park ID card to staff prior to entry into the Skate Park and have it with them at all times when in the Skate Park. -For park users less than <u>eighteen (18)</u> years of age, a parent/guardian/responsible adult must sign the waiver form in person. Guests of residents may only use the facility when they are accompanied by the Member that is listed on the waiver form. -Skate Park access cards will be confiscated by staff or security if used by a guest without being accompanied by the Member that signed their waiver. Forms are available at the Avendale Clubhouse.

Members and guests will be given a picture ID card for each adult and minor who completes an Entry Application and Release Fform, pays the access card fee and provides acceptable proof of eligibility. -Member Ceards will be coded for electronic access to the Skate Park gates only. -Access cards for members will be provided for a fee. Calendar month access cards for guests will be provided for a fee. -Members are limited to five (5) guest access cards per residence each month. Standard replacement costs for lost cards will apply.

Any checks of the facility by LARMAC may require all users to present their access cards to the staff. -Any users without access cards shall be required to immediately exit the facility. Repeat violators will be handled as any other guideline violator and will be subject to similar fines and enforcement remedies.

#### Hours of Operation

LARMAC reserves the right to close the Skate Park at any time and/or adjust the operating hours for any reason, including but not limited to, staffing shortage, maintenance, nuisance, conduct, <u>and</u> safety concerns, inclement weather, etc.

Operating hours are subject to change. Please refer to the posted hours on the Skate Park entrance gate and/or LaderaLife.com/amenities/amenity-status.

#### Rules within the Skate Facility

1. You may not ride, operate, <u>or</u> utilize a skateboard, in-line skates, non-motorized scooters or BMX Bike unless you are wearing appropriate safety gear, including a helmet with a chin strap that is designed for those activities. Use of elbow pads, and knee pads, or other safety equipment is highly encouraged. -All equipment must be in good

condition at all times during use. -Shirts and <del>closed toed</del>closed-toed shoes must be worn at all times.

- 2. Additional obstacles may not be placed or used.
- 3. The skate facility shall not be used when the surface of the amenity is wet or unsafe.
- 4. Spectators are not allowed within the skate area.
- 5. Members and guests may not use, consume, or have within the facility, food, beverages, gum, alcohol, tobacco/vaping products or illegal drugs.
- 6. Members and guests may not be under the influence of alcohol or illegal drugs.
- 7. Members and guests may not have any glass containers, bottles or other breakable glass products.
- 8. Use of profanity, reckless, bullying<u>, or and</u> aggressive behavior is prohibited.
- 9. All park users must practice safety at all time<u>s</u> and avoid collisions with others. Fighting and other disruptive behavior will result in <u>the</u> loss of park privileges.
- 10. Graffiti, tagging, placing decals or other defacing of LARMAC <u>P</u>property or the property of others is prohibited.
- 11. Portable barbecues, amplified sound <u>(</u>including but not limited to portable speakers, Pas, bands, or disc jockeys<u>)</u> are not permitted.
- 12. Keep off fencing and walls at all times.
- Report any injuries immediately to 911 and report the incident to the Avendale Clubhouse at (949) 218-0900 or contact.larmac@LaderaLife.com
14. Any person failing to comply with these rules and regulations shall be subject to disciplinary action, including but not limited to, immediate removal from the facility, fines, and suspension of use privileges.

#### Regulations for BMX Bikes at the Park

- 1. Bike Types: A BMX or Freestyle Bike ONLY No mountain bikes, trail bikes, tandem bikes, e-bikes, 10 speeds, or any other type of bike that is not a BMX or freestyle type bike.
- Wheel Size: Only <u>sixteen inch (16")</u>, <u>twenty inch (20")</u> or <u>twenty-four inch (24")</u> in size. <u>Twenty-six inch (</u>26") and larger wheeled bikes are not allowed (mountain bikes, road racing, etc.)
- 3. Handlebars: Must have end caps or grips that cover the end of the bars.
- 4. Brakes: All bikes must have at least one functioning brake.
- 5. Pedals: Must be aluminum or plastic.
- 6. Pegs: Pegs may be used as long as they are either plastic or smooth metal with aluminum capped ends. We allow the T-1 pegs are permitted. Any type of metal, other than aluminum, may not be used. Pegs with holes, serrations, grip tape, grooves, or any other type of surface other than smooth may not be used. If the owner of the bike does not have proper pegs, the pegsy must be removed in order to ride in the Skate Park.
- 7. Protective Gear: All riders must wear elbow and kneepads and Snell/ANSI certified helmets.
- 8. No kickstands are allowed, no multiple gears, and no moving suspensions are allowed. All bikes must be in good working condition. No loose or broken parts.

## III. IV. CLUBHOUSE FACILITY RESERVATIONS

### A. CLUBHOUSE FACILITY RESERVATION AND USE RULES

- 1. <u>Clubhouse reservations must be made on LaderaLife.com.</u>
- 2. <u>The facilities cannot be used for personal financial gain or commercial activity.</u>
- 3. The reservation and use of the facilities is restricted to LARMAC residents for their personal use only.
- 4. The resident reserving the facility must be present at all times during the reservation period.
- 5. LARMAC residents must complete a Clubhouse Facility Use Agreement to reserve the facility. Please refer to the Clubhouse Facility Matrix on LaderaLife.com for a detailed description of each facility.
- The facilities may be reserved no more than 180 days in advance and cannot be reserved for more than one day in a consecutive seven (7) day period. <u>The Covenant</u> <u>Hills Clubhouse Reservation Option 2 only may be reserved no more than 365 days in</u> <u>advance.</u>
- 7. Residents may reserve a Clubhouse for two (2) consecutive time slots to allow for a longer event.
- 8. Due to fire code regulations, the total number of guests may not exceed the maximum occupancy as designated by the Clubhouse Facility Matrix.
- Rental fees are non-refundable and will be retained by LARMAC if the event is cancelled within fourteen (14) days prior to the event. -Any modifications to a reservation date, time and/or location must be made in writing at least <u>fourteen (14)</u> days prior to the event and are subject to availability.
- The completed Clubhouse Facility-Use Agreement shall indicate if alcohol is to be served at the event. -Alcohol may not be served unless non-alcoholic beverages and food are also served. -No person under <u>the</u> legal drinking age or any obviously intoxicated person will be served an alcoholic beverage.
- <u>11.</u> Insurance coverage is required for use of the LARMAC facilities if alcohol is provided or served and/or if a vendor is providing goods and/or services for an event. Persons providing goods and/or services, whether paid or not, are considered vendors and subject to this rule. **-Proof of insurance as required by the agreement must be submitted** <u>Adopted March 8, 2023 Proposed for Adoption June 2024</u> - 36 -

no later than thirty (30) days prior to use of the facility. FAILURE TO DO SO SHALL RESULT IN THE CANCELLATION OF THE -RESERVATION AND FOREFEITURE OF THE RENTAL FEE, and the resident shall lose both.

- <u>11.12</u>. A current list of vendors compliant with LARMAC insurance requirements is available upon request. It is the resident's responsibility to email the LARMAC office with the name of the selected vendor(s).
- <u>13.</u> Proper proof of vendor and/or alcohol insurance required by the agreement is required to confirm a reservation made less than <u>thirty (30)</u> days prior to the event. Please refer to LaderaLife.com for vendor and alcohol insurance information.
- <u>12.14.</u> Food trucks are approved by LARMAC on a case-by-case basis. -If you wish to utilize a food truck during your event at any of the four (4) clubhouses, please contact the LARMAC Member Services Team at contact.larmac@laderalife.com for more information.
- 13.15. All fees and deposits are made payable to LARMAC. The rental fee and deposit must be paid at the time the reservation is made to hold the reservation. —Deposit amounts will be refunded not more than <u>thirty (</u>30) days following the event, unless there are to be deductions made by LARMAC. -<u>Monetary fines for violations of these rules and costs to repair damage will be deducted from the deposit and charged as an assessment if costs exceed the deposit.</u>
- 14.16. Failure to abide by the Clubhouse Facility Reservation and Use Rules constitutes a violation. -Violations of any use provisions of these rules or the Clubhouse Facility-Use Agreement provisions during the reservation may result in closing down the reserved event/party and immediate removal from the facility. -Any violation(s) of these Rules may result in one or more of the following: a) the loss of some or all of your deposit; b) the imposition of additional fines/penalties; c) the Member and resident losing the privilege of reserving any LARMAC facility in the future; and d) such other and additional actions -in accordance with the Enforcement Process. In the event of a conflict between any provision of the rental agreement and Community Guidelines, the provisions in the rental agreement shall prevail.
- <u>15.17.</u> Avendale, Flintridge and Oak Knoll Clubhouses: <u>-Aa</u>ll musicians, D.J.'s, equipment, stereos and speakers are restricted to the **interior** of the clubhouse building. Amplification and music are not allowed to project outside of the clubhouse building. The clubhouse doors must remain closed during the time of the reservation. <u>AAvendale, Flintridge and Oak Knoll Clubhouses a</u>ll music and amplified sound must be turned off no later than 9:00 p.m.
- **16.18.** Covenant Hills Clubhouse: -Oeutside amplified sound from the LARMAC common area speakers facing the clubhouse must be turned off no later than 8:00 p.m. Amplified music from DJ's, equipment, stereos, speakers, bands, musicians, etc. is restricted to the interior of the Great Room and must be turned off no later than 10:00 p.m. If music is being played, the doors to the large rear patio space must remain closed during the reservation: however, -tThe doors to the courtyard area may remain open during the

reservation provided the noise level is acceptable as determined in the sole discretion of LARMAC and/or its agents.

17. Evening reservations must terminate at 11:00 p.m.

- 18.19. The LARMAC resident, guests and vendors must vacate the reserved area(s) at or before the end of the reservation time. Set up and clean up must be completed within the reserved time period-may not access the clubhouse facility and/or begin event setup prior to the start of the reservation time, and must vacate the reserved area(s) at or before the end of the reservation time. Set--up and clean--up, including putting away all tables and chairs, must be completed within the reserved time period.
- <u>19.20.</u> The resident reserving the facility is responsible for the cleanup of the reserved area and removal of all trash to a dumpster within the reserved time period. A dumpster is located in the clubhouse facility parking lot for use.
- <u>21.</u> Residents must arrange for all pick-ups and deliveries to be made within the reserved time period.
- <u>20.22.</u> Private Event signs for reservations at Covenant Hills Clubhouse and Oak Knoll Clubhouse may only be placed in specified areas and cannot be placed at the edges of the parking lots. Signs must be removed and placed in the appropriate location at the end of the event.
- <u>23.</u> Smoking, vaping, and the use of tobacco products are not allowed inside or outside any of the facilities.
- 21.24. No person shall carry or discharge firearms, firecrackers, rockets, torpedoes, or other types of explosives or carry or discharge any gun, pistol, slingshot or similar device, or any bow and arrow, or carry or use any other object capable of propelling a projectile; there is no flying of a powered aircraft; no carry or use of any object calculated or likely to make a noise sufficient to disturb the peace or quiet of the facility's immediate surroundings; no use of skateboards; or bringing into the facility any of the above objects or articles.
- <u>25.</u> Furniture shall not be removed from the interior of the clubhouse buildings.
- 22.26. Medical procedures during facility reservations are prohibited.
- 23.27. Reservations are limited to the areas specified on the Clubhouse Facility Matrix.
- 24.28. Open flames, candles including hurricanes, tiki torches, and other similar items are not permitted at any time in any LARMAC venue or facility.
- <u>29.</u> All signs, balloons, or decorations of any kind, including but not limited to names, directions or otherwise on the clubhouse facility or on the surrounding streets must be removed within the reserved time period.

- 25.30. Any decorations, signagte, posters, etc. must be placed and removed without leaving damage to any indoor or outdoor surface of the clubhouse facility. Nails, tacks, staples, adhesive hooks or strips, and other similar items may not be used at any time.
- 26.31. Hanging decorations or any items on the outdoor string lights is prohibited.on the walls, sound panels, and/or indoor and outdoor lighting fixtures at the clubhouse facilities is prohibited. At no time may decorations be placed in front of security cameras.
- 27.32. Animals, except for verified service animals, are prohibited at the clubhouse facilities.
- 28.33. The use of bounce houses, including obstacle courses and ball pits, etc. -are not permitted at the clubhouse facilities. The Association reserves the right to restrict any party props or rentals that may cause damage to Association property or become a nuisance to neighboring residents.
- 29.34. Residents and guests using any LARMAC location must be immediately responsive to the requests of LARMAC and LARCS and their authorized agents, and/or any emergency agency personnel.
- 30.35. Residents are required to ensure any vendors providing a service under the reservation have been provided a copy of these guidelines and ensure the vendors adhere to the guidelines and insurance requirements.
- 31.36. All kitchen equipment, additional banquet tables, podiums, electrical equipmentequipment, and sound equipment are to be provided by the resident but are subject to LARMAC approval.
- 32.37. The LARMAC facilities may not be reserved on Easter, Christmas Eve, Christmas Day, Thanksgiving Day, Day after Thanksgiving, New Year's Eve, New Year's Day, or Fourth of July, or as otherwise determined by LARMAC.
- 33. Reservation dates may be blacked out or bumped due to LARCS meetings, eventsevents, or programs or LARMAC meetings, maintenance or improvements, which are given priority. -Timely cancelled reservations will receive a full refund no more than thirty (30) days after the cancellation and a reasonable effort by LARMAC to find an alternate facility.
- 34.39. LARCS Clubs (as defined by LARCS) are exempt from the reservation fee; however, the security deposit will still be required by the club making the reservation. LARCS Clubs must follow all other LARMAC Clubhouse Facility reservation guidelines. Additional restrictions may be adopted by the LARCS Board for LARCS Club reservations.
- <u>35.40.</u> LARMAC is not responsible for personal items that may be lost, <u>stolenstolen</u>, or left behind.

- **36.41.** LARMAC reserves the right to require a roster of club participants for club-based reservations to verify residency in Ladera Ranch.
- 37.42. Residents that become <u>ninety (90)</u> days or more delinquent in the payment of their LARMAC account will not be permitted to reserve and/or maintain a previous reservation until the complete account obligation is paid in full and kept current. Members with reservations who allow their LARMAC account to become delinquent will be given written notice that their reservations have been cancelled due to their account status. (Reference Section II. General Guidelines)
- 38.43. Neighborhood corporations or apartment communities within LARMAC may make a reservation for Board of Directors meetings. -Reservations are to be made by the Manager of that neighborhood corporation or apartment community. -No security deposit or applicable reservation fee is required.
- <u>39.44.</u> The LARMAC resident is required to ensure that all activities and use of reserved area during the reservation time period are in compliance with all local, state and federal regulations and ordinances.
- 40.45. LARMAC provides no guarantee that the condition of the facility being reserved will be in the same or like condition as it was when the reservation was placed. Residents accept the facility in its "as -is" condition.
- 41.46. The above stated rules do not apply to LARMAC or LARCS sponsored events, functions or activities.
- 42.47. LARMAC resident or organization (e.g. LARCS or Neighborhood Corporation) shall be responsible for damage to the <u>c</u>-lubhouse facility and surrounding areas caused by their use of the facilities. -The cost to repair damage may be deducted from any deposit, and user shall be responsible for any cost in excess of the deposit.

IV. \_\_\_\_\_PICNIC AREA RESERVATIONS

# B. A. PARK PICNIC AREA RESERVATION GUIDELINES

Park picnic area reservations must be made on LaderaLife.com. Please refer to the Parks Facility Reservation Matrix on LaderaLife.com, for a detailed description of each facility

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<u>Park picnic area reservations must be made on LaderaLife.com.</u>
 <u>1</u>.

- 2. LARMAC residents must complete a Park Picnic Area Use Agreement to reserve the facility. Please refer to the Parks Facility Reservation Matrix on LaderaLife.com for a detailed description of each facility.
- 2.3. With the exception of the picnic area at Cox Sports Park, the reservation of any LARMAC facilities is restricted to LARMAC residents for personal use only. -Use of the

picnic area other than by LARMAC residents is not permitted unless the resident<u>is</u> in good standing with LARMAC. -The resident reserving the facility or sponsoring a use must be present during the event.

- 3.4. The facilities may be reserved no more than 180 days in advance and cannot be reserved for more than one (1) day in a consecutive seven-day (7) period.
- 4.5. The facilities may be reserved for up to six (6) two (2) consecutive time
  slotshours (includes set up and clean up). All events will begin no earlier than 8:00
  a.m.AM and must end no later than sunset (clean-up included). -Maximum number of guests is 100 persons.
- 5.6. There is a cost to reserve the picnic area. Refer to the Fee and Fine Schedule for current fees and deposits. -The reservation is for the picnic and BBQ area <u>onlyONLY.</u>! -It does not include the rest of the amenities at the facility.
- 7. A deposit must be paid to LARMAC at the time the reservation is made to hold the reservation. Deposits will be refunded within 30 days following the rental, unless there are to be deductions made by LARMAC. Monetary fines for violations of these rules and costs to repair damage may be deducted from the deposit. All fees and deposits are made payable to LARMAC. The rental fee and deposit must be paid at the time the reservation is made to hold the reservation. Deposit amounts will be refunded not more than thirty (30) days following the event, unless there are to be deductions made by LARMAC. Monetary fines for violations of these rules and educted from the deposit and costs to repair damage will be deducted from the deposit and costs to repair damage will be deducted from the deposit and costs to repair damage will be deducted from the deposit and costs to repair damage will be deducted from the deposit and charged as an assessment if costs exceed the deposit.
- 6.8. Rental fees are non-refundable and will be retained by LARMAC if the event is cancelled within fourteen (14) days prior to the event. Any modifications to a reservation date, time and/or location must be made in writing at least fourteen (14) days prior to the event and are subject to availability.
- 7.9. If a bounce house, whether personally owned ore rented, or any other vendor will be used at the event, please refer to the Park and Picnic Area Vendor Guidelines and Limitations.
- <u>10.</u> The LARMAC resident reserving the picnic area is responsible for all clean-up.
- 11. No glassware is permitted.

No smoking, vaping, use of tobacco products, or consumption of alcohol. <u>12.</u>

8. Costs to remedy damages to the facility will be deducted from the security deposit, and charged as an assessment if costs exceed the deposit.

<del>9.</del>\_\_

<u>10.13.</u> Use of adjacent sports fields are not included in the picnic area reservation. Scheduled sports activity (Youth Baseball, Soccer, Football) may be scheduled on the sports field. If requesting exclusive use of the sports fields a separate permit must be requested from the Sports and Recreation Manager.

- <u>11.14.</u> Only LARMAC provided BBQs are permitted. -No other BBQs or fire pits are allowed. -BBQ coals must be properly and safely disposed of after use.
- <u>12.15.</u> No music or amplification is allowed <u>(including but not limited to PAs, bands, or disc jockeys)</u>.
- 13.16. Residents that become <u>ninety (90)</u> days or more delinquent in the payment of their LARMAC account will not be permitted to reserve and/or maintain a previous reservation until the complete account obligation is paid in full and kept current. Members with reservations who allow their LARMAC account to become delinquent will be given written notice that their reservations have been cancelled due to their account status. (Reference Section II. General Guidelines)

### B. B. AQUATIC PARK PICNIC AREA & CABANA RESERVATION GUIDELINES

The <u>reserved</u> re are three covered picnic areas inside the Terramor Aquatic Park. All of these picnic areas are subject to closure without advance notice in the event of an emergency that requires closure of the pool, such as a contamination incident.

All of the above rules apply with the following additions or exceptions:

- 1. Only one (1) picnic area may be reserved no more than six (6) months in advance, no less than <u>seventy-two (72)</u> hours in advance and no more than twice per year, per household.
- 2. See LaderaLife.com for the list of available picnic shelter rental days and times.
- 3. Maximum number of guests per site is <u>thirty (</u>30) persons. Maximum number of non-resident guests under the reservation is <u>twenty-five (</u>25) persons.
- 4. There is a cost to reserve the picnic area. -Refer to the Fee and Fine Schedule for current fees and deposits. -The reservation is for the picnic area <u>only</u>.-ONLY! -It does not include the rest of the amenities in the facility.
- 5. Only LARMAC provided BBQs are permitted. No other BBQs or fire pits are allowed. BBQ coals must be properly and safely disposed of after use.
  - 6.5. Pool deck furniture cannot be moved into the covered picnic areas.
- 7. Residents that become 90 days or more delinquent in the payment of their LARMAC account will not be permitted to reserve and/or maintain a previous reservation until the complete account obligation is paid in full and kept current. Members with reservations who allow their LARMAC account to become delinquent will be given written notice that their reservations have been cancelled due to their account status. (Reference Section II. General Guidelines)

## C. AQUATIC PARK CABANA RESERVATIONS

- 1. Only one (1) cabana may be reserved no more than six (6) months in advance, no less than seventy-two 72 hours in advance and no more than twice per year, per household.
- 2. See Laderalife.com for the list of available cabana rental days and times.
- 3. Maximum number of guests per site is ten (10) persons. Maximum number of nonresident guests is five (5).
- 4. There is a cost to reserve the cabanas. Refer to the Fee and Fine Schedule for current fees and deposits. The reservation is for the cabana only. It does not include the rest of the amenities in the facility.
- 5. Cabana furniture cannot be moved from the designated cabana areas.

# D.C. PARK AND PICNIC AREA VENDOR GUIDELINES AND LIMITATIONS

- Bounce house, food, catering and entertainment vendors are permitted with proof of proper insurance, deposit and rental fee (if applicable) at parks listed in the Park Facility Reservation Matrix and pocket parks only. -Please refer to the Fee and Fine Schedule for current fees and deposits. Proof of insurance must be submitted in accordance with the agreement prior to use of the facility. -FAILURE TO DO SO WILL RESULT IN FOREFEITURE OF THE DEPOSIT. Persons providing goods and/or services, whether paid or not, are considered vendors and subject to this rule.
- 2. Food trucks are approved by LARMAC on a case-by-case basis. -If you wish to utilize a food truck during your event, please contact the LARMAC Member Services Team at contact.larmac@laderalife.com for more information.
- 3. A list of bounce house vendors compliant with LARMAC requirements is available on LaderaLife.com. It is the resident's responsibility to contact the LARMAC office with the name of the selected bounce house vendor. For a list of additional compliant vendors, please contact LARMAC at contact.larmac@LaderaLife.com.
- 4. Residents utilizing bounce houses must keep a copy of their rental agreement on hand during their event. Only one reservation may be made per park per day.
- 5. <u>Vendors may start no earlier than 8:00 a.m.</u> and end no later than sunset. Residents must arrange for all pick-ups and deliveries to be made within the reserved time period.
- 5.6. Entertainment services that may cause damage to Association property or become a nuisance to neighboring residents such as petting zoos, carnival rides, trackless trains, bubble shows, etc. are not permitted. The Association reserves the right to restrict any party props or rentals that may cause damage to Association property or become a nuisance to neighboring residents.
- 7. The park must be left in the same condition as found prior to the event. -The cost to repair any damage to LARMAC Property (including but not limited to turf, plant material, furniture, sprinkler system, etc.) will be deducted from the deposit to the extent covered by the deposit. -The cost of trash pick-up will also be deducted from the deposit. -If the costs, expenses and penalties resulting from reservation of a park exceed the deposit, the member will be assessed a special assessment in the amount that exceeds the deposit. In

the event of a conflict between any provision of the rental agreement and Community Guidelines, the provisions of the rental agreement shall prevail.

6.8. Vendor deposits will be refunded within <u>thirty (</u>30) days following the event provided all policies have been adhered to. -Fines, costs and/or expenses incurred by LARMAC will be deducted from the deposit if guidelines are violated or damages occur.

## **Bounce House Limitations**

- Only one (1) Bounce house is permitted
- No electrical outlet use is permitted generators must be used
- The resident that reserves the park must monitor use and safety. -LARMAC assumes no responsibility

# VI COVENANT HILLS COMMUNITY GUIDELINES

# A. General Guidelines

The gated community of Covenant Hills is part of the <u>Ceovered Pproperty</u> of Ladera Ranch Maintenance Corporation (LARMAC). -Therefore, all residents that live within LARMAC can enjoy the common areas within the gates. -As determined this use will be limited <u>to</u> between the hours of 6:00\_a.m. to 10:00\_p.m. each day. To gain access, non-Covenant Hills residents must scan their Ladera Ranch resident access card at the card scanner located in the resident gate access lane or have proper guest authorization from a Covenant Hills resident. Access will be denied without the card or without proper guest authorization by a Covenant Hills resident.

All parking and related guidelines can be found under the General Guidelines for all\_of Ladera Ranch Maintenance Corporation.

Solicitation is prohibited within Covenant Hills.

## B. Covenant Hills Homeowner Gate Access & Membership Card Application

 Residents living in <u>thea</u> Covenant Hills <u>ceommunity</u> of Ladera Ranch are <u>requested</u> required to complete the Covenant Hills Homeowner Gate Access <u>& Membership</u> <u>Application</u> Form. This will provide information for the gate database that is then made available electronically at each of the gates. The Covenant Hills Homeowner Gate Access & Membership Card Application is available by emailing LARMAC at <u>contact.larmac@LaderaLife.comcontact.larmac@LaderaLife.com</u> or on LaderaLife.com.

2: The name of the residents, the property address, email address, telephone numbers, vehicle make, vehicle registration with the name of the registered owner and license plate number(s).

- **3.**<u>2.</u> In order for the information to be entered into the gate database, the form must be signed by the homeowner.
- 4.3. A complete Covenant Hills Homeowner Gate Access and Membership Card Application with all applicable fees shall be submitted via email at contact.larmac@LaderaLife.com\_contact.larmac@LaderaLife.com or in person at the Avendale Village Clubhouse, 1 Daisy Street, Ladera Ranch, CA 92694.

### C. Access for New Property Owners

- A temporary pass will be issued at the gate to new homeowners presenting proof of ownership of property within the <u>c</u>←ommunity (i.e., grant deed or closing statement) and a photo ID.
- 2. This pass will be good for up to seven (7) days.
- 3. Prior to expiration of the seven (7) day pass, property Owners shall obtain, complete and submit the Homeowner Gate Access Information Form and obtain their transponders.

### D. Electronic Transponder Access

There are two (2) transponder options available to residents for use at the Covenant Hills gates, which automatically open the gate as the vehicle passes the sensor device. -Residents may choose either a non-removable sticker that affixes to the <u>bumper-headlamp</u> of their vehicle, or a placard that hangs from the rear-view mirror.

- Transponders shall be issued only to residents and their approved tenants listed on the lease in the Covenant Hills <u>c</u>=ommunity. -The transponders will be issued upon submittal of the completed Covenant Hills Homeowner Gate Access & Membership Card Application based upon the criteria set forth below.
- 2. Transponders are obtained by emailing LARMAC at contact.larmac@LaderaLife.comcontact.larmac@LaderaLife.com and may be picked up at the Avendale Clubhouse, 1 Daisy Street, Ladera Ranch, CA 92694.
- 3. Up to two (2) transponders will be issued to each home free of charge upon the purchase of a property within Covenant Hills and completion of the Homeowner Gate Access & Membership Card Application.—Additional transponders can be purchased for vehicles that are the property of permanent residents of the Covenant Hills <u>ceommunity</u> upon receipt by LARMAC of the vehicle make, model, year and license plate number.
- 4. Inoperative and/or damaged transponders will be replaced for a fee. <u>Refer to the Fee</u> <u>and Fine Schedule for current fees.</u>
- 5. Transponders may be deactivated for member accounts who become delinquent as more specifically described in Section II General Guidelines of the Community Guidelines.

#### E. Guest Access

- Residents must grant access to all guests and service providers. It is the resident's responsibility to update their guest list through ch.communityhoa.com or the DwellingLIVE mobile device app. Gate attendants may not add guests to a resident's guest list.
- 2. Approved guests will be admitted upon presenting a valid photo I.D to the gate attendant. A guest pass -will be issued and will remain valid for the day of issuance only.

Residents must update their guest list for those guests requiring access for more than one day.

- 3. Tailgating through the gate is prohibited.
- 4. <u>Covenant Hills r</u>Residents entering <u>the -community</u> in guest vehicles with visitors or in rideshare vehicles (Uber/Lyft, taxi, etc.) must have a Ladera Ranch access card or valid photo ID and phone verification password for entry. Access will be denied if a resident cannot produce these at the gate.
- 5. If minors carpool to and from school, etc., the driver should be on the guest list for entry. Additionally, minors should be listed as a resident in DwellingLIVE.
- 6. Residents are required to follow the rules (contained herein) for Homeowner Parties/Special Events if there is a need to authorize entry for five (5) or more vehicles.
- 7. No "open access" to a resident's home will be permitted. -All guests must be on the resident guest list through ch.communityhoa.com or the DwellingLIVE mobile device app or be verified by the resident upon the gate attendant calling the resident at the listed number.
- 8. Abuse or violation of entry privileges by guests will be the responsibility of the resident.

## F. Gate Access for Vendors and Contractors Access to the Covenant Hills gated community will be subject to the following rules and regulations:

- 1. All rules, regulations and requirements in the Construction Manual for Custom Homesites are incorporated into the rules for gate access by vendors and contractors to Covenant Hills.
- 2. Contractors are allowed access into Covenant Hills <u>via the Antonio gate</u> between 7:00 a.m. and 5:00 p.m., Monday through Friday, and 7:00 a.m. to 3:00 p.m. on Saturday with a valid Construction Pass. -Construction passes will be issued at the Avendale Village Clubhouse front office.
- 3. All contractors must use the Covenant Hills construction gate to enter the community during the posted hours, which are also included on the construction pass issued by LARMAC. Construction Gate hours may vary. This gate is located off Sienna, just south of the Sienna resident gate entry.
- 4. There is no construction traffic allowed through the Antonio and/or the Sienna residential entry gates during the Construction Gate hours of operation.
- 5. The Construction Gate is an ingress lane only. All contractors must exit out the main exit gates.

- 6.3. Contractor work will include any activity which may cause a disturbance in the community whether or not it is activity that will take place inside the home, such as loading or unloading furnishings or equipment in front of the home, including but not limited to landscape installation contractors, painting contractors (interior or exterior), flooring installation, and the like.
- 7.4. Work on Sundays and most<u>observed</u> federal holidays is not allowed. The following holidays will constitute <u>NO WORK</u> days (applies to construction only, not service vendors, such as gardeners, pool cleaners, house cleaners or regularly scheduled maintenance by LARMAC):

New Year's Day Martin Luther King, Jr. Day President's Day Easter Memorial Day Independence Day Labor Day Veterans Day Thanksgiving Christmas

- 8.5. Any contractor remaining in the community beyond 5:00 p.m. Monday through Friday, or 3:00 p.m. on Saturday will be escorted off the property.
- 9.6. Contractors and <u>s</u>ervice personnel found to be abusing their privileges within the community or violating these Rules or the Construction Manual for Custom Homesites may be denied future access to the community.
- <u>10.7.</u> Contractors and service personnel may be immediately denied access in the event that a cease-and-desist notice is issued by LARMAC for any pursuit of any unauthorized architectural changes, violation of these Rules or the Construction Manual for Custom Homesites, expiration of required insurance, or in the event that any construction deposit falls below the required minimum balance.

# G. UPS, Federal Express, and U.S. Mail

These deliveries are authorized automatic entry to the community, as are any other official package delivery services.

# H. Newspaper Deliveries

Subscription delivery service is allowed. The collection is done by mail only.

# I. The Press

The press is only permitted access if authorization is given by a *current resident* (past residents are not able to grant access) or Official Law Enforcement (such as police officers, fire authority.) Under no other circumstance shall the press be permitted to enter.

# J. Tenants of Property Owners

Prior to the issuance of transponders to any tenant, a copy of the signed lease and the Homeowner Access Information Form must be completed by the member and returned to LARMAC. Members will be held responsible for any abuse of privileges by tenants.

# K. Agent/Broker Entry Access

- 1. Real Estate agents/brokers are permitted entry to the Community for the following:
  - Show Property
  - Visit with a homeowner whose property is listed with them
- 2. Agents are not permitted to solicit Covenant Hills residents for listings; this includes the practice of "farming" and distribution of brochures or other marketing items in the Community.
- 3. Guest Passes are issued only for one (1) day to licensed real estate agents.
- 4. The Homeowner must call the gate attendant and authorize the entry of a real estate agent, oragent or add them to their "permanent guest list".
- 5. If a real estate agent arrives at the gate and has not been previously authorized entry, the gate attendant shall place one (1) courtesy call to the Homeowner or authorized agent to receive permission to admit the agent.
- 6. In the event a potential buyer arrives at the gate that has not been previously authorized for entry, the gate attendant shall place one (1) courtesy call to the Homeowner or authorized agent to receive permission to admit the agent.

## L. Open House Events

- 1. Open houses may be held on Saturdays and Sundays only from 10:00 a.m. to 6:00 p.m.
- Member or Member's approved agent wishing to hold an open house must contact LARMAC via <u>email at least five (5) working days in advance phone at (949) 218-0900 or</u> call the gate attendants at Sienna Gate (949) 218-2403, Antonio Gate (949) 429-6081 and indicate the date and times of the requested open house.
- 3. Open houses may only be authorized by LARMAC. Admittance for events that are not approved in advance will not be granted.
- 4. All costs associated with the open house shall be the responsibility of the Member.
- 5. Individuals arriving at the gate facility and indicating they will be attending the open house must specify the address of the open house at the gate in order to be issued a pass. Real Estate agents other than the authorized listing agent must also provide a specific address.
- 6. One-day Guest Pass will be issued to the person attending the open house and the gate attendant will inform the individual that they may only visit the authorized home.
- 7. "Open House" signs must conform to all rules of the LARMAC sign policy under the Community Guidelines and will be allowed only on the open house property the day of the open house between the hours of 10:00 AM to 6:00 p.m., and 6:00 p.m. and may only be located at the front of the Lot.

- Additional signage is permitted <u>on</u> the day of the <u>o</u>pen <u>h</u>House only, in accordance with the Community Guidelines.
- 9. Real estate inquiries that request a specific house address are to be given access to the community with a Guest Pass, according to the procedure of issuing guest passes.

### M. Real Estate Signage Policy for Covenant Hills

There is one <u>(1)</u> sign which may be used in accordance with this policy during the listing for sale or original construction period of Covenant Hills residential properties in Ladera Ranch. "Exhibit A" is a depiction of what the sign will look like.

#### For Sale Signs:

The standard sign is permitted to be placed on all listings in Covenant Hills. -All such signs advertising a home for sale may be placed subject to the following restrictions and requirements:

- 1. All signs must meet the specifics of "Exhibit A".
- Verbiage on for sale signs is restricted to the <u>n</u>Name of the <u>r</u>Realty <u>c</u>Company, the <u>r</u>Realtor <u>n</u>Name, one (<u>1</u>) phone number and <u>r</u>Realtor's address.
- 3. Sign colors, lettering type and size shall be as required by LARMAC on the "Exhibit A".
- Signs shall be posted on a <u>4"4"</u>x4" wood post painted to match the background color of the sign with the bottom edge of the sign <u>twenty-four inches (</u>24") from the ground. The post shall not extend past the top edge of the sign.
- 5. Signs shall be one-sided, placed parallel to the street, and at least <u>ten (10)</u> feet behind the curb.
- 6. Riders on signs are limited to one (1) indicating either "Pending" or "Sold". The riders shall conform in color and style.
- 7. A total of two (2) signs are allowed per property. One (1) to be displayed in the street (driveway) frontage and one (1) in the back of the property.
- 8. A non-transparent box may be attached as shown in "Exhibit A". No information may be displayed on the outside of the box. The box color must match the sign color specified in "Exhibit A." -No brochures may be displayed.
- 9. Each realty company must purchase their own signs.
- 10. All for sale signs must be removed if the property is no longer for sale, no later than <u>seven (7)</u> days from the close of escrow or cancellation of the listing.
- N. Real Estate Showings

- 1. The resident or non-resident Member must contact the gate attendant and advise the attendant of the date and time of the visit that someone is expected to view their home.
- 2. The Homeowner or a previously authorized agent or broker must escort any other visitors, unless visitors unless they appear on the Homeowner's security information as an authorized guest.

### O. Broker and/or Office Previews

- One (1) broker preview and one (1) office preview per home is allowed in each thirty (30) day calendar period. <u>Broker opens and office previews may be held Monday –</u> <u>Friday from 10:00 a.m. – 6:00 p.m.</u>
- Details of the preview, including the date, timetime, and anticipated number of attendees, must be faxed emailed to LARMACcontact.larmac@laderalife.com, at least five (5) working days in advance of the broker preview. -A list of approved real estate events will be forwarded to the gate attendants each week.
- 3. Real estate agents who arrive at the gate and state that they are attending a preview at the residence address, which has been previously authorized by the Member and communicated to LARMAC, will be admitted by the gate attendant upon presentation of his or her business card, indicating that the individual is a licensed real estate agent.
- 4. The gate attendant shall list the names of the individuals and their license numbers and phone numbers on the daily sheet.
- 5. All signs must conform to all rules of the Association and sub-association and must be placed only on the front of the open house property.
- 6. Real estate agents are not allowed to utilize flags or open house signs that deviate from the LARMAC signage program, any sign regulations adopted by the sub-association or any County ordinance.





Exhibit A

## P. PARTIES & SPECIAL EVENTS

- 1. Residents must populate their guest list in Dwelling<u>LIVE-Live prior at least five (5) days prior</u> to the event to ensure smooth entry through the gate and to prevent any impact on their neighboring residents trying to access the community.
- 2. If the guest list exceeds twenty (20) vehicles, the resident is required to hire an additional gate attendant under the following schedule.

21-90	One Additional Attendant
91-141	Two Additional Attendants
Over 141	Three Additional Attendants or more

3. Large parties require the resident to provide parking alternatives that accommodate their guests, but do not unreasonably affect the neighborhood. The guest access limit behind the gates is limited to twenty (20) vehicles without alternative provisions. Alternative provisions can <u>includeinclude</u>, but are not limited to, guest parking at parking lots adjacent to village clubhouse facilities, guest parking at an offsite location (school parking lot for example) as arranged by the resident hosting the party. The use of a shuttle service would be needed in this case. Contact LARMAC at <u>contact.larmac@LaderaLife.com</u> to discuss details for

parties/special events.

- 4. The gate attendants must be hired through the LARMAC gate attendant company.
- 5. The gate attendants must remain on duty for the anticipated duration of guest arrivals. <u>A</u> <u>four (4) hour minimum applies.</u>
- 6. The homeowner must pay the cost for the additional gate attendant fourteen (14) days in advance of the function.
- 7. Those Members desiring to host a party or social event in their home or Lot prior to occupancy are not permitted to do so unless advanced written consent of the Board of Directors is obtained.

## Q. FUND RAISERS/CHARITABLE EVENTS

From time to time and in its sole discretion, the Board of Directors may consider a homeowner's request to sponsor a charitable event at his or her residence that would require the admission of the public. In considering any such requests, the Board of Directors will require the following, in addition to other specific reasonable conditions:

- 1. The sponsoring homeowner and the charitable organization must provide for and pay for the cost of additional guard attendants. In the usual circumstance, guards must be provided by the gate attendant service employed at the entry gates.
- 2. Depending upon the anticipated number of guests, the Board of Directors may require one (1) or more additional guards at the entry gates, according to the Parties and Special Events Rules.

- 3. Additionally, one (1) or more guards will be required at the <u>eResidence</u> to ensure that the attendees only have access to the home of the sponsoring homeowner and that they leave the <u>c</u>-ommunity after attending the event.
- 4. The homeowner and charitable organization must abide by all parking requirements and provide evidence of *abilitytheir ability* to comply with such parking regulations and requirements that are directed by the Board.
- 5. The sponsoring homeowner and charitable organization must hold the Association and its members harmless from and indemnify against any liabilities on a form prepared by the Association's attorney and must pay for the cost of the preparation of such form in advance.
- 6. The sponsoring homeowner and charitable organization must be responsible for any and all costs associated with the special event and must submit a deposit at least fourteen (14) days in advance of that special event for deposit into the Association's general account. -The amount of the deposit will be determined by the Board of Directors to pay for any costs incurred, including, but not limited to gate attendants and damage to LARMAC Pproperty, and any surplus funds will be returned to the homeowner or charitable organization after the event has occurred.

### VII. ENFORCEMENT PROCESS

- 1. The Covenant Committee (CC) has the power to enforce the restrictions in the LARMAC Governing Documents, including but not limited to the CC&Rs, Community Guidelines, and Aesthetic Standards. -The CC will hold hearings when enforcement measures must be taken. -The CC is a three-to-five-person committee that is appointed by the LARMAC Board of Directors.
- 2. The Board shall be the sole and final arbitrator of the interpretation and enforcement of the LARMAC Governing Documents. In the event of a conflict between any provision of the Rental Agreement and the Community Guidelines, the provisions in the Rental Agreement prevail. Users acknowledge that under the Facility Rental Agreement, there is no right of appeal to the Board of Directors for any monetary penalty imposed due to breach of the Agreement.
- 3. Any violation of the LARMAC Governing Documents, including but not limited to violations of the CC&RS, the code of conduct, or damage to common area, may be processed according to the enforcement procedure outlined herein. -For more serious violations, LARMAC, in its sole discretion, may accelerate the following process or, when appropriate and necessary, immediately pursue legal action to remedy a violation.

	Enforcement Procedure
First Sighting	Courtesy violation letter requesting compliance within thirty (30)
	days.
Non-Compliance	Invitation to 1st Hearing, and imposition of penalties as set forth in
After	section 4, below.
Second Sighting	
Non-Compliance	Invitation to 2nd Hearing, and imposition of penalties as set forth in
After	section 4, below.
Third Sighting	
Non-Compliance	Invitation to 3rd Hearing (or subsequent hearing), and imposition of
After	penalties as set forth in Section 4, below.
Fourth and	
Subsequent Sighting	

4. Following a noticed hearing and an opportunity to be heard, Members who have:

(1) violated the governing documents on a continuing or frequent basis;

(2) are <u>ninety (90)</u> days or more delinquent in the payment of their LARMAC account, which includes and is not limited to periodic assessments, fines, reimbursements, chargebacks, interest and/or late charges;

(3) have violated LARMAC's code of conduct; and/or

(4) damaged any portion of the Common Area may be subject to any combination of the following penalties until the violation is corrected, the damage corrected, and/or the delinquency is cured, as appropriate:

- Imposition of monetary fines in accordance with LARMAC's Fee and Fine Schedule
- Entry upon the Member's Lot to remove the violation, make the necessary repairs, and/or improve the lot so that it meets with approval of minimum ARC maintenance standards, and thereafter seek reimbursement from the Member for the expense thereof
- Suspension of voting privileges
- Suspension of <u>Mm</u>embership privileges, including but not limited to suspension of the right to use any recreational facility,
- Suspension of all Member and guest access cards
- Suspension of LaderaLife.com privileges,
- Suspension of reservation privileges, and cancellation of current reservations for any clubhouse facility, tennis court, or picnic area.
- 5. Any dispute with your neighbor should be discussed directly with your neighbor. -If you are unsuccessful in resolving a dispute with your neighbor, you may contact LARMAC's management company and/or your local Neighborhood Representative. -If two (2) or more Members file a Notice of Complaint with LARMAC identifying an alleged violation, and only after confirmation of a violation by LARMAC, then LARMAC may, but is not

required to pursue the violation in accordance with Section 3, above, and may, but is not required to impose penalties as set forth in Section 4.

- 6. If a violation is cleared and it re-occurs, the offending <u>h</u>homeowner will be invited to the next hearing rather than restarting the process. Management has been given the right to grant verbal extensions of up to two weeks if only one violation letter has been sent to the <u>h</u>homeowner (all verbal extensions will be documented in the homeowner's file by management).
  - Fine may be modified by the Covenant Committee based on specific circumstances and facts, e.g. history of the violation, cooperation by homeowner and multiple violations.

\*\*Violations not specifically called out above may begin with the Level <u>One (1)</u> fine amount and may vary depending on the impact of the violation on the community.

#### VIII. ELECTION RULES

#### A. Proxies and Notices for Annual Elections.

The following guidelines apply to the solicitation of proxies relating to Annual Elections of Directors to LARMAC and the LARCS Boards, as provided for in Article II, Section 2.4 of the Bylaws:

- 1. LARMAC shall post official notice of all Annual Meetings in the same manner set forth in the California Civil Code for proving general notice of open session Board meetings. -Such notice shall be posted at least thirty (30) days prior to each Annual Meeting.
- The official notice of each Annual Meeting shall include within it a description of how and where individual <u>M</u>members within each Neighborhood may complete an electronic proxy form in order to provide instruction to such <u>M</u>member's Neighborhood Representative regarding how such member's votes should be cast.
- 3. LARMAC may also post notice of Annual Meetings on LaderaLife.com, in Roots & Wings, via email blasts, or in any other manner that the LARMAC and/or LARCS Board may deem appropriate.

#### B. Proxies and Notices for Neighborhood Meetings.

 Notices of any proposed meeting of a Neighborhood for the purpose of electing Neighborhood Representatives thereto, shall be mailed to each and every <u>M</u>member of such Neighborhood, save and except for those <u>M</u>members that have consented to receive such notices via electronic delivery. Please note that electronic delivery provides significant cost savings to the residents of LARMAC and, as such, is highly encouraged.<sup>1</sup>

- 2. The notice of any Neighborhood meeting shall include within it a description of how and where individual <u>M</u>members within each Neighborhood may complete an electronic proxy form in order to cast votes for a Neighborhood Representative.
- In accordance with Section 6.3 of the LARMAC Bylaws, the only action to be taken by the <u>Mm</u>embers within each Neighborhood is the election and/or removal of Neighborhood Representatives.
- 4. The qualified candidate receiving the highest number of votes at any Neighborhood meeting shall be elected to serve as the Neighborhood Representative, and the qualified candidate receiving the next highest number of votes shall be elected to serve as the Alternate Neighborhood Representative."