

'Laguna Audubon II
Master Association

RULES AND REGULATIONS
FOR
LAGUNA AUDUBON II MASTER ASSOCIATION

LAGUNA AUDUBON II MASTER ASSOCIATION

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LAGUNA AUDUBON II MASTER ASSOCIATION

Membership Information

Community Characteristics

The Laguna Audubon II Master Association ("Association") is a California non-profit mutual benefit corporation existing for the benefit of owners of homes located within the boundaries of the Laguna Audubon II community. Laguna Audubon II is a sub-association of the Aliso Viejo Community Association.

The first close of escrow in the community occurred in January of 1990. The Laguna Audubon II community consists of 639 single-family homes and 1,042 condominiums. There are five condominium communities within Laguna Audubon II:

Seagate Colony	416 homes
SeacovePlace	256 homes
Seacliff Court	132 homes
Seaway Collection	156 homes
Seacrest Villas	82 homes

The Association offers many advantages to its members. In order to protect and preserve these benefits, however, certain limitations and restrictions are placed on members of the Association.

The purpose of the Association is to ensure that the common area amenities will be maintained in an attractive manner and will be available for the enjoyment of all residents. Your membership in the Association provides a membership base to share in the costs of maintaining these areas.

The attached rules and regulations have been developed with consideration given to providing each resident the greatest enjoyment of the community without infringing on other residents and their rights to quiet enjoyment of their homes and community. These rules and regulations are intended to support the CC&R's. However, these rules and regulations do not cover all aspects of the CC&R's. Please be sure to read the CC&R's carefully.

We wish to welcome you to your new home and to the Laguna Audubon II community.

LAGUNA AUDUBON II MASTER ASSOCIATION

General Rules

1. Homeowners are prohibited from destroying, removing or altering the landscaping in the Association common area, regardless of the condition of the plantings.
2. Littering is prohibited in the community.
3. Sanitary trash containers must be maintained in an area not visible from any neighboring residence or street. Trash containers may be placed at curbside the evening prior to pick-up and must be removed from the front of the house the evening on the day of pick-up. Trash containers may not remain in front of homes in excess of 24 hours.
4. Skateboards, bicycles, tricycles, motorcycles and any other form of wheeled toy or vehicle are prohibited on any of the Association landscaped common areas or private property of other owners.
5. Holiday decorations may be displayed no longer than 30 days after the relevant holiday. Decorations must be in good repair.

LAGUNA AUDUBON II MASTER ASSOCIATION

Tenant and Guest Rules and Regulations

1. Homeowners have the responsibility of ensuring that their tenants and guests abide by the Rules and Regulations and other governing documents of the Association.
2. Violations will be enforced against the owner of the residence (including the levying of fines) regardless of whether the violation was committed by a tenant or guest.
3. A residence may not be leased or rented for a term of less than thirty (30) days. A garage of any residence may not be leased or rented except as a lease or rental of the entire residence to one tenant.
4. All leases shall include a clause stating that any failure by the lessee to comply with the terms of the Laguna Audubon II Master Association's governing documents shall be a default under the lease.
5. Any owner leasing or renting his or her residence gives up his or her access to the Association's amenities in favor of his or her tenant.

LAGUNA AUDUBON II MASTER ASSOCIATION

"For Sale" Signage Policy

1. For Sale, Lease or Rent signs may be displayed on an owner's separate interest. Signs must be posted on a single metal or wood post only. A maximum of one rider may be attached.
2. No sign may be attached to the exterior wall of a home, townhouse, condominium building, or to a common area fence.
3. No signs may be displayed on the Association common area.
4. Signs must be no more than:
Size: 4 square feet (including rider)
Rider: 6 inches by 24 inches, or 8 inches by 18 inches
Height: 4 feet 6 inches
5. A real estate agency may use only its company sign with a logo and phone number. The signs shall be unlighted and non-illuminated. Balloons are not permitted.
6. Only one sign per lot or unit is permitted. No part of any sign may be within 3 feet of the back of the sidewalk, but in no event shall a sign be within 3 feet of the lot line.
7. Signs must be removed within 24 hours after close of escrow, lease or rent.

Note: All signs must conform to the requirements of all applicable governmental ordinances.

LAGUNA AUDUBON II MASTER ASSOCIATION

"Open House" Signage Policy

1. Residents (or their guests) wishing to advertise an "open house" for the purpose of selling their property must use signs that comply with the following restrictions on size, type, and quantity.
2. An open house sign is a temporary sign informing the public that property is available for examination by prospective buyers and that the owner of the property or the owner's agent is on the premises during the time the property is available for viewing.
3. Signs are to conform to the following:
 - (a) No sign larger than 9" x 24".
 - (b) Sign must be affixed to a single wood or metal post.
 - (c) The words "Open House" and an arrow only.
 - (d) Balloons are not permitted.
4. Signs may only be displayed on designated open house days (Thursday, Saturdays and Sundays).
5. Signs are only permitted to be posted during the time an owner or owner's agent is on the premises and the premises are open for viewing.
6. The sign shall be installed no earlier than 8:00 a.m. and removed no later than sunset on the day of the open house.
7. Signs not complying with this policy may be removed from the Association common area.
8. The owner of the property for sale is solely responsible for this and all other applicable policies and guidelines.

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"Garage Sale" Sign Policy

1. Garage sale signs may be placed on the homeowner's property.
2. Garage sales may only be held on Saturdays and Sundays during daylight hours.
3. Items for sale may only be displayed and sold on the homeowner's property.
4. Garage sale signs may not be affixed to any permanent fixtures including but not limited to street light poles, parking signs, utility boxes and landscaping.

LAGUNA AUDUBON II MASTER ASSOCIATION

Portable Basketball Backboards and Other Sports and Toy Apparatus

Portable free-standing basketball backboards and other portable sports apparatus are permitted, provided that they are removed on a daily basis and when not in use. In no event shall such portable free-standing basketball backboards or other portable sports apparatus be permitted to remain overnight or otherwise stored in a location other than the side or back of the house so as to not be readily visible from any street, sidewalk or Association common area. No permanent basketball backboards or other fixed sports apparatus shall be constructed on the properties without the prior written approval of the Committee.

Sports or toy apparatus, and related equipment and/or toys, are not permitted to remain overnight within any area of the front of the residence, or otherwise stored in a location so as to be visible from the street.

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Parking Rules

1. Garages shall be maintained so as to accommodate the number of vehicles to be parked therein as the garage was originally designed and constructed to accommodate and shall not be utilized for any business or commercial activities, or as living space.
2. The CC&Rs require residents to park in their designated parking areas. This means vehicles shall be parked in the garage and driveway. After a resident parks vehicles in his or her garage and driveway (the designated parking areas), any excess vehicles may be parked on the street.
3. Inoperable vehicles may be stored in enclosed garages. Inoperable vehicles shall not be stored on driveways or on community streets.
4. Commercial vehicles may only be parked in enclosed garages and shall not be parked anywhere else in the community, except for temporary purposes including the delivery of maintenance or repair services to residents.
5. Recreational vehicles may only be parked in enclosed garages and shall not be parked anywhere else in the community, except for temporary purposes including the loading and unloading of items into and out of the vehicle which shall not exceed a maximum of four (4) hours. "Recreational vehicle" includes, without limitation, buses, campers, trailers, trailer coaches, motor homes, boats, wave runners, jet skis, off-road motorbikes, trailers, golf carts, and any other similar type of recreational vehicle or equipment.
6. Vehicle repairs may only be conducted inside garages with the garage door closed.
7. No garage, trailer, camper, motor home or other vehicle on the property shall be used for residential purposes, either temporarily or permanently.
8. Owners are responsible for all parking violations of tenants and guests.
9. With the exception of Association maintenance vehicles or equipment, all motor vehicles shall be operated only upon paved roads within the community. Off-road riding of any motorized vehicle in the community is prohibited.
10. Garage doors shall remain closed except for reasonable periods of time while the garage is being used.

LAGUNA AUDUBON II MASTER ASSOCIATION

PET RULES

1. Domestic dogs and/or cats, as well as caged birds, may be kept as household pets provided that they are not kept, bred or raised for commercial purposes or kept in unreasonable quantities or sizes.
2. Animals must be either kept within an enclosure, an enclosed yard, or on a leash being held by a person capable of controlling the animal at all times in the community.
3. Pet owners are responsible for picking up after their dog, cat, or other animal from the Association's common area and other owners separate interest property.
4. Excessive dog barking or other animal noise will be deemed a nuisance.
5. Owners will be held responsible for any damage to the Association common areas due to his/her pet(s).
6. The Association has the right to prohibit animals which constitute a nuisance.
7. Owners will be held responsible for all violations caused by the pets of tenants and guests.

LAGUNA AUDUBON II MASTER ASSOCIATION

SATELLITE DISH AND ANTENNAE POLICY

The Laguna Audubon II Master Association's goal in adopting the following Satellite Dish and Antennae Policy is to allow Association members to enjoy the use of satellite dishes in the community, while preserving the aesthetic quality of the community as well for the benefit of all members.

1. Areas Under an Owners' Exclusive Use and Control.

(a) Satellite Dishes – Satellite dishes and antennae designed to receive video programming services via multi-point distribution services may be installed in an area under an owner's exclusive use or control so long as such antennae and satellite dishes are (i) one meter (39.37 inches) or less in diameter, (ii) installed in the least visually obtrusive portion of an owner's property where an acceptable quality signal can be received, so long as such installation is not unreasonably expensive, and (iii) either screened from view or painted to match the surrounding area so as to blend in with the surrounding area, so long as such screening or painting is not unreasonably expensive. Satellite dishes and antennae should not be installed on the front portion of residences, in the front yard areas of the lots, or other such highly visible areas, as long as an acceptable quality signal can be received elsewhere. All cables and wires associated with satellite dishes and antennae shall be routed as inconspicuously as possible and securely mounted on the surface to which it is attached or covered with painted wire molding, so long as it is not unreasonably expensive to do so.

(b) Broadcast Antennae – Antennae designed to receive television broadcast signals may be installed in an area under an owner's exclusive use or control so long as (i) an acceptable quality signal cannot be received via an indoor antenna (e.g., an antenna mounted in an attic, "rabbit ears," etc.), (ii) the antenna used is the smallest size available at a reasonable cost that receives an acceptable quality signal, and (iii) the antenna is installed in the least visually obtrusive portion of an owner's property where an acceptable quality signal can be received, so long as such installation is not unreasonably expensive.

(c) Notification – After installing an outdoor antenna or satellite dish pursuant to Paragraph (a) or (b) above, the owner must complete and submit a Notification form (attached) to the Association. The Association will inspect the antenna or satellite dish to determine compliance with the above requirements.

(d) Locations that are under an owner's exclusive use or control – Any area that is located completely within the boundaries of an owner's lot. For condominiums, areas that are under an owner's exclusive use or control may include the deck, balconies and patios.

2. Areas Not Under an Owner's Exclusive Use or Control

Owners are not permitted to install satellite dishes and antennae in the common area, on any property that lies outside the boundaries of the owner's lot, or in areas that are not under the owner's exclusive use or control, including condominium buildings and roofs, and party walls.

The Association reserves the right to prohibit the installation of, or cause the removal of a satellite dish or antenna when necessary to protect the public safety.

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NOTIFICATION OF SATELLITE DISH OR ANTENNA INSTALLATION

Satellite dish or antenna installations must comply with the Laguna Audubon II Master Association Satellite Dish and Antenna Policy. Please read the Policy carefully to make sure your intended installation fulfills all requirements. This form must be submitted to the Association within seven (7) days of installation of a satellite dish or antenna.

Name: _____ Date: _____

Address: _____ Phone: _____

Lot No. _____ Tract No. _____

Development/Sub-Association: _____

Type/Model of Satellite dish or antenna: _____

Diameter: _____

Location of satellite dish or antenna: _____

If condominium, sketch location relative to building:

Is satellite dish or antenna screened? ____ Yes ____ No

Is satellite dish or antenna painted to match the building surface or blend with surrounding?
____ Yes ____ No

Date of installation: _____

Please send your completed form to the address below:

Laguna Audubon II Master Association
c/o Merit Property Management
1 Polaris Way, Suite 100
Aliso Viejo, CA 92656

LAGUNA AUDUBON II MASTER ASSOCIATION
ENFORCEMENT POLICY AND FINE SCHEDULE

In the event that the Board of Directors of the Association receives a complaint from a member of the Association or observes that an alleged violation of the Association's governing documents has taken place, the following steps shall be taken:

1. **Notice of Violation and Notice of Hearing.** A letter will be sent via first-class U.S. mail to the owner of the residence. The letter will include the following information: (a) the alleged violation, (b) the provision of the Association's governing documents that was allegedly violated, (c) the date upon which the alleged violation must be cured to avoid further action, (d) the time, date and place of the Board meeting whereat the violation will be addressed in a hearing if the owner fails to cure the violation by the deadline date, and (e) a statement that the owner may present any relevant evidence and may cross-examine witnesses.

2. **Hearing.** On the date and at the time set forth in the Notice of Violation/Hearing (which shall be at least thirty (30) days after the Notice of Violation/Hearing letter is provided to the alleged violating member), the Board of Directors will meet in executive session, regardless of whether the alleged violating member is in attendance, to discuss and evaluate the evidence that has been presented by the complaining party, the alleged violating member (either by written statement or evidence, or personal testimony) and any witnesses. The alleged violating member shall have an opportunity to review the evidence presented against him or her and address the Board in his or her defense.

3. **Disciplinary Action.** If the Board of Directors, after evaluating all the evidence presented, finds that a violation has occurred, then the Board may impose disciplinary action against the violating homeowner by levying a fine, in accordance with the Association's Fining Schedule.

4. **Written Findings.** Within seven (7) days following the hearing, the Board of Directors shall provide the member a written notice of its findings and any disciplinary action imposed against the member, by first-class mail or personal delivery. No disciplinary action shall be effective until and unless such notice of Written Findings has been sent to the member.

5. **Meet and Confer.** If the violation is not cured after the hearing, the Association will proceed with "meet and confer" procedures pursuant to Civil Code Section 1363.840.

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FINING POLICY

- A. First Hearing: \$100.00 fine
- B. Second Hearing: \$300.00 fine
- C. Third and Subsequent Hearings: \$1,000.00 fine

The Board reserves the right, at any time during the enforcement process, to turn the violation matter over to the Association's legal counsel for enforcement via alternative dispute resolution and/or litigation after the Board has requested the owner agree to the Association's meet and confer procedures.

Certain violations may result in immediate legal action. The owner shall be responsible for reimbursing all attorney's fees incurred in the enforcement of any violation.

LAGUNA AUDUBON II MASTER ASSOCIATION

CC&Rs / Rules Violation Report

[Every effort will be made to respect the confidentiality of the reporting party where appropriate. However in the event of litigation, the reporting party may be called upon to testify]

Reporting Party:

Name _____ Daytime Phone _____

Address _____ E-mail _____

Offending Party:

Name _____ or

Description _____

Address _____

If a vehicle is involved, describe: Type (auto, boat, trailer, RV, etc) _____

License No. _____ State _____ Make & Model _____

Description (Color, markings, etc.) _____

Time(s) and Date(s) incident occurred: (if on-going, give date first noted):

Which CC&R or Rule is being violated? _____

Please describe situation or incident(s):

Have you and the offending party discussed the problem? Y N When: _____

What were the results? _____

I attest that the forgoing information is true and correct to the best of my knowledge:

By _____ Date _____

Received by Management Co. _____ Reviewed by Comm./Board _____

Action: