

NORTHRIDGE HEIGHTS COMMUNITY ASSOCIATION

dba The Heights at Porter Ranch

RULES AND REGULATIONS

Updated for compliance with the Davis-Stirling Common Interest Development Act and CC&Rs

Effective Date: June 1, 2026

PREAMBLE AND AUTHORITY

These Rules and Regulations (“Rules”) are adopted by the Board of Directors (“Board”) of the Northridge Heights Community Association, dba The Heights at Porter Ranch (“Association”), pursuant to the authority set forth in the Declaration of Covenants, Conditions and Restrictions for Northridge Heights (“CC&Rs”) and the Association’s Bylaws. These Rules supplement the CC&Rs and Bylaws and constitute a governing document of the Association.

These Rules are adopted and enforceable in accordance with the Davis-Stirling Common Interest Development Act, California Civil Code §§4000 through 6150, as amended (“Act”). In the event of any conflict between these Rules and the CC&Rs or Bylaws, the CC&Rs or Bylaws prevail. In the event of any conflict between these Rules and mandatory provisions of California law, California law prevails.

These Rules shall be distributed to all Members annually, together with the Enforcement Policy and Fine Schedule, in accordance with Civil Code §5310.

SECTION 1 – DEFINITIONS

The following terms are used throughout these Rules. Terms that are also defined in the CC&Rs carry the meanings set forth in the CC&Rs. Where a term is defined here for operational clarity, that definition applies within these Rules only and does not modify the CC&Rs.

Term	Definition
Member / Owner	An Owner is one or more persons or entities who are the record owner of the fee title to a Lot, as defined in CC&Rs §1.23. Every Owner is automatically a Member of the Association, as defined in CC&Rs §1.20. A non-occupying Owner retains full Member rights and common area access and shall be admitted to the Property as a Member.
Resident	A Resident is any Owner or Tenant who currently occupies a Lot as their primary or secondary residence. An Owner who does not currently occupy their Lot is an Owner for all purposes under these Rules but is not a Resident for operational purposes (e.g., pool access, parking stickers).
Tenant	Any person who is not the Owner of record and who occupies a Lot under a lease or rental arrangement with the Owner. Tenants are not Members of the Association.
Guest	Any person who visits a Resident’s or Authorized Occupant’s Lot or uses the common areas at the invitation of a Resident or Authorized Occupant for social or personal purposes. Guests are not Members or Owners and have no independent standing under the CC&Rs. See also “Vendor/Service Worker” below.

Authorized Occupant	Any Member of a Resident’s household (as defined in CC&Rs §1.15: persons related by blood, marriage, or legal adoption, or a bona fide single housekeeping unit), including domestic employees of the household, and any person permanently residing on the Lot as a member of a Tenant’s household. An Authorized Occupant has the same common area privileges as the Resident, except that Authorized Occupants under the age of 18 are subject to the same age-related supervision and access requirements that apply to any minor in these Rules, including the pool supervision requirements applicable to those under 14. Members of an Owner’s Family as defined in CC&Rs §1.15 who are present on the Property at the Owner’s invitation have the same common area privileges as Authorized Occupants for the duration of their visit.
Vendor/Service Worker	Any contractor, tradesperson, vendor, delivery driver, domestic service provider, or other worker who enters the Property in connection with work or services for an Owner or Resident. Vendors/Service Workers are not Members or Owners. Classification as a guest in the gate entry system does not affect their status under these Rules.

Where these Rules impose an obligation on “Owners and Residents,” the Owner is primarily responsible in all cases. If the Lot is occupied by a Tenant, the Owner remains primarily responsible regardless of any private arrangement with the Tenant; the Tenant is also responsible for their own compliance. If the Lot is occupied by an Authorized Occupant, the Owner remains primarily responsible regardless of any private arrangement with the Authorized Occupant; the Authorized Occupant is also responsible for their own compliance. A Guest of a Tenant or Authorized Occupant is the responsibility of the Owner; the Owner’s responsibility for a Tenant’s or Authorized Occupant’s Guests is not diminished by the Owner’s absence from the Lot or by any private arrangement with the Tenant or Authorized Occupant.

SECTION 2 – PEACEFUL ENJOYMENT

2.1 Each Member, Tenant, and Authorized Occupant is entitled to the peaceful enjoyment of the Property and the common areas. Common area use rights are established under CC&Rs §8.03. All persons within the Property shall conduct themselves in a manner that does not unreasonably disturb or infringe upon the rights of others, consistent with CC&Rs §8.02.

2.2 All persons within the Property shall treat Vendors/Service Workers, Association contractors, security personnel, and Management Company representatives with respect. Harassing, intimidating, or abusive conduct directed at any such person is prohibited.

2.3 Objectionable, offensive, or unreasonably disturbing noise of any kind is prohibited. This includes, without limitation, loud music, repeatedly or continuously barking dogs, disruptive vehicular noise, and loud construction, maintenance, or landscaping activity conducted outside the permitted hours in Section 3.1. Noise complaints may be submitted by email or in writing to the Management Company by any affected person.

2.4 No activity shall be conducted that constitutes a nuisance under California law or that increases the Association’s insurance rates or causes cancellation of any Association policy.

2.5 Fireworks are prohibited within the Property.

2.6 No person shall be permitted on roofs, walls, or fences of common area structures or facilities other than authorized maintenance personnel.

2.7 Littering anywhere in the Property is prohibited.

2.8 No person shall cause or permit anything to be done or maintained within the Property (whether on a Lot, in a vehicle, or in the common areas) that unreasonably interferes with electronic signal reception, including television, radio, telephone, internet, or satellite signals, in any Dwelling or common area, consistent with CC&Rs §8.02. Outside antennas and electronic devices visible from outside any building require ARC approval consistent with CC&Rs §8.04. Owners are responsible for ensuring their Tenants, Authorized Occupants, Guests, Vendors/Service Workers, and Association contractors comply with this provision.

2.9 No person, including any Owner, their Tenants, Authorized Occupants, Guests, or Vendors/Service Workers, may borrow, remove, or misappropriate any Association equipment or property from the common areas.

2.10 Owners are responsible for the reasonable costs to repair damage to buildings, recreational facilities, equipment, or other common area property caused by the Owner, their Tenants, Authorized Occupants, Guests, or Vendors/Service Workers.

2.11 The operation of manned or unmanned aerial vehicles within the Property is subject to all applicable federal, state, and local laws, including FAA regulations, which govern airspace and flight. The Association does not restrict flight in airspace. Violations of this Section are subject to enforcement under Section 13.

2.11(a) Launching or landing a drone in any common area requires prior written approval from the Board or Management Company. This restriction does not apply to autonomous delivery drones landing on a Resident’s, Owner’s, or Authorized Occupant’s own Lot where the delivery was requested by that Resident, Owner, or Authorized Occupant.

2.11(b) Operating a camera-equipped drone in a manner that captures images or recordings of Owners, Residents, Authorized Occupants, Tenants, or Guests, their Lots, the roadways within the Property, or the pool/spa or recreation area without the consent of those being recorded is prohibited, consistent with California Civil Code §1708.8.

2.11(c) Drone operation that constitutes a nuisance, harassment, or unreasonable interference with the peaceful enjoyment of any Owner or Resident is prohibited under Section 2.1.

2.11(d) A licensed contractor or real estate professional operating a drone at an Owner’s written request solely for the purpose of inspecting or photographing that Owner’s Lot is exempt from the approval requirement in Section 2.11(a), provided the drone does not fly over any neighboring Lot or capture images of any neighboring Lot, common area, or persons without their consent, consistent with Section 2.11(b).

2.12 All Owners, Residents, Authorized Occupants, Guests, and Vendors/Service Workers within the Property must comply with all applicable federal, state, and local laws, ordinances, and regulations. Any violation of applicable law on or within the Property that affects the community or any Owner, Resident, or Authorized Occupant constitutes a violation of these Rules and is subject to enforcement under Section 13. The Association’s enforcement authority is limited to imposing Rules violations and fines under Section 13; the Association does not have independent law enforcement authority and does not act as a substitute for law enforcement agencies.

SECTION 3 – CONSTRUCTION AND EXTERIOR WORK

3.1 Outdoor construction or any disruptive work on any Lot may only be performed during the following hours. Architectural Committee (“ARC”) approval is required before work commences; see Section 10.5.

Day	Permitted Hours
Monday through Friday	7:00 a.m. to 6:00 p.m.
Saturday	8:00 a.m. to 6:00 p.m.

Sunday and Holidays (New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day)

Prohibited

3.2 An Owner’s contractors must remove all construction debris from the Lot daily. Debris placed in a construction debris bin must be covered or secured by the Owner or their contractor to prevent scattering. Owners and their contractors are prohibited from using Association trash dumpsters for construction debris. Construction debris bins may be placed on the Owner’s Lot subject to the following conditions: (a) the bin must not block access to any sidewalk, curb, or public right-of-way; (b) bin size is limited to 10 cubic yards; bins larger than 10 cubic yards require prior Board or Management Company approval; (c) placement is permitted for up to 30 days; placement beyond 30 days requires prior Board or Management Company approval. Placement of bins on common areas is prohibited. Placement of bins on public streets requires prior written approval from the Board or Management Company.

3.3 Portable sanitation units (porta-potties) required for construction or renovation projects must be placed on the Owner’s Lot only, screened from street view where reasonably possible, and removed within 24 hours of project completion. Placement on common areas or public streets is prohibited. Units may not remain on the Owner’s Lot for more than 30 consecutive days without Board approval.

3.4 No construction, maintenance, or improvement work may be performed in any common area without prior written authorization from the Board. The Board may authorize the Management Company to grant such approval on its behalf for routine or minor maintenance work. Any work performed in common areas without required authorization constitutes a violation.

3.5 All common slope areas and drainage control devices are restricted to Association personnel and their designated contractors. No other person may enter these areas.

SECTION 4 – GATED ENTRANCE AND ACCESS

4.1 All Resident vehicles entering the Property must display a current Association HOA decal affixed to the vehicle windshield, in addition to the RFID gate-entry tag described in Section 4.2. The HOA decal is a visible identification credential issued by the Association. Decals must be obtained from the Management Company or security personnel at the guardhouse. Vehicles without a current HOA decal are subject to citation. Decals are issued per vehicle and are non-transferable.

4.1(a) Vehicle Entry: Residents arriving by a vehicle displaying both a current HOA decal and an active RFID tag must use the resident lane for gate entry. Residents arriving in a rental car, loaner vehicle, or any vehicle that does not yet have a current HOA decal or an active RFID tag must use the visitor lane and identify themselves to security personnel by providing their name and security code (as registered in the Association’s gate access system) or other acceptable identification.

4.1(b) Non-Vehicle Entry: Residents entering the Property on foot, by bicycle, by scooter, or by any other means that does not involve a personal vehicle must use the visitor lane or pedestrian entry point and identify themselves to security personnel by providing their name and security code (as registered in the Association’s gate access system) or other acceptable identification. Security personnel shall admit any Resident who provides satisfactory identification, regardless of mode of entry.

4.2 All registered Resident vehicles are eligible for RFID gate-entry tags. RFID tags are used exclusively to operate the resident vehicle entry gates and serve no other access function within the Property. RFID tags are separate from, and do not substitute for, the street parking sticker or guard-issued parking pass described in Section 6.6. RFID tags are issued per vehicle and must be obtained from the Management Company or security personnel at the guardhouse.

4.3 RFID tags are non-transferable, consistent with CC&Rs §4.02(e). Each tag is registered to a specific vehicle and may not be moved to another vehicle. Following the enforcement and hearing procedures in Section 13, the Board may deactivate all RFID tags registered to the Lot when a violation warrants it, including where a violation is caused by or attributed to a Tenant, Authorized Occupant, Guest, or Vendor/Service Worker whose access was authorized by the Owner. Because Owners are responsible for all persons they authorize into the Property, the Owner's RFID access privileges are subject to suspension as a consequence of repeated or serious violations by any such person, in accordance with the Section 13 process.

4.4 Entrance access shall be granted to: (a) Residents entering in accordance with Section 4.1; and (b) Guests, Vendors/Service Workers, and other persons authorized by a Resident or Authorized Occupant to visit the Property, consistent with CC&Rs §4.03. Owners are responsible for all persons, including their Tenants, Authorized Occupants, Guests, and Vendors/Service Workers, and all vehicles they authorize into the Property.

4.5 Residents must provide security personnel or the Management Company, by email, in writing, or through the Association's resident portal or management software where available, with the names of persons or companies to be granted regular access without per-visit notification (e.g., caregivers, domestic service providers, and gardeners). Delivery personnel and services may not be assigned as standing Guests; delivery entry is on a per-visit basis only.

4.6 Residents expecting more than 5 Guest vehicles during any six-hour period are encouraged to provide written or email notice to security at least 24 hours in advance, or may request that security activate an open access entry in the gate access system, which allows Guests to enter without a per-visit call to the residence. Owners remain responsible for all persons granted access under open access entry.

SECTION 5 – TRAFFIC REGULATIONS

5.1 All persons operating a vehicle, bicycle, e-bike, e-scooter, personal mobility device, or other conveyance within the Property must comply with applicable California Vehicle Code provisions and all posted traffic signs. On the private roads within the Property, California Vehicle Code provisions are incorporated by reference and enforced as Rules violations under Section 13; the Association does not have authority to issue state traffic citations. Pedestrians must comply with applicable California Vehicle Code provisions governing pedestrian conduct, obey all posted traffic signs, and yield to vehicles at unmarked intersections.

5.2 The maximum speed limit within the Property is 25 mph.

5.3 Reckless driving is prohibited. Reckless driving includes, but is not limited to, swerving, running stop signs, speeding, improper passing, and driving in any manner that endangers any person or property within the Property.

5.4 Motorized vehicles, e-scooters, e-bikes, and personal mobility devices (including Segways and similar devices) may not be operated on pathways, walkways, or recreational areas. Bicycles, skateboards, and similar non-motorized devices may not be ridden on common area grass or landscaped areas. For aerial autonomous delivery drones operating at a Resident's, Owner's, or Authorized Occupant's request, see Section 2.11. Ground-based autonomous delivery devices operating at a Resident's, Owner's, or Authorized Occupant's request are permitted on streets within the Property solely for the purpose of completing a delivery to that Resident's, Owner's, or Authorized Occupant's Lot.

SECTION 6 – PARKING AND VEHICLE REGULATIONS

6.1 All Residents, Authorized Occupants, and Guests must comply with applicable City of Los Angeles and California parking and vehicle laws within the Property.

6.2 Street parking on streets within the Property is reserved for Guests, delivery vehicles, and Residents holding a valid street parking sticker, oversized street parking sticker, or guard-issued parking pass. Residents may not use common area parking spaces or the recreation area parking lot except for short-term loading/unloading or when visiting the recreation area; overnight parking in the recreation area parking lot is prohibited. See Section 6.7 for oversized street parking sticker eligibility and Section 6.8 for street parking sticker application.

6.3 Commercial/business vehicles, inoperable vehicles, and vehicles in a state of visible disrepair may not be parked on the street or driveway for more than 24 hours in any 3-day period. Consistent with CC&Rs §8.06, motor homes, boats, trucks of one ton or greater, trailers, and recreational vehicles may not be parked anywhere visible in the Property for more than 24 hours during any 3-day period; a guard-issued parking pass is required for any such vehicle and must be obtained from security prior to parking. This temporary parking allowance may not be used more than 4 times in any calendar month per Lot.

6.4 Vehicles leaking fluids may not be parked on common area property. Vehicle repairs or maintenance, except emergency repairs, may not be performed in common areas. Vehicles may not be washed or waxed on common area property except in front of the Owner's home for periods not to exceed 2 hours. Washing or waxing on an Owner's private driveway is permitted.

6.5 Vehicles in driveway must be parked to minimize any overhang onto sidewalk by parking vehicle within 12 inches of the garage door. A second vehicle cannot be parked in tandem if any part of the second vehicle overhangs any part of the sidewalk. In addition, any portion of the vehicle shall allow for no less than 36 inches of clearance to the edge of the curb or any portion of the mailbox or other objects. This restriction applies at all times except for temporary blockage not to exceed 30 minutes where a Resident, Guest, or Vendor/Service Worker is actively loading, unloading, or performing work at the Lot. Vehicles must be parked in the same direction as traffic flow.

6.6 All Resident vehicles parked on streets within the Property must display a valid Association street parking sticker, oversized street parking sticker, or guard-issued parking pass, clearly visible at all times.

6.7 Before a Resident applies for a street parking sticker under Section 6.8, the vehicle must first be evaluated for oversized status. A vehicle is considered oversized if, when parked within 12 inches of the garage door consistent with Section 6.5, the rear of the vehicle does not allow for 36 inches of clearance to the edge of the curb or any portion of the mailbox or other objects as required by Section 6.5. If the vehicle qualifies as oversized, the Resident must apply for an oversized street parking sticker rather than a standard street parking sticker; a Resident may not hold both a standard street parking sticker and an oversized street parking sticker for the same vehicle. Application for an oversized street parking sticker follows the same process as a standard street parking sticker under Section 6.8. An oversized street parking sticker authorizes the vehicle to park on the street in front of or adjacent to the Owner's Lot and is subject to the same annual review and all other conditions that apply to standard street parking stickers.

6.8 Consistent with CC&Rs §§8.05 and 8.06, it is the intent of the CC&Rs for Residents to utilize their garage and driveway for parking their authorized vehicles. Residents must utilize more than 50% of available on-property parking before applying for a street parking sticker: homes with a two-car garage must park at least 3 vehicles on their property, and homes with a three-car garage must park at least 4 vehicles on their property. Residents may apply for a street parking sticker to park a specific authorized vehicle on the street in front of or adjacent to their home by submitting a written or email request to the Board through the Management Company. The Board has 30 days to render a decision. A street parking sticker does not authorize parking in the recreation area parking lot. All vehicles granted a street parking sticker must be owned or personally leased by the Resident; work vehicles, company cars, and employer-provided vehicles will not be issued stickers. Residents are required to supply the Association with a copy of all resident vehicle registrations upon application; registrations will be returned immediately after review. Street parking stickers are valid through the end of the current calendar year and are subject to annual review. Street parking stickers and oversized

street parking stickers are subject to an annual fee established by the Board by resolution, consistent with the Board's authority under Civil Code §5600 et seq. The current fee schedule is available from the Management Company. Each Lot is entitled to one street parking sticker or one oversized street parking sticker; issuance of any additional street parking sticker or oversized street parking sticker beyond that one requires prior Board approval. Street parking stickers must be affixed to the lower driver-side windshield and must be clearly visible at all times. The street-parking privilege may not be used primarily for vehicle storage. Where an Owner has converted a garage or covered parking structure to an accessory dwelling unit (ADU) pursuant to California law, the on-property parking utilization requirement of this Section shall not apply to that Lot. Such Lots remain subject to the one-street-parking-sticker limit per Lot. The Owner must notify the Management Company in writing prior to commencing any garage conversion. The Board may establish a street parking waitlist if demand for street parking stickers exceeds available street capacity, applied on a first-come, first-served basis without regard to ADU status.

6.9 All Guests may be issued a guard-issued parking pass. The pass must be placed on the driver-side dashboard and must be clearly visible. The pass is valid for the full day of issue unless the Resident specifies a shorter period to security.

6.10 Guests needing to park for more than 24 hours may obtain a guard-issued parking pass for an extended stay, valid for up to 10 days. Guard-issued parking passes beyond 10 days require Board or Management Company approval. No more than 2 extended guard-issued parking passes may be simultaneously active for any one Lot without Board or Management Company approval.

6.11 Domestic service providers (housekeepers, nannies, and caregivers) may be issued a guard-issued parking pass to be displayed on the driver-side dashboard while in the Property. Owners are responsible for their service providers' compliance with all Rules and Regulations.

6.12 Contractors engaged by an Owner for work on their Lot will be allowed access to the Property and parking during normal construction hours as specified in Section 3.1. Owners are responsible for their contractors' compliance with all Rules and Regulations.

6.13 A vehicle may be towed immediately without prior notice if parked: (a) in a marked fire lane; (b) within 15 feet of a fire hydrant; (c) in a handicapped space without a valid placard; or (d) in a manner that obstructs any entrance to or exit from the Property or an Owner's Lot.

6.14 Towing shall be conducted in accordance with California Vehicle Code §22658. All towing and dispatch costs are the responsibility of the vehicle owner, including any towing company response fees if the vehicle is moved after a tow has been dispatched. Owners of the Lot from which a vehicle is towed are responsible for any applicable Association charges and shall reimburse the Association for any charges paid by the Association in connection with the towing.

SECTION 7 – SWIMMING POOL, SPA, AND RECREATION AREA

7.1 Pool/spa and recreation area hours are 7:00 a.m. to 11:00 p.m., seven days a week, unless modified by the Board. The area will be closed during cleaning and maintenance periods.

7.2 Only Residents, Authorized Occupants, and Guests accompanied in accordance with Section 7.4 may use the recreation facilities. The Association does not provide a lifeguard. All persons use the pool, spa, and recreation facilities at their own risk.

7.3 Appropriate swimwear must be worn at all times. Nudity is prohibited regardless of age.

7.4 No person under the age of 14 may use the pool or spa unless a Resident or Authorized Occupant who is at least 18 years of age is in attendance. No supervising adult may be responsible for more than 3 minors at one time. All Guests must be accompanied by a Resident or Authorized Occupant who is at least 18 years of

- age. Each Lot is limited to 8 Guests in the pool/spa and recreation area at any time. Residents entertaining more than 8 Guests must obtain prior written approval from the Board or Management Company.
- 7.5 Glass containers are not permitted in the pool/spa area. Beverages must be in cans or unbreakable containers. All trash must be disposed of properly.
- 7.6 Smoking of any kind is prohibited in the pool/spa area.
- 7.7 Running, diving, or horseplay is prohibited in the pool/spa area.
- 7.8 Persons who are incontinent or not toilet-trained may not use the large pool or spa. Children in diapers must wear appropriate protective swimwear, as required by California law. All diapers must be disposed of properly.
- 7.9 Wheeled conveyances of any kind, including skateboards, roller skates, rollerblades, bicycles, e-bikes, and e-scooters, are not permitted in the pool/spa area. Boogie boards, surfboards, rafts, floats, and pool toys are permitted but must be removed from the pool/spa area upon request by any Resident, Authorized Occupant, security personnel, or Management Company representative.
- 7.10 Loud music and unreasonably distracting noise are prohibited anywhere in the recreation area. Music must be reduced or turned off upon request by any Resident, Authorized Occupant, Guest, security personnel, or Management Company representative anywhere in the recreation area.
- 7.11 All personal effects must be removed from the pool/spa area upon departure. Pool gates must be kept closed at all times. Persons who leave gates ajar may be held responsible for any resulting injury or damage. Climbing or jumping over fences is prohibited.
- 7.12 Private lessons are prohibited within the Property.
- 7.13 Persons under the influence of drugs or alcohol are not permitted in the pool/spa area.
- 7.14 Only authorized pool maintenance personnel may add chemicals or cleaning agents to pools or spas.
- 7.15 Barbecues, hibachis, and other cooking devices are not permitted in the pool/spa or recreation areas without prior written approval from the Board or Management Company. Outdoor heaters are permitted in the recreation area only with prior written approval from the Board or Management Company. Approved equipment must be operated in accordance with manufacturer safety instructions and applicable fire codes.
- 7.16 Safety equipment (e.g., life preservers) is for emergency use only.
- 7.17 Pool furniture may not be removed from the pool/spa area or placed in the pool or spa. Residents, Authorized Occupants, and Guests must return furniture to its proper position after use.
- 7.18 Residents, Authorized Occupants, and Guests may not adjust any pool or spa controls other than the spa bubble timer.
- 7.19 The pool/spa and sport courts may not be reserved or used for private parties or gatherings. Use of the grass recreation area for parties or gatherings of 10 or more persons is subject to Section 7.20.
- 7.20 Parties or gatherings of 10 or more persons in the grass recreation area require prior written Board approval. A Recreation Area Reservation Agreement Form (Appendix A) must be submitted to the Management Company at least 30 days in advance. Only one party may be scheduled per day. Parties are limited to the grass/recreation area and are not permitted in the pool/spa or sport court areas. The responsible Resident must be present for the entire event, must have the written approval letter in their possession, and must control any nuisances upon request. A non-refundable cleanup deposit is required with the Reservation Agreement Form. The responsible Resident must clean up the recreation area following the event using only Association-approved bins and receptacles. Any additional cleanup or repair costs will be assessed to the responsible Owner.

SECTION 8 – SPORT COURTS

- 8.1 Sport court hours are 7:00 a.m. to 10:00 p.m., seven days a week. Courts will be closed during cleaning and maintenance periods.
- 8.2 Court time is limited to 1 hour when other Residents are waiting, consistent with the Board’s authority to regulate common area use under CC&Rs §4.02(e). Players may complete the current point of play before yielding the court.
- 8.3 Non-marking soled court shoes are required on the sport courts at all times. Bare feet, sandals, street shoes, and any footwear with soles that may mark or damage the court surface are prohibited. The only beverage permitted on the courts is water.
- 8.4 Court lights must be turned off upon departure.
- 8.5 A maximum of 6 persons may use one court at any time. All Guests must be accompanied by a Resident or Authorized Occupant who is at least 18 years of age.
- 8.6 Sport courts may not be used for public functions or private lessons.
- 8.7 The following are prohibited in the sport court areas at all times: glass containers; alcohol; persons under the influence of drugs or alcohol; smoking of any kind; barbecues, hibachis, cooking devices, and outdoor heaters. All personal effects must be removed upon departure. Gates must be kept closed at all times.
- 8.8 Pickleball is permitted on the south court only. Use of the north court for pickleball is prohibited.

SECTION 9 – PETS

- 9.1 Household pets permitted within the Property include ordinary domestic animals consistent with CC&Rs §8.07 and Civil Code §4715: dogs, cats, fish kept in aquariums, caged birds, and domestic reptiles. Animals that pose a danger to persons or property, including but not limited to venomous animals and large constricting reptiles, are prohibited regardless of domestication status. Animals may not be kept, bred, boarded, or raised for commercial purposes, or in unreasonable quantities as determined by the Board, consistent with CC&Rs §8.07.
- 9.2 Dogs and cats must not be allowed to run loose on the Property. Dogs must be on a leash held by a person capable of controlling the animal whenever outside an enclosed area of the Owner’s Lot, except within the designated dog park area.
- 9.3 Any person who brings a pet onto the Property is responsible for promptly cleaning up after that pet in all common areas. Owners are responsible for ensuring their Tenants, Authorized Occupants, and Guests comply with this requirement.
- 9.4 Pets are not permitted in the pool/spa or sport court areas. Only dogs are permitted in the designated dog park area.
- 9.5 Owners are responsible for reimbursing the Association for all reasonable costs to repair damage to common area or Association property caused by their pets or the pets of their Tenants, Authorized Occupants, and Guests, consistent with CC&Rs §4.04.
- 9.6 Service animals and emotional support animals (ESAs) are not subject to the pet restrictions in this Section to the extent required by the Fair Housing Act, California Fair Employment and Housing Act, and Civil Code §4715. An Owner or Resident with a service animal is encouraged to notify the Management Company before bringing the animal into the pool/spa or sport court areas. An Owner or Resident who requires an ESA as a disability-related accommodation must submit a written request to the Management Company before bringing the animal into the pool/spa or sport court areas. The Association shall respond to any service animal or ESA

accommodation request within 30 days of receipt of a complete request. The Association may ask only whether the animal is a service animal and what task it performs; medical documentation for service animals is not required. For ESAs, the Association may request reliable documentation of the disability-related need consistent with applicable law, including California AB 468. Service animals and ESAs must comply with all leash, waste cleanup, and conduct requirements applicable to pets in common areas. An ESA that poses a direct threat to health or safety or causes substantial property damage may be subject to removal as permitted by law.

9.7 The designated dog park area is available for use by Residents, Authorized Occupants, and their dogs subject to the following rules:

9.7(a) Dog park hours are 7:00 a.m. to 11:00 p.m. daily, unless closed for maintenance.

9.7(b) The dog park is an off-leash area; all persons enter and use the park at their own risk. The Association, its officers, employees, agents, and volunteers are not responsible for any injury, illness, or damage to any person or animal while in the dog park, to the extent permitted by law.

9.7(c) Users are legally responsible for any damage, injury, or illness their dog causes to any person, other dog, or property.

9.7(d) Dogs must be on leash when entering and exiting the park.

9.7(e) A maximum of 2 dogs per person is permitted at one time; dogs must be supervised by a person 18 years of age or older.

9.7(f) Children under 6 years of age are not permitted in the dog park. Children between the ages of 6 and 17 may enter only when accompanied by a parent or guardian.

9.7(g) Dogs that are sick, contagious, in heat, un-neutered, un-vaccinated, or unlicensed are not permitted in the dog park.

9.7(h) Users must immediately clean up after their dogs and properly dispose of waste.

9.7(i) Dogs displaying aggression toward any person or animal must be removed from the park immediately and may be subject to a prohibition on future use of the dog park under Section 13.

9.7(j) Violations of these rules are subject to enforcement under Section 13, including loss of dog park privileges.

SECTION 10 – EXTERIOR APPEARANCE AND MAINTENANCE

10.1 Owners are responsible for maintaining their Lot in a neat and orderly manner consistent with CC&Rs §8.09 (Unightly Matters) and §8.10 (Dwelling Maintenance). All grass must be kept trimmed. Weeds, clippings, and debris must be removed regularly. Owners are responsible for maintaining their mailboxes and posts in good working order.

10.2 All driveways and walkways must be maintained and kept free of vehicular stains, consistent with CC&Rs §8.10.

10.3 Waste containers (trash, recycling, and green waste) may not be placed curbside before noon on the day preceding the scheduled collection day. Containers must be returned to a location not visible from the street, such as behind a gate, inside a garage, or on the side or rear of the Lot, no later than noon on the day following the collection day. Containers must be closed, secured, and filled so that lids can be fully closed at all times.

10.4 Outside drying of laundry where visible from any neighboring property or street is prohibited. No mops, rugs, clothing, or similar items may be hung from any door, balcony, or fence where visible from any neighboring property or street.

10.5 All exterior modifications, including landscaping, hardscape, and structural or architectural changes, must be reviewed and approved by the ARC before work commences. An Owner who commences any exterior

modification without ARC approval is in violation of CC&Rs Article VII and is subject to fines in accordance with the Enforcement Policy and Fine Schedule.

10.5(a) For any structural or architectural change, hardscape installation, pool or spa, or any work requiring a City or County building permit, plans and specifications must be prepared by a duly licensed architect or other person approved by the ARC, consistent with CC&Rs §7.01. Submission of such plans and specifications is required as part of a complete ARC application.

10.5(b) Neither the Association nor the Architectural Committee (ARC), nor any of their members, officers, or designated representatives, shall be liable for any damages arising out of the approval, disapproval, or failure to approve any plans or specifications submitted for ARC review, consistent with CC&Rs §7.05. Approval of plans by the ARC does not constitute a warranty or guarantee of design, engineering adequacy, or code compliance; those responsibilities remain with the Owner and their licensed contractors.

10.5(c) The ARC may establish a reasonable processing fee for review of applications, by Board resolution, pursuant to CC&Rs §7.10. Any applicable fee will be posted at the principal office of the Association and on the Association website.

10.5(d) The ARC will render a decision within 30 days of receipt of a complete application. If the ARC fails to approve or disapprove a complete application within 30 days of receipt, the application shall be conclusively deemed approved, consistent with CC&Rs §7.03. Incomplete applications or applications missing required attachments will not be placed on the ARC agenda and must be resubmitted; the 30-day clock does not begin until a complete application is received.

10.5(e) Following each Board meeting at which ARC applications are considered, the Management Company will send approval or rejection notices to applicants by email or first-class mail. The ARC does not guarantee off-cycle or expedited review; any such request is at the ARC's sole discretion and may be subject to an additional fee.

10.5(f) An Owner whose application is disapproved may appeal in writing to the Board within 30 days of the ARC's final decision, pursuant to CC&Rs §7.04. The Board shall render a written decision within 45 days of receipt of the appeal. Failure of the Board to act within 45 days shall be deemed a decision in favor of the appellant.

10.5(g) The Owner must obtain all required City or County permits prior to commencing work. HOA approval does not waive the requirement for City or County permits, and City or County permits do not waive the requirement for HOA approval. The ARC will not approve any plan that violates applicable City or County building or zoning codes; code compliance remains the Owner's responsibility regardless of ARC approval.

10.5(h) For applications involving paint or exterior color changes, paint samples may be required to be applied to the home before the ARC will approve or reject a color selection.

10.5(i) All approved work must be completed within 6 months of the date of ARC approval. Extensions must be requested in writing prior to the expiration of the approval period. Failure to complete work within the approved period or any granted extension constitutes a violation.

10.6 All Owner-installed gates, fences, and garage doors must be painted within 30 days of installation and must be regularly maintained thereafter.

10.7 Garage doors shall be kept closed at all times except as reasonably required for ingress and egress, yard cleanup, garage maintenance, or car washing (consistent with CC&Rs §8.05).

10.8 Basketball backboards may not be attached to any Dwelling, garage, or adjoining structure, consistent with CC&Rs §7.01. All backboards and stands must be stored out of view from the street or behind a gate when not in use.

10.9 Painting of house numbers on street curbs is prohibited.

10.10 Seasonal, cultural, and religious exterior decorations may be displayed during the following periods only:

- Halloween decorations: October 1 through November 7.
- Christmas/Hanukkah/winter holiday decorations: Thanksgiving Day through January 31.

10.11 Newspapers must be picked up from driveways and front yards daily.

10.12 Except for ARC-approved landscaping, nothing may be attached to or permitted to protrude through or over any wrought iron fence or block wall.

10.13 Owners are responsible for the maintenance, repair, and replacement of all walls and fences located on or near the lot line between their Lot and any adjacent Common Area, consistent with CC&Rs §8.10. For walls or fences shared between two adjacent Lots, each Owner is responsible for maintaining the portion on their side, consistent with Civil Code §4775.

10.14 An ARC application for a wall, fence, children’s playground fixture, or any hard structure that exceeds the standard fence height for the Property (6 feet for side and rear yards; 3 feet for walls extending beyond the front of the garage; 2 feet at street intersections within 30 feet of the right-of-way, consistent with Architectural Standards and Guidelines §5.1) must include signatures from all directly affected neighboring Owners whose property adjoins the proposed structure, obtained on the ARC Application for Improvement. If a neighboring Owner declines to sign or cannot be reached, the applicant Owner must demonstrate good-faith attempts to obtain the signature by submitting: (a) a declaration under penalty of perjury consistent with California Code of Civil Procedure §2015.5 describing the attempts made and the neighbor’s stated reason for declining, if known; and (b) proof of at least one attempt by certified mail with return receipt addressed to the neighboring Owner at the Lot address. Upon receipt of these materials, the ARC shall notify the affected neighboring Owner in writing and allow 14 days for a written response; the 30-day ARC review clock is suspended during this period and resumes upon receipt of the neighbor’s response or expiration of the 14-day period, whichever occurs first. The ARC may, in its discretion, deem the application complete and proceed with review if it determines the neighbor’s refusal is unreasonable or unrelated to the merits of the proposed structure. Applications submitted without required neighbor signatures, and without the declaration and proof of certified mail described above, will be deemed incomplete and will not be placed on the ARC agenda. The Association does not guarantee any Owner’s view, and ARC approval of a structure does not constitute a view easement.

10.15 Plants, vines, shrubs, and bushes on any Lot shall not exceed 6 feet in height. Plants, vines, shrubs, and bushes growing on any wall or fence may not exceed 2 feet above the top of that wall or fence. All landscaping must comply with the applicable requirements of the Los Angeles Fire Department for the development’s fire hazard zone, including height limits, clearance requirements around chimneys, vents, eaves, and structures, and any applicable brush clearance regulations. The ARC may impose these requirements as a condition of approval for any landscaping application, consistent with its authority under CC&Rs §7.07. When any plant, vine, shrub, or bush is found to exceed the height limits in this Section, the Association shall provide the Owner with written notice to bring the landscaping into compliance within 30 days. If the Owner fails to comply within the notice period, the Association may, at its election and consistent with CC&Rs §8.12, arrange for the necessary trimming or removal and assess the reasonable cost to the Owner’s account as a reimbursement assessment, following the notice and hearing procedures in Section 13.

SECTION 11 – SIGNS

11.1 No sign or advertising device may be placed in any common area without prior Board approval, except as provided in Section 11.3.

11.2 Consistent with CC&Rs §8.08, one “For Sale” or “For Lease” sign not to exceed 6 square feet is permitted in the front yard of a Lot being sold or leased.

11.3 “Open House” signs may be displayed in the front yard of the Lot and on common areas on the day of the open house only, no earlier than 1 hour before the open house begins. No individual open house sign may exceed 6 square feet. No more than 6 open house signs may be placed on Association common areas at any one time. Open house signs must be removed within 1 hour after the open house closes. Open house activities are permitted only while the listing agent, Owner, or their authorized representative is on the premises.

11.4 Political signs may be displayed on an Owner’s Lot in accordance with California Civil Code §4710, provided that: (a) no individual sign exceeds 6 square feet; and (b) signs are removed within 15 days after the relevant election or vote.

11.5 Owners may display the flag of the United States, the State of California, a POW/MIA flag, or the flag of any branch of the United States Armed Forces, consistent with Civil Code §4705. No individual flag may exceed 3 feet by 5 feet. No more than 2 flags may be displayed on any Lot at one time. The Association shall not prohibit the display of these flags.

11.6 Except as provided in Sections 11.1 through 11.5, no sign, banner, or advertising device may be erected, maintained, or displayed on any Lot or common area without prior written approval from the Board and the ARC. Approved signs may not exceed 6 square feet and may not be displayed for more than 30 days unless the Board grants a written extension.

SECTION 12 – SOLAR ENERGY, EV CHARGING, AND RELATED IMPROVEMENTS

12.1 The Association may not prohibit or unreasonably restrict the installation or use of a solar energy system on an Owner’s Lot, consistent with California Civil Code §714. The ARC must process solar applications within 45 days of receipt of a complete application. Failure to act within 45 days of receipt of a complete application shall constitute approval of the application, consistent with Civil Code §714. Any conditions imposed must not significantly increase the cost of the system or decrease its efficiency or energy output. The Owner is responsible for obtaining all required building permits and ensuring the installation complies with applicable safety standards and manufacturer specifications.

12.2 The Association may not prohibit or unreasonably restrict the installation or use of an electric vehicle (EV) charging station in an Owner’s garage or driveway, consistent with Civil Code §4745. The ARC must process EV charging station applications within 60 days of receipt of a complete application. Failure to act within 60 days of receipt of a complete application shall constitute approval of the application, consistent with Civil Code §4745. The Owner is responsible for obtaining all required building permits and ensuring the installation complies with applicable safety standards and manufacturer specifications.

12.3 Owners seeking approval for solar panels, EV charging stations, or similar energy-related improvements must submit an ARC Application for Improvement (Appendix A) with complete plans and specifications.

SECTION 13 – ENFORCEMENT, HEARINGS, AND FINES

13.1 Owner Responsibility

Owners are responsible for ensuring that their Tenants, Authorized Occupants, and Guests comply with these Rules and the CC&Rs. An Owner’s responsibility for compliance is not diminished by whether the Owner personally occupies the Lot.

13.2 Reporting Violations

Any Member, Resident, Authorized Occupant, or Tenant who wishes to report an alleged violation must submit a written complaint to the Management Company or the Board of Directors by email, in writing, or through the Association’s resident portal or management software where available. Complaints must be submitted

within 5 days of the date the violation was observed. For continuing violations, the 5-day period runs from the most recent date the violation was observed. For violations occurring at or near the gate or common areas, complaints may also be reported directly to security personnel, who will forward the complaint to the Management Company. The complaint must include a description of the alleged violation, the date and location of the alleged violation, the names and contact information of any witnesses, and the complainant's name and contact information. The Management Company will acknowledge receipt within 5 business days and will advise the complainant of the outcome upon resolution, to the extent permitted by law. Anonymous complaints may be considered at the Board's discretion but cannot alone serve as the basis for imposing a fine.

13.3 Pre-Hearing Notice to Member

Before imposing any fine, penalty, or suspension on a Member, the Association shall, in accordance with Civil Code §5855:

- Deliver written notice to the Member at least 10 days before the hearing date, by personal delivery, first-class mail, or email.
- The notice must describe the alleged violation, specify the date, time, and address of the hearing, and state the proposed fine or penalty.
- The notice must inform the Member of their right to attend the hearing and address the Hearing Committee.

Where the nature of the violation allows for a cure, the Association shall provide the Member a reasonable opportunity to cure before or at the time of the hearing.

Before imposing any fine above \$100, the Board must make a written finding at an open Board meeting describing the specific adverse health or safety impact of the violation, consistent with Civil Code §5850(d)(2). The written finding must be documented in the Board meeting minutes and included in the written notice of decision delivered to the Member under Section 13.5. No fine above \$100 may be imposed without this written finding. 13.3(a) Fine Schedule. Fines shall be assessed in accordance with the monetary penalty schedule adopted by the Board under Civil Code §5850. The Board may impose escalating fines for subsequent violations consistent with that schedule.

13.4 Hearing Procedure

Enforcement hearings shall be conducted by a Hearing Committee appointed by the Board, meeting separately from the Board. At the hearing:

- The Member charged shall have the right to appear in person and address the Hearing Committee.
- The Member may submit written evidence and a written statement.
- The Hearing Committee shall consider all evidence presented and forward its findings and recommendation to the Board for final decision.

13.5 Written Decision

The Hearing Committee shall present its findings and recommendation to the Board at its next regularly scheduled meeting. If a fine is assessed, it shall be in accordance with the notice provided to the Member under Section 13.3. The Board shall deliver a written decision to the Member within 14 days of that meeting, consistent with Civil Code §5855(f) as amended by AB 130.

13.6 Payment of Fines

All fines shall be assessed to the Owner's Association account, consistent with Civil Code §5850. No interest or late fees shall be assessed on any fine. 13.6(a) Appeal. A Member may appeal a fine decision by submitting a written appeal to the Board through the Management Company within 30 days of the written decision. The Board shall consider the appeal at its next regularly scheduled meeting and provide a written response within 14 days of that meeting. 13.6(b) Collection and Suspension. If any amount owed to the Association by an

Owner, including fines, remains unpaid after the 30-day appeal period has expired without an appeal, or after a Board appeal decision has been issued, the Board may notify the Owner in writing that suspension of common area privileges will take effect in 30 days unless the outstanding balance is paid in full. If the balance is not paid within that 30-day period, the Board may impose suspension consistent with Section 13.7 without further hearing. The Board may also initiate legal action for collection as permitted by law, concurrently or independently.

13.7 Suspension of Common Area Privileges

The Board may suspend a Member's right to use the common areas and recreational facilities for violation of the Rules, for nonpayment of assessments, or for nonpayment of fines, subject to the following conditions:

- The Member must first be afforded the noticed hearing and written decision procedures in Sections 13.3 through 13.5.
- Suspension of common area privileges for a single violation shall not exceed 30 days, unless the violation is ongoing.
- Suspension of RFID access, if imposed, shall be limited to what is reasonably necessary to address the specific violation. RFID suspension shall not deny a Member physical access to their own Lot; the Member shall retain the ability to enter through the visitor lane upon identification.
- Where a violation is committed by a Tenant or Authorized Occupant, the Board may suspend that person's common area and RFID access privileges on the same terms applicable to a Member under this Section. Where suspension is imposed for any violation attributable to a Lot, common area and RFID access privileges are suspended for all occupants of that Lot, including the Owner, Tenants, and Authorized Occupants. Any private arrangement between the Owner and a Tenant or Authorized Occupant does not affect the Association's right to impose or enforce suspension.

13.8 Voting Rights Suspension

Suspension of a Member's voting rights for nonpayment of assessments shall be governed by the CC&Rs, Bylaws, and Civil Code §5100 et seq. Voting rights may not be suspended without proper notice and an opportunity to be heard.

13.9 Dispute Resolution Pathway

A Member who wishes to contest a fine or enforcement decision shall proceed in the following order: (1) appear at the hearing noticed by the Association under Section 13.3; (2) if dissatisfied with the written decision, file a Board appeal under Section 13.6; (3) if dissatisfied with the Board's appeal decision, request IDR under Section 15; (4) if IDR is unsuccessful or declined, pursue ADR under Civil Code §5925 et seq. before filing a civil action.

13.10 Legal Action as Additional Remedy

Fines and suspensions are not the Association's exclusive remedies. The Association may pursue legal action in small claims court or superior court to enforce the governing documents or collect unpaid fines and assessments, consistent with Civil Code §5975. In any such action, the prevailing party shall be entitled to reasonable attorney's fees and costs as provided by law. Legal action may be initiated concurrently with or following the fine and hearing process; it is not a prerequisite that all internal remedies be exhausted before the Association may file suit where immediate or ongoing harm warrants it.

SECTION 14 – LANDLORD AND TENANT REQUIREMENTS

14.1 Tenant Registration

An Owner who rents or leases their Lot to a Tenant must notify the Management Company in writing prior to the commencement of the tenancy. The written notification must include: (a) the full name of each Tenant who will occupy the Lot; (b) the Tenant's mailing address and primary email address; (c) the Tenant's cell phone number and, if applicable, a home or work phone number; and (d) the commencement and expiration dates of

the lease or rental arrangement; and (e) the make, model, color, year, and license plate number of each vehicle the Tenant intends to register with the Association. The Owner must also notify the Management Company in writing within 5 business days of any change in Tenant occupancy, including early termination of a tenancy.

14.2 RFID Tags and HOA Decals for Tenants

Before RFID gate-entry tags or HOA decals are issued to a Tenant or any member of a Tenant's household, the Owner must submit written authorization to the Management Company by email or in writing confirming the Tenant's name, contact information, and term of occupancy. The Management Company will not issue RFID tags or HOA decals to a Tenant absent such written Owner authorization. RFID tags and HOA decals issued to a Tenant are automatically deactivated upon expiration of the tenancy or upon written notice from the Owner to the Management Company, whichever occurs first. The Owner is responsible for notifying the Management Company promptly upon termination of any tenancy so that Tenant access credentials may be deactivated without delay. An Owner's own RFID tags and HOA decals remain active during a tenancy and are subject to the same rules and enforcement provisions that apply to all Resident credentials under Section 4.

14.3 Delivery of Governing Documents to Tenants

Consistent with Civil Code §4740, an Owner who rents or leases their Lot must provide the Tenant, before or at the time of occupancy, with copies of the following governing documents: (a) the CC&Rs; (b) the Bylaws; (c) these Rules and Regulations; and (d) the Enforcement Policy and Fine Schedule. The Owner must inform the Tenant in writing that the Lot is located within a common interest development and that the Tenant is subject to the Association's Governing Documents. The Owner is responsible for ensuring that any updated governing documents adopted by the Association during the tenancy are promptly provided to the Tenant. Failure to comply with this section does not excuse the Tenant from compliance with the Governing Documents, and the Owner remains responsible for the Tenant's violations.

14.4 Short-Term Rentals

Short-term rentals of any Lot or portion thereof are prohibited. A "short-term rental" means any rental or lease of a Lot or any portion thereof for a period of fewer than 180 consecutive days, including but not limited to rentals arranged through online platforms such as Airbnb, VRBO, or any similar service. An Owner who operates an unauthorized short-term rental is in violation of these Rules and the CC&Rs and is subject to fines in accordance with the Enforcement Policy and Fine Schedule. The Association may also seek injunctive relief in court to stop continuing short-term rental violations. Each day of an unauthorized short-term rental that is not remedied constitutes a separate violation subject to a separate fine, consistent with Section 13 and the Enforcement Policy. The Board may adopt additional short-term rental regulations by resolution consistent with these Rules.

14.5 Fines for Violations by Tenant, Authorized Occupant, or Guest Assessed to Owner

All fines arising from violations by a Tenant, Authorized Occupant, or Guest of an Owner shall be assessed to the Owner's Association account. The Owner is the responsible party for all such fines, regardless of any private arrangement with the Tenant or Authorized Occupant and regardless of who authorized the Guest's access to the Property. Fines assessed to an Owner's account for Tenant, Authorized Occupant, or Guest violations are subject to the same collection procedures as all other unpaid fines under Section 13.6. The Association's enforcement action is directed at the Owner; the Association has no obligation to pursue the Tenant directly and may do so only at its sole discretion as an additional remedy.

SECTION 15 – INTERNAL DISPUTE RESOLUTION AND ADR

15.1 In accordance with Civil Code §5900 et seq., any Member may request Internal Dispute Resolution (“IDR”) to resolve a dispute with the Association involving the governing documents or the Act. IDR requests must be submitted in writing or by email to the Management Company. A Member who wishes to contest an enforcement decision may appeal to the Board in writing before requesting IDR. The appeal process is described in Section 13.6. IDR is generally available after the Member has completed the Board appeal process under Section 13.6. IDR may not be pursued concurrently with a pending Board appeal.

15.2 Upon receipt of an IDR request, the Association shall offer to meet with the Member in a good-faith conference within 30 days, unless another time is mutually agreed. The Association shall be represented by a Board member at the IDR conference.

15.3 IDR is a voluntary, informal process. Either party may terminate IDR at any time. A Member may not submit more than one IDR request regarding the same dispute or violation. A prior declination of IDR applies only to the specific dispute for which it was declined.

15.4 Before filing a civil action to enforce the governing documents, the Association must offer the affected Member the opportunity to participate in ADR consistent with Civil Code §5925 et seq., unless the matter involves an emergency or the Member has previously declined to participate in ADR for the same dispute.

15.5 Alternative Dispute Resolution (“ADR”) means mediation, arbitration, conciliation, or other nonjudicial procedure involving a neutral third party, as defined in Civil Code §5925. Under Civil Code §5930, ADR is mandatory before filing an enforcement action that seeks declaratory, injunctive, or writ relief, or those remedies combined with monetary damages not exceeding the amount specified in Civil Code §5930. ADR is not required for small claims actions or assessment-only disputes. Each party bears its own attorney’s fees and one-half of the neutral third party’s fees. The Association and Member shall mutually agree on the type of ADR and the selection of the neutral third party from a recognized HOA ADR provider, such as ARC (Alternative Resolution Centers) or APADRC. If the parties cannot agree on a neutral third party within 30 days of the ADR request, either party may petition the court to appoint one. The neutral third party shall have demonstrated knowledge of California common interest development law, including the Davis-Stirling Act. ADR may be binding if both parties agree. Attorney’s fees and costs in connection with ADR and any subsequent enforcement action shall be governed by Civil Code §5975.

SECTION 16 – BOARD MEETING CONDUCT

16.1 Member Right to Attend. Every Member has the right to attend open sessions of Board meetings pursuant to Civil Code §4925. This right does not extend to executive sessions, which are closed meetings governed by Section 16.7. The Board President or presiding officer shall exercise all authority granted under this Section.

16.2 No Expectation of Privacy. Statements made during an open Board meeting are not confidential communications within the meaning of California Penal Code §632. Because open Board meetings are noticed public meetings accessible to all Members, no attendee has a reasonable expectation of privacy with respect to statements made from the floor during the open session. California’s two-party consent requirement does not apply to such statements.

16.3 Recording Conduct. Members who record a meeting must: (a) announce at the start of the meeting, or upon arrival, that they intend to record; (b) position recording equipment so as not to obstruct the view or movement of other attendees; and (c) refrain from using recording equipment in a manner that is itself disruptive to the meeting.

16.4 Open Forum Speaking Time. Each Member shall be permitted to address the Board during the open forum agenda item. Speaking time is limited to three (3) minutes per Member per agenda item, unless extended

by the Board President. The Board President may reduce speaking time if the number of speakers requires it to conduct the meeting within a reasonable time.

16.5 Meeting Decorum. All persons attending a Board meeting shall conduct themselves in an orderly and respectful manner. The following conduct is prohibited: (a) personal attacks directed at Board members, the property manager, other attendees, or Association staff; (b) threatening, intimidating, or abusive language or behavior; (c) interrupting a speaker who has the floor; (d) conduct that disrupts the orderly conduct of the meeting; and (e) refusal to comply with a ruling of the Board President made pursuant to this Section. Violations of this Section are subject to enforcement under Section 13.

16.6 Board President Authority. The Board President shall maintain order during all Board meetings. The Board President may: (a) issue a verbal warning to any person whose conduct violates Section 16.5; (b) limit or terminate the speaking time of any person who continues to engage in prohibited conduct after a warning; and (c) direct the removal of any person from the meeting whose conduct, after warning, continues to disrupt the meeting. For in-person meetings, removal, if necessary, shall be carried out by law enforcement. For meetings conducted by teleconference or video conference, removal shall be effected by the meeting host by muting or disconnecting the disruptive participant for the remainder of the open session. The basis for any warning or removal shall be stated on the record and documented in the meeting minutes. References to the Board President in this Section include the presiding officer. Any Board member may call a point of order, and the Board may, by majority vote of members present, overrule a ruling of the Board President or presiding officer. If the Board President or presiding officer is the subject of a conduct issue, the Vice President, or a Board member elected by majority vote, shall assume the presiding role.

16.7 Executive Session – Confidentiality and Recording Prohibition. Executive sessions of the Board are closed meetings. Members, Residents, and all other persons attending an executive session, whether pursuant to Civil Code §4935(b) or otherwise, are bound by the following requirements:

(a) Recording Prohibited. Recording of executive session proceedings by any attendee is prohibited. This prohibition applies to audio recording, video recording, and any other means of capturing the proceedings, regardless of the device used. Where legal counsel is present, unauthorized recording may additionally constitute a waiver of attorney-client privilege and expose the recording party to legal liability independent of this Section.

(b) Confidentiality. All matters discussed in executive session are confidential. No attendee shall disclose the substance of executive session discussions to any person not present, except as required by law or as authorized by the Board.

(c) Notice to Attendee. Before any member or resident is admitted to an executive session pursuant to Civil Code §4935(b), the Board President or property manager shall advise the attendee of the prohibition on recording and the confidentiality requirement, and shall note in the session record that such advisement was given.

(d) Removal and Enforcement. Any person who records or attempts to record an executive session, or who refuses to comply with the confidentiality requirements of this Section, shall be subject to immediate removal from the session under Section 16.6 and enforcement action under Section 13. A violation of this Section by a Member also constitutes a violation of California Penal Code §632 and may subject the Member to criminal and civil liability under state law.

APPENDIX A – DOCUMENTS AND FORMS

The following documents and forms are available on the Association website or by contacting the Management Company:

- Declaration of Covenants, Conditions and Restrictions (CC&Rs)
- Bylaws of the Northridge Heights Community Association
- Rules and Regulations (this document)
- Enforcement Policy and Fine Schedule
- Architectural Committee (ARC) Application for Improvement
- Architectural Standards and Guidelines
- Recreation Area Reservation Agreement Form

APPENDIX B – KEY STATUTORY REFERENCES – DAVIS-STIRLING COMMON INTEREST DEVELOPMENT ACT AND RELATED STATUTES

These Rules are designed to comply with the following California statutes, among others. In the event of any conflict, the current statutory text governs.

Statute	Subject
Civil Code §714	Solar energy systems – right to install
Civil Code §1668	Limits on contractual disclaimers of negligence liability
Civil Code §1708.8	Drone privacy – prohibits capturing footage in areas with reasonable expectation of privacy
Civil Code §4000–6150	Davis-Stirling Common Interest Development Act, as amended
Civil Code §4041	Owner obligation to provide contact information to Association
Civil Code §4360	Rule adoption and amendment – 28-day notice before rule change
Civil Code §4705	Display of U.S., State, POW/MIA, and U.S. Armed Forces branch flags
Civil Code §4710	Prohibition on restricting political signs on Owner’s separate interest
Civil Code §4715	Permissible pets in common interest developments; emotional support animals
Civil Code §4740	Owner obligation to provide governing documents to tenants before occupancy
Civil Code §4745	Electric vehicle charging stations
Civil Code §4753	Owner right to use clothesline or drying rack in rear yard area
Civil Code §4765	ARC deemed approval after 30 days of receiving complete application
Civil Code §4775	Maintenance of shared walls, fences, and structures
Civil Code §4925	Member right to attend and record open Board meetings
Civil Code §4935	Executive sessions – closed meetings; member attendance rights; confidentiality
Civil Code §5100 et seq.	Member voting rights and suspension
Civil Code §5310	Annual distribution of rules and Enforcement Policy and Fine Schedule
Civil Code §5600 et seq.	Association authority to establish fees and charges
Civil Code §5850	Monetary penalties – adoption and distribution
Civil Code §5855	Pre-hearing notice and written decision requirements
Civil Code §5900–5960	Internal Dispute Resolution (IDR)
Civil Code §5925–5965	Alternative Dispute Resolution (ADR) before civil action
Civil Code §5930	Mandatory ADR threshold before civil enforcement action
Civil Code §5975	Attorney’s fees in enforcement actions – prevailing party entitled to fees
CCP §2015.5	Declaration under penalty of perjury – California standard
42 USC §3604 / Gov. Code §12955	Fair Housing Act and FEHA – service animals and disability accommodations
Penal Code §632	California two-party consent
Vehicle Code §22658	Towing from private property – current authority and procedure