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September 6, 2012

**RE: NIGUEL POINTE HOMEOWNERS ASSOCIATION
ADOPTED RULES AND REGULATIONS**

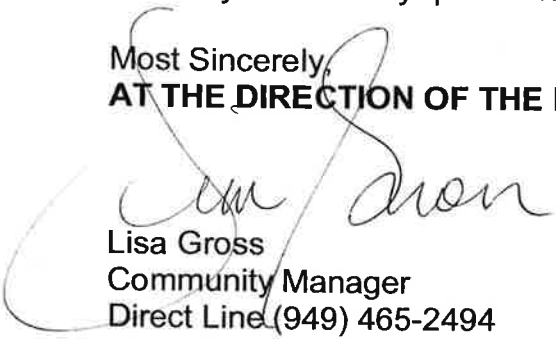
Dear Members of Niguel Pointe Homeowners Association:

This letter is written to you on behalf of the Board of Directors of the Niguel Pointe Homeowners Association. Pursuant to Civil Code Section 1357.130(a), under a July 16, 2012 cover letter, was mailed draft Rules and Regulations for Niguel Pointe Homeowners Association to all owners. The assessment and billing collection policy that was mailed to the membership in the draft rules and regulations on July 16, 2012 was not adopted by the Board of Directors. Enclosed, you will find the current assessment and billing collection policy that was included in the 2012-2013 budget mailing to the membership dated July 31, 2012. After considering the feedback of the membership, the Rules and Regulations for the Niguel Pointe Homeowners Association were approved at the August 22, 2012 meeting and the Rules and Regulations are effective August 22, 2012.

Enclosed you will find a copy of the approved Rules and Regulations and the Assessment and Billing Collection Policy.

Should you have any questions or concerns, please feel free to contact me.

Most Sincerely,
AT THE DIRECTION OF THE BOARD OF DIRECTORS



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Enclosure

NIGUEL POINTE HOMEOWNERS ASSOCIATION
A California Non-Profit Mutual Benefit Corporation

Rules and Regulations
Architectural Standards

NIGUEL POINTE HOMEOWNERS ASSOCIATION

RULES & REGULATIONS AND ARCHITECTURAL STANDARDS

These Rules and Regulations are subject to State, County and City ordinances and may be superseded by them.

ADOPTED

August 22, 2012

Effective August 22, 2012

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ARCHITECTURAL CONTROL

WHEREAS, it has been determined that stricter control of the architecture of the Units within the Association is necessary for the benefit of the association and Unit uniformity;

RESOLVED, that the following rules be adopted regarding Architectural control:

1. Improvement plans, to exterior of Unit including landscaped areas, must be submitted to the Architectural Committee for their approval as provided in Article IV, Section 4.02, of the Declaration of Covenants, Conditions, and Restrictions.
2. All Architectural requests to be submitted to Professional Community Management's ("PCM") office at 23726 Birtcher Drive, Lake Forest, CA 92630, Attention: Niguel Pointe.
3. Failure to adhere to the Architectural Guidelines will constitute a violation of the Association's governing documents. See Architectural Guidelines.
4. Architectural requests will be considered on an individual basis. Contact PCM for details to proceed.
5. All alterations to Units are subject to any applicable City, County or State law. Failure to obtain the requisite permit(s) from the appropriate governmental authority (and to receive final permit check for said permit) is the sole responsibility of the Owner.
6. Any Association funds expended during the Association's maintenance and/or repair due to Owner violations of City, County or State law shall be assessed to the Owner; plus any and all attorney fees expended by the Association in furtherance thereof.
7. The Association assumes no responsibility for the maintenance and/or repair of unauthorized alterations to Units or Common Area; nor any responsibility or liability for any damage that said unauthorized alterations cause.

**RULES AND PROCEDURES
AND
ARCHITECTURAL STANDARDS**

A. PURPOSE

As set forth in the Governing Documents, the Architectural Committee is vested with the power to review and approve all improvements to all residential Units and Dwellings in Niguel Pointe. Such improvements include, without limitation, additions, modifications and alterations to residential Dwellings, signs, fences, walls, screens, patios and patio covers, window treatment, air conditioning units and attic fans, and any other modification to the exterior of a Dwelling or other improvements or alterations to your Unit.

The Architectural Committee does not seek to restrict individual creativity or personal preference, but rather to help assure continuity in design which will help preserve and improve the appearance of the Community and enhance the property values of all Owners of Units in the Community.

The Architectural Committee is composed of a minimum of three (3) members, all of whom must be Owners of Units in Niguel Pointe. Members of the Architectural Committee shall receive no compensation for services rendered other than reimbursement by the Association for any expenses that might be incurred in performing their duties. **The Architectural Committee has the right to retain architects or other construction specialists as may be necessary to perform its duties. (Subject to Board approval.)**

Prior to the commencement of any addition, alteration or construction work of any type on any residential Dwelling in Niguel Pointe, you must first submit an application to the Architectural Committee for approval of such work. Failure to obtain the approval of the Architectural Committee may constitute a violation of the Association's Governing Documents, and may require modification or removal of unauthorized works of improvement at your expense. In addition, a building or other permit may be required by the City of Laguna Niguel, Building Department, or other governmental agencies prior to the commencement of any work. Neither the Architectural Committee, nor the Association assumes any responsibility for the failure to obtain such permits. Also, obtaining such permits does not waive the obligation to obtain Architectural Committee approval.

B. GUIDELINES

1. Submission Procedure and Requirements

- a) All requests ("Requests") for Architectural Committee approval are to be made on the standard Niguel Pointe Home Improvement Form (attached to these Rules).
- b) Submission of Requests. All Requests are to be made to the Niguel Pointe Homeowners Association, attention Architectural Committee, at the PCM office, or at such other address as may be listed on the Home Improvement Form.
- c) Reasonable Fees. The Board of Directors, or the Architectural Committee, when warranted, may charge a fee per submission for review of plans and specifications required pursuant to these Standards in an amount shown on the Association's Schedule of Fees, Charges and Fines.
- d) Construction Drawings. Plans and specifications for works of improvement must be prepared in accordance with the applicable building codes, and with sufficient clarity and completeness to enable the Architectural Committee to make an informed decision on your request.

NOTE: It is recommended that work involving major additions or work requiring variances be submitted at the preliminary drawing stage for review by both the Architectural Committee and the City of Laguna Niguel, Building Department. Final drawings should not be prepared until after preliminary plans have been approved.

- e) Submission of plans. Please forward three (3) sets of your proposed plans and specifications, together with the standard Home Improvement Form and such other information or documentation as may be required in the Form.
- f) Required Information and Documentation to Accompany Home Improvement Form. Together with a complete Home Improvement Form, three (3) complete sets of the following information must be submitted to the Architectural Committee in order to constitute a complete Application. One (1) set will be returned to you after completion of the review:
 1. Plot plan drawn to scale showing the following:
 - (i) All proposed improvements and relevant elevations, together with the desired location of such improvements to Dwelling Units.
 - (ii) Complete dimensions of the proposed improvements.
 2. Description of materials to be used, including the proposed color scheme. Samples should be provided.
 3. Grading plans (if applicable) where the established drainage pattern (including exclusive use of patio areas), might be altered by the proposed improvements.
 4. Floor plans (if applicable) showing overall dimensions and area or

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improvements reflecting your preliminary design concept.

5. Description of proposed construction scheduled.

6. If proposed improvements require access over the Common or Community Areas or Community Facilities for purposes of transporting labor or materials, written permission shall be required from the Association. Any such requests must be filed with the Architectural Committee prior to the commencement of your improvements.

7. Any other information or documentation deemed to be necessary by the Architectural Committee in evaluating your request.

2. Failure to Comply with Required Procedures

Failure to comply with the requirements and procedures set forth herein shall cause your Request to be delayed pending submission of other information and documentation to the Architectural Committee. An incomplete Application shall not be considered to be a submittal until all information is provided, and the time limits for approval shall not apply until the Application is complete.

3. Final Approval by Architectural Committee.

The Architectural Committee shall give final approval or disapproval of your Request within thirty (30) days from submission of a completed Application (including all the required supporting information and documentation). In the event the Architectural Committee fails to respond within thirty (30) days from receipt of your completed Application, your Request shall be deemed to be approved.

4. Disapproval by Architectural Committee Appeal.

In the event the plans and specifications submitted to the Architectural Committee are disapproved by the Committee, the Owners making said submission may appeal in writing to the Board of Directors of the Association. The written request must be received by the Board not more than thirty (30) days following the final decision of the Architectural Committee. Within forty-five (45) days following receipt of the request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within said forty-five (45) day period shall be deemed a decision in favor of the parties submitting the appeal.

5. Enforcement.

Failure to obtain the necessary approval from the Architectural Committee, or failure to complete the improvements in conformity with the plans and specifications approved by the Architectural Committee, may constitute a violation of the Declaration of Covenants, Conditions and Restrictions ("CC&Rs") and may require modifications or removal of any work of improvement at your expense. If necessary, the City of Laguna Niguel may be contacted to assist in enforcement of this policy.

6. Violations.

Upon completion of the work of improvement, you shall notify the Architectural Committee for final inspection and approval. Any member or agent of the Architectural Committee may, from time to time, at any reasonable hour or hours and upon reasonable notice, enter and inspect the subject property as to the completion of the improvement. Such entry shall be made with as little inconvenience to you as possible, and any damage caused hereby shall be repaired by the responsible party. If work is performed without Association approval the Owner may be responsible to remove the modification, and pay any and all costs associated with the violation. The Board may determine to take appropriate action, including legal action, against any Owner who is constructing any modifications without Association approval.

7. Costs.

Cost of required permits and/or cost of correction and any and all penalties incurred due to unapproved or work done in violation of the Association's Governing Documents shall be the sole responsibility of Owner.

C. ARCHITECTURAL STANDARDS

1) Structural or material additions or alterations.

Exteriors of any building shall conform to the material, colors, character and detailing as established on existing Dwellings within the Association.

(a) Structures shall conform to the original structural character of the existing Dwellings. Patio trellises shall be minimum fifty percent (50%) open, and shall not be solid or opaque.

(b) Any new patio structures shall be of composite or vinyl materials only, with the exception of vertical supports which may be of stucco or masonry.

(c) Structures shall have either flat or shed roofs, or a form consistent with existing roof lines.

(d) Structures will be stained or painted to match or be complimentary with colors used on its appurtenant Dwelling.

(e) In designing this addition, neighbors shall respect the existing conditions, including existing structures, and configuration of Dwellings. Unreasonable intrusion upon a neighbor's existing privacy, if any reasonable expectation of privacy exists, shall be kept to an absolute minimum.

(f) Structures shall not unreasonably obstruct another Owner's view.

2) Exterior Painting. No Owner shall perform any exterior painting of any nature on a Dwelling. All such exterior painting of Dwellings shall be the duty and obligation of the Association.

3) Landscaping and Other Related Improvements. No Owner shall further landscape or otherwise improve any Community Area, or Common Facilities owned and maintained by the Association.

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4) **Drainage and Fill.** There shall be no interference with the established drainage patterns over any Unit, Common Area or Community Facilities, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee.

5) **Gutters and Downspouts.** No gutters, downspouts or scuppers to control water shed from roofs shall be installed nor altered without the prior approval of the Architectural Committee. Such improvements shall be primed and painted to match the surface color of its appurtenant Dwelling.

6) **Unightly Items.** All weeds, rubbish, debris or unsightly materials or objects of any kind shall not be allowed on the Unit or Exclusive Use Common Area. All clotheslines, woodpiles, storage areas, machinery and equipment shall be prohibited upon any Unit. Garbage cans are to be placed out at the curb not more than 24 hours prior to trash pick-up and are to be brought into the garage within 24 hours of trash pick-up.

7) **Antennae.** Exterior antennae and satellite dishes shall be governed by the Association's Satellite Dish Policy.

8) **Flagpoles.** The installation of flagpoles shall be subject to review by the Architectural Committee. Any application for a freestanding flagpole shall include specifications and plans for installation so the Architectural Committee may review the proposal for health and safety purposes.

9) **Window Coverings.** Only curtains, drapes, shutters or blinds may be installed as window covers. No aluminum foil, paint, newspaper or similar covering are permitted for use as a window covering, nor may such materials be applied to the windows or doors of any Dwelling.

10) **Equipment and Storage Sheds.** No structure of a temporary character, trailer, tent, shack, garage, barn or other out-building shall be installed or used on any Unit at any time, temporarily or permanently.

11) **Skylights and Other Solar Energy Equipment.** The installation of rooftop structures or a system to accommodate solar energy equipment or skylights must have the approval of the Architectural Committee prior to installation, and specific agreement/covenants may be required prior to installation.

12) **Right to Adopt Additional Architectural Standards.** The Architectural Committee, from time to time, with the prior approval of the Board of Directors, may adopt and promulgate additional architectural standards to be administered through the Architectural Committee. Copies of such additional Architectural Standards, together with any rules or regulations adopted and promulgated by the Board of Directors, and/or the Architectural Committee, shall be on file in the principal office of the Association.

PARKING AND TRAFFIC RULES

WHEREAS, it has been determined that parking of vehicles within the Association grounds be controlled for the benefit of the Association and its Owners:

1. Vehicle Codes will be strictly enforced.
2. A) Any oversized non-primary vehicles or any commercial vehicle must be maintained off the premises. No vehicle shall be parked in the same parking space for more than 96 continuous hours. Any vehicle parked continuously for more than 96 hours without Management or Board approval will be considered abandoned and subject to citation and/or towing.

You must notify management in writing if your vehicle will be parked in the Common Area beyond 96 hours due to vacations etc. Your letter should contain the type of vehicle, color, license plate number, location and when you plan to return.
- B) Recreational vehicles may park in the Common Area parking for loading and unloading purposes only and for one (1) overnight parking only. Parking of these vehicles must not overlap the white parking lines nor protrude into the street.
- C) Handicapped parking is restricted to vehicles with a valid handicapped permit. Violators are subject to immediate towing.
- D) Any commercial vehicle used and/or maintained for commercial use, and/or containing commercial products or tools of the trade shall be maintained inside the garage or off the premises.
3. Mopeds and motor bikes are subject to California Vehicle Code restrictions (i.e., both driver and motor bike must be licensed). No motorcycles, mopeds or other motorized vehicles having less than four wheels may be operated or permitted on or in any part of the Properties, except for the purposes of traveling directly between an entrance to the Properties and the vehicle owner's garage.
4. Owner is responsible for all parking violations of tenants and guests.
5. No inoperable or large commercial vehicles shall be parked or stored anywhere in the Common Area.
6. The speed limit within the Association is 10 mph.
7. No vehicle is to be parked diagonally across driveway or parallel to street across driveway or upon grass. Vehicles must be parked in garage, completely on driveway with the front or rear

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of the vehicle facing the garage, or in an identified parking area. All vehicles must be parked in compliance with this Rule, and any incorrectly parked vehicles will be subject to towing.

8. A) Vehicles must be parked in the Unit's garage before utilizing the Common Area parking space. Residents with an extended driveway must utilize it for additional parking before parking in the Common Area spaces.

B) Residents with more than two (2) vehicles (and parking the third or more vehicles in the Common Area parking) may be required to show evidence that all their vehicles are registered to them at their address in the Association.
9. Any vehicle with expired California Vehicle registration or license plates is considered to be stored, or abandoned, and is subject to immediate towing without further notice.
10. Citation Violations

A) Citations may be issued and fines will be levied by the Association for any parking violations, in addition to charges levied by independent towing service.

B) Citation process does not apply to parking in fire lanes, driveways, fire hydrants, handicapped parking or abandoned or stored vehicle parking which are all subject to immediate towing without notice.

C) Fines will be as follows:
 1. 1st offense - \$25.00 fine and a "You Will Be Towed On Your Next Offense" noted.
 2. 2nd offense – Vehicle may be towed without further notice and the Board may assess an additional \$50.00 fine.
11. Owners with unusual circumstances or asking for exemptions to certain parking rules may submit a written request to the Board through management. All requests will be reviewed and given consideration at the next regular Board Meeting.
12. Owners who wish to install electrical vehicle charging stations in their garages or designated parking space, must submit an application and meet all requirements of California Law, and provide proof along with the application that permits have been obtained from the City of Laguna Niguel.
13. All vehicles must be parked in such a manner that the rear license plate displaying valid registration is clearly visible.

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FIRE LANE PARKING:

1. All streets within Niguel Pointe are designated fire lanes. All areas of the street are part of the fire lane including the unmarked portion of driveway that connects the street and the driveway apron.
2. Any vehicle left unattended over twenty (20) minutes in a fire lane is subject to towing without warning.
3. In all cases the vehicle should be attended to by the Owner and not used as short-term parking.

GARAGES:

1. The primary use of the garage is to store vehicles. Any storage items must still allow for parking of vehicles to the extent the garage was designed to accommodate vehicles. (e.g. two vehicles in a two car garage). Any and all materials stored in the garage must be of a safe nature and not be dangerous or of a combustible nature; and comply with the rules and conditions set forth in the Uniform Fire Code as adopted by the State of California, and the City of Laguna Niguel Ordinances.
2. Vehicles shall not be overhauled, nor shall repairs be conducted on any portion of the Common Area except in owner's garage (i.e., the vehicle and all tools must remain inside the garage). Additionally, garage doors must remain closed at least 3/4 of the way while repairs are performed.
3. No garage shall be used as a residence either temporarily or permanently, nor may garages be converted to living or residential area.

NOTE: ANY ISSUES OR DISPUTES REGARDING VIOLATIONS WILL BE ADJUDICATED BY THE BOARD.

THESE RULES AND REGULATIONS SUPERSEDE ANY AND ALL PREVIOUS PARKING RESTRICTIONS. THE BOARD MAY ALTER THESE REGULATIONS AS DEEMED NECESSARY

PET RULES

WHEREAS, it has been determined that animal control is necessary to the best interest of the Association;

1. No more than two (2) normal household pets, which are legal in the City of Laguna Niguel, County of Orange, and State of California may be kept in or upon residential Unit (i.e., one dog, one cat; or two dogs or two cats). No exotic or other non-domestic pets (as defined by the State of California) are allowed. Requests for additional numbers or types of pets must be submitted to and receive prior approval of the Association.
2. Dogs or cats are not allowed to be unattended in the Common Area. All dogs must be maintained on a leash when outside the Owner's Unit or patio.
3. Pet owners must comply with all Orange County and City of Laguna Niguel Ordinances concerning the ownership of animals (i.e., licensing, vaccines, leash laws, nuisances, etc.). County and/or City ordinances will be strictly enforced.
4. Each Owner/resident is responsible for removing defecation of their dog, cat or other animal from their property, their neighbor's or anywhere in the Common Area where their pet made the deposit.
5. Excessive or loud dog barking or other animal noise will be deemed a nuisance.
6. Each Owner/resident will be held responsible for any damage to the Common Areas due to his/her pet(s). To the extent permitted by law, each Owner/resident will be responsible for any damage to property or injury to any person due to his or her pet(s).
7. The Association shall have the right to prohibit and require removal of any animal which the Board determines constitutes a nuisance.
8. Owners are responsible for their pets, their tenants' pets and their visitors' pets.



TENNIS COURT GREEN BELT / DOG RUN

NIGUEL POINTE HOMEOWNERS ASSOCIATION

When planned communities are built they are usually designed to attract buyers. The design and layout of the community doesn't always take into consideration the different lifestyles of the owners, recreational activities and pets.

This sometimes creates "**livability problems**" for some of the owners and residents. Through the years the lifestyles of association members change, therefore requiring flexibility of some rules. Many homeowners and residents have petitioned the board requesting that the **greenbelt** within the gated portion of the tennis court be used to allow them to play with their dogs off a leash. ***The Board of Directors has adopted the following policy and should destruction occur to the greenbelt, due to dog defecation or urination; or invasion of homeowners privacy; or any other violation of the following, then this privilege will be discontinued.***

- 1) ***This is not to be used as a relief area for your pet;*** therefore all dogs must be walked prior to entering the area. This should minimize the urination and defecation problem.
- 2) No dogs allowed between the hours of 10:00 PM – 7:00 AM.
- 3) No dogs are allowed "EVER FOR ANY REASON" on the tennis court and are only allowed on the greenbelt area.
- 4) If someone enters the area to play tennis, then the dog owner must leash their dog(s) immediately and physically leave the area.
- 5) Each owner is to carry a pooper-scooper and/or a plastic bag and must pick up after their pet. Trash is not picked up regularly in the tennis court area, therefore all dog owners are to deposit their doggy excrement in their own home trash receptacle, or flushed away in the rest room.
- 6) The portion of the greenbelt designated for this purpose is the area within the wrought iron fence but outside the tennis court playing area.
- 7) No cats or other types of pets, other than dogs are allowed.

DISCLAIMER

Usage of this area is a privilege not a right. Those using the area for this purpose do so at their own responsibility and at their own risk. Any confrontation between owners and dogs is between the individuals and animals involved and is the responsibility of the dog owners – all users; and thereby hold harmless and indemnify the association and all its members and guests of members, its board of directors and the property management company from any claim or legal action.

SIGNAGE RULES

WHEREAS, it has been determined that the use and displaying of signs be limited for the benefit of the Association and Unit appearance;

RESOLVED, that the following rules be adopted regarding signs;

1. No sign, poster, billboard, advertising device or other display shall be displayed on the properties that violate local, state, or federal laws, or is a safety or public health hazard.
2. "Real Estate for Sale, Lease or Rent" signs shall be a maximum of 18" by 30" in dimension, and all signs must be professionally prepared on weather resistant material.
3. Only one sign is permitted per dwelling Unit and must be displayed in the area directly in front of the Unit advertised, no more than four (4) feet from the front of the Unit.
4. Signs other than those which conform to these Rules, may be removed from the Property, or removal may be requested by the Association.

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

RENTAL RULES AND REGULATIONS

WHEREAS, it has been determined that the Association has a direct interest in the maintaining the Common Areas, and the property values in the Association;

WHEREAS, the Board has determined it is in the Association's best interests to address potential violations of Governing Documents, and to protect property values by adopting reasonable rules regarding rentals of Units;

WHEREAS, it has been determined that enforcement of the Governing Documents is important and necessary for the benefit of the Association and its Owners;

RESOLVED, that the following reasonable rules and restrictions are hereby adopted regarding rentals:

1. The Owner shall have the responsibility to provide copies to their tenants and guests of the Rules and Regulations of the Association.
2. For the purpose of these Rules and Regulations, a tenant shall be defined as anyone in possession of an Owner's Unit in exchange for any sort of consideration, or with the approval of the Owner.
3. Fines for violations will be assessed against the Owner even though the violation was committed by a tenant or guest.
4. All Owners of Units must notify the Association through the managing agent when Unit is rented, and provide name, phone numbers and contact information to Association.

POOL/SPA RULES

WHEREAS, it has been determined that control of the Association Recreation facility is necessary for the benefit of the Association and its Owners;

RESOLVED, that the following rules be adopted regarding use of Pool/Spa Facility;

1. No glass objects or glass containers are allowed in the pool or spa area.
2. No alcoholic beverages in pool area.
3. No smoking is permitted within the pool area at any time.
4. Use of the pool and spa facilities and Common Areas are a privilege which is enjoyed by all Owners or occupants; however, consideration of others concerning noise is also important. Use of the pool, spa and Common Areas after 10:00 p.m. should be exercised at noise levels which are not bothersome to other occupants. If owner elects to rent or lease and gives right of access to lessee, then owner relinquishes his/her access rights.
5. Pursuant to California Code of Regulations, Title 22, Section 65539, Persons under the age of 14 should not use pool or spa without an adult in attendance. Adult resident is responsible for proper supervision in the pool area of persons under 14 years of age.
6. Conduct by an owner or occupant that deprives any other owner or occupant use of the pool, spa or Common Area shall not be allowed.
7. No soap/bath oils, etc. allowed in spa.
8. Pool and spa hours: Monday-Thursday: 8:00 a.m.- 10:00 p.m.
Friday-Sunday: 8:00 a.m.- 11:00 p.m.
9. Only headphones are permitted when listening to iPod/stereo/MP3/radio/tape deck/phone or other audio or video equipment so not to annoy other persons using the facility.
10. Animals or pets of any kind are not permitted in the pool or spa area at any time, except certified service animals.
11. No one who is incontinent or uses diapers or other apparel for incontinence may use the pool or spa.
12. No running or riding bicycles or skateboards or any wheeled object is permitted in the pool or spa area.
13. Guests are permitted in the pool or spa area only if accompanied by resident with key. Residents are responsible for the behavior of their guests and must show key to Management, any member of the Board of Directors, or other authorized Association representative when requested.

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14. Unauthorized user of the pool or spa is subject to arrest for trespassing.
15. No furniture is permitted on the grass area. Towels may be used but must be removed when leaving the pool area.
16. Remove your personal belongings when leaving the pool area. The Association is not responsible for lost, or stolen items.
17. Do not play with the pool skimmer, pole hook or the life preserver. These are for emergency use only.
18. No barbecues, hibachis, grills or other such items are allowed in the pool area. This includes electrical, gas, or charcoal equipment.
19.
 - a) It is a violation of the safety/health code to leave the gate(s) to the pool and spa area open or ajar. Violators are subject to a fine assessed by the Board of Directors.
 - b) Altering the ability of the pool gates to close and lock is not permitted. Violators are subject to a fine assessed by the Board of Directors.
20. Violation of any of the enumerated POOL RULES may result in a fine which will be assessed the Owner. Subsequent offenses may result in a doubling of the previous fine and shall be assessed the Owner. Any offense may result in the loss of use of the pool area and suspension of other membership privileges by the Owner and/or his guest and/or tenants.

TENNIS RULES AND REGULATIONS

Tennis Rules:

1. Regulation tennis shoes must be worn at all times.
2. Proper tennis attire is encouraged.

Court Rules:

1. Only three minutes for warm-up when players are waiting.
2. Doubles play shall have precedence over singles when players are waiting, except for mutual agreements, in which case the singles will be scored by the "no-add" system with a 9 point tie breaker at 5-all games.
3. Waiting players are urged to make up their foursomes before a set is completed so as to be ready to step onto the court.
4. When players are waiting, a deuce set ends at the conclusion of the 13th game.
5. When players are waiting, the limit is one-half hour or completion of the set, whichever is longer.
6. Guests must be accompanied by a Niguel Pointe Owner. A limit of 3 guests per Owner at the tennis courts at any one time.
7. No wheeled objects, such as skates, toys, bikes, big wheels, or skateboards, etc., will be permitted.
8. Radio/stereo noise is to be kept at a level not to annoy other persons using the recreation facilities or living in the surrounding Units.
9. The tennis court is to be kept clean at all times.
10. Hours - 6:30 a.m. to 11:00 p.m.
11. No glass containers at the tennis court.
12. No alcoholic beverages of any kind are allowed at the tennis court.

COMMON AREA RULES

WHEREAS, it has been determined that stricter control and enforcement of the use of landscaped and or Common Areas and Common Facilities is necessary for the benefit of the Association and Unit appearance;

RESOLVED, that the following rules be adopted regarding landscaping and street areas:

1. Owners are prohibited from destroying, removing or altering the landscaping in the Common Area, regardless of the condition of the planting. Owners may submit suggestions in writing to the Board, via the Management Company for approval. (Also see Architectural Standards)
2. Littering of the Common Areas and Common Facilities is not permitted.
3. Skateboards, bicycles, tricycles, rollerblades, Segways, scooters and any other form of wheeled toy or motorized vehicles are prohibited on any landscaped areas or curbs and/or walkways, and/or driveways. Although the paved streets are for vehicular traffic and are, therefore, dangerous, skateboards, bicycles, tricycles, and rollerblades, etc., are permitted provided these do not create a disturbance and/or a nuisance and are operated in a safe manner. No games, such as street hockey or barricades, with or without nets or goals, are permitted at any time. All skaters, skateboarders and cyclists must yield to traffic at all times. No acrobatic or hazardous skating or skateboarding (as defined by the Municipal Code of Laguna Niguel) or other such sporting or activity is allowed in any Common Area.

No group riding of bicycles, or skating or skateboarding; and no racing of such are allowed so that such activity would impede or obstruct the right-of-way of any pedestrian or vehicle.
4. Garbage cans are to be placed out at the curb not more than 24 hours prior to trash pick-up and are to be brought into the garage within 24 hours of trash pick-up.
5. The climbing of fences, walls, trees or other landscaping is strictly prohibited; and violations for such shall result in a fine and/or the cost of replacement for any damaged property.
6. Any violation of Common Area Rules shall result in a fine and shall be assessed the Owner. Subsequent violations shall result in a doubling of the previous fine and shall be assessed against the Owner.

**POLICY RESOLUTION FOR ARCHITECTURAL GUIDELINES RELATED TO THE
INSTALLATION OF SATELLITE DISHES**

Effective: August 22, 2012

WHEREAS, the governing documents of Niguel Pointe Homeowners Association ("Association") specifically preclude the installation of satellite dishes; and

WHEREAS, effective January 1, 1996, Civil Code 1376 permits the installation of a video or television antenna, including a satellite dish (hereinafter referred to as "satellite dish") which has a diameter or diagonal measurement of 36 inches or less, and upon installation is not visible from any street or Common Area; and

WHEREAS, Civil Code 1376 specifically permits the Association to impose reasonable restrictions on the installation of such satellite dishes; and

WHEREAS, effective October 1996, the Federal Communications Commission adopted the Over-the-Air Reception Devices ("OTARD") rule or 47 C.F.R. Section 1.4000, which permits the Association to impose restrictions that do not unreasonably delay, prevent the use of, unreasonably increase the cost of, or preclude a person from receiving or transmitting an acceptable quality signal.

IT IS HEREBY RESOLVED by this Board of Directors to adopt the following Architectural Guidelines related to the installation of satellite dishes:

1. Pursuant to the Association's governing documents and state and federal laws, no video television antenna, including satellite dishes, will be permitted within the subdivision which have a diameter or diagonal measurement of more than one meter (39.37 inches); and
2. All installation of satellite dishes, or similar devices, and related Improvements must receive written authorization by the Architectural Committee.
3. All satellite dish submittals are reviewed on a case-by-case basis. Please note that the following Guidelines do not guarantee that all units will be able to meet the criteria listed below. Neither the Association nor the Architectural Control Committee can guarantee that any particular unit will be approved for the installation of a satellite dish. The Architectural Control Committee prefers the location of satellite dishes to be on portions of the building facing the rear of the property.
4. The Association makes no representation, warranty or guarantee that there will be a location, which will provide an acceptable quality signal available to each Owner or occupant. The Association makes no representation, warranty or guarantee that there will be no interruption in the broadcast signal, broadcast service, installation or use of the satellite dish or other equipment.

Niguel Pointe Homeowners Association
Rules and Regulations
Architectural Guidelines

5. The applicant is responsible for the clean-up of all waste, trash, debris and/or left over material(s) remaining after installation of the satellite dish. The applicant may periodically be required to provide proof to the Association of a current subscription to a satellite broadcast system.
6. When an occupant of a home terminates the subscription to a satellite broadcast system, vacates or sells the home, any antenna (and/or any accessories thereto) on the exterior of the home, or in the patio, yard or other outside area of the home shall be removed immediately.
7. Owners of satellite dishes which have a diameter or diagonal measurement of one meter (39.37 inches) or less must comply with the following Architectural Guidelines:
 - a) Satellite dishes will only be permitted on property over which the applicant has exclusive use or control and a direct or indirect Ownership interest;
 - b) All satellite devices, or similar devices and related Improvements may not be attached to any stucco, roof, awning, or other area or material which cause, or may cause, damage to the Property, Common Areas or Association Property
 - c) The installation of the satellite dish should be done in a manner to minimize visibility from the street or Common Area;
 - d) The satellite dish may need to be screened from view on all sides with use of shrubs, trees or vines, where applicable, as approved by the Board and/or Architectural Committee;
 - e) The satellite dish wire must enter the house through the wall, the flashing of the chimney, or under a tile or composition roof using the shortest practical distance from the dish. The dish wire shall not be permitted to hang over the outside of the eave of the Unit;
 - e) The satellite dish mounting and related exterior equipment must be a color that is painted to match the existing color of adjacent surface;
 - f) These Architectural Guidelines are not intended to unreasonably increase the cost of installation or prevent the Owner from receiving an acceptable quality signal. If Owners are unable to meet these Architectural Guidelines without significantly increasing their cost of installation or receiving a poor quality signal, they should inform the Association's community manager immediately .

**REQUIRED FOR ARCHITECTURAL APPROVAL
NIGUEL POINTE HOMEOWNERS ASSOCIATION**

Owner: _____ Date: _____

Address: _____ Unit No. _____

Phone No.: (W) _____ (H) _____ Tract No. _____

Description of Improvement: _____

Start Date: _____

Neighbor Advisement (Adjacent Neighbor)

Neighbor	Address	Signature
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Neighbor	Address	Signature
----------	---------	-----------

Neighbor	Address	Signature
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*Neighbor objections do not in themselves cause denial. However, the Architectural Committee will contact neighbors to determine their objections and their appropriateness.

PLEASE SUBMIT PLANS IN TRIPLICATE

ARCHITECTURAL CONTROL COMMITTEE

Date: _____

Approved: _____ Disapproved: _____

Conditions of Approval/or Reason for Disapproval: _____

Niguel Pointe Homeowners Association
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THIS APPROVAL DOES NOT RELIEVE APPLICANT FROM OBTAINING THE NECESSARY BUILDING PERMITS FROM THE GOVERNMENTAL AGENCIES INVOLVED. THIS REQUEST SHOULD BE SUBMITTED IN TRIPPLICATE. APPROVED COPY WILL BE RETURNED TO THE APPLICANT, ONE COPY WILL BE RETAINED BY THE ARCHITECTURAL COMMITTEE, AND ONE COPY WITH THE BOARD OF DIRECTORS.

NIGUEL POINTE HOMEOWNERS ASSOCIATION
Assessment and Billing Collection Policy

Prompt payment of Assessments by all owners is critical to the financial health of the Association, and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation under the Declaration of Covenants, Conditions and Restrictions (CC&R's) and the California Civil Code to enforce the members' obligation to pay assessments. The policies and practices outlined shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the Board of Directors. Therefore, pursuant to the CC&R's and Civil Code Section 1365 (d), the following are the Association's assessment practices and policies:

1. **Regular monthly assessments are due and payable on the first day of each month.** A courtesy billing statement is sent each month to the billing address on record with the Association. **However, it is the owner of record's responsibility to pay each assessment in full each month regardless of the receipt of a statement.** All other assessments, including special assessments, are due and payable on the date specified by the Board on the Notice of Assessment which date will not be less than thirty (30) days after the date of notice of the special assessment.
2. Assessments, late charges, interest and collection costs, including any attorney fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied (Civil Code Section 1367(a); Civil Code Section 1367.1(a).
3. Assessments not received within **fifteen (15) days** of the stated due date are delinquent and shall be subject to a late charge of **fifteen dollars (\$15.00)** for each delinquent assessment per unit.
4. Any payments made shall be first applied to assessments owed, and only after the assessments owed are paid in full, shall such payments be applied to late charges, interest, and collection expenses, including attorneys' fees, unless the owner and the Association enter into an agreement providing for payments to be applied in a different manner.
5. A **first notice of past due assessment** will be prepared and mailed on assessments not received within **thirty (30) days** of the stated due date. A **twenty five-dollar (\$25.00)** charge for the late letter will be made against the delinquent member's account. Additionally, an **interest charge at the rate of 12% per annum** will be assessed against any outstanding balance including delinquent assessments, late charges, and cost of collection, which may include attorney fees. Such interest charges shall continue to be assessed each month until the account is brought current.
6. If an assessment is not received within **forty-five (45) days** of the stated due date, the Association will send a **pre-lien letter** to the owner as required by Civil Code Section 1367.1(a), by certified and first class mail, to the owner's mailing address of record advising of the delinquent status of the account and impending collection action. The owner will be charged a **one-hundred dollar (\$100.00) fee for the pre-lien letter. In addition, the owner will also be charged a forty dollar (\$40.00) fee for each title check requested and a fifty-dollar (\$50.00) fee for the resolution.**
7. If an owner fails to pay the amounts set forth in the pre-lien letter within **thirty (30) days** of the date of that letter, a **lien** for the amount of any delinquent assessments, late charges, interest and/or costs of collection including attorneys' fees may be assessed against the owner's property. The owner will be charged a **two-hundred dollars (\$200.00) fee for the preparation and recordation of the lien.** After the expiration of thirty (30) days following recordation of the lien, the lien may be enforced in any manner permitted by law, including, without limitation, judicial or non-judicial foreclosure (Civil Code Section 1367 (e); Civil Code Section 1367.1(g)), subject to the limitations set forth below under "Additional Provisions to Conform to Law" and as otherwise provided by law.
8. If the balance due is not paid within **thirty (30) days of recordation of the lien, the matter may be turned over to an attorney for legal action, including an action to foreclose the assessment lien**

and/or for a money judgment. The owner will be charged three-hundred dollars (\$300.00) for preparing the matter to be sent to counsel.

9. An owner is entitled to inspect the Association's accounting books and records to verify the amounts owed pursuant to Corporations Code Section 8333.
10. In the event it is determined that the owner has paid the assessments on time, the owner will not be liable to pay the charges, interest, and costs of collection associated with the collection of those assessments.
11. Any owner who is unable to pay assessments will be entitled to make a written request for a payment plan to be considered by the Board of Directors. An owner may also request to meet with the Board in executive session to discuss a payment plan. The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests.
12. Nothing herein limits or otherwise affects the Association's rights to proceed in any lawful manner to collect any delinquent sums owed to the Association.
13. Prior to the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and legal fees must be paid in full to the Association.
14. The delinquent owner will be responsible for all costs of collection, including attorneys' fees, incurred by the Association to collect any delinquent sums (Civil Code Section 1366 (e)).
15. All charges listed herein are subject to change without notice.

Additional Provisions to Conform to Law

Prior to the recording of a lien, homeowners that are delinquent will be sent a "pre-lien" letter. The pre-lien letter will include an offer by the association to engage in informal dispute resolution upon receipt of a written request within thirty (30) days of the pre-lien letter, pursuant to the association's meet and confer program required by Civil Code Section 1363.810, et seq.

Prior to recording of a lien, the Board of Directors will approve the recording of the lien in open session at a regular or special board meeting.

The association may not foreclose unless delinquent assessments are greater than \$1,800 or greater than one year in arrears.

Prior to commencing foreclosure, the association will offer to engage in informal dispute resolution upon receipt of a written request within thirty (30) days of the offer of such informal dispute resolution, pursuant to the association's meet and confer program required by Civil Code Section 1363.810, et seq. and will also offer to engage in formal alternative dispute resolution with a neutral third party pursuant to Civil code section 1369.510, et seq.

Prior to commencement of foreclosure, the Board of Directors will approve the foreclosure in executive session and note the approval in the regular minutes of the association without identification of the name of the individual.

All foreclosures shall be subject to a ninety (90) day right of redemption.

Fee and Penalty Procedures

The following charges may be assessed in accordance with the Association's Assessment and Billing Collection Policy:

Late Charge	\$15.00
Late Letter Fee	\$25.00
Pre-Lien Letter	\$100.00
Additional Pre-Lien Letters	\$50.00 each
Title Check Fee	\$40.00 each
Resolution to Record Lien	\$50.00
Lien Fee	\$200.00
Additional Lien mailings	\$50.00 each
Lien Release	\$100.00
Monthly Payment Plan Admin. Fee	\$25.00
Attorney Package Preparation & Monthly Monitoring	\$300.00
Returned Check Fee	\$25.00

In addition to the above, if a matter is sent to counsel for legal action, or to a collection service for foreclosure or other action, the owner will be responsible for any attorneys' fees and costs incurred by such action.

**The mailing address for overnight payment of assessments is:
C/O PCM
23726 Birtcher Dr.
Lake Forest, Ca 92630**

Niguel Pointe Homeowners Association
 Rules and Regulations
 Architectural Guidelines

**Niguel Pointe Homeowners Association
 ARCHITECTURAL APPLICATION**

Please complete this request form and attach three (3) copies of your proposed improvement plans and site photos showing the existing conditions. The forty-five (45) day review period does not commence until a complete application has been received by the Architectural Control Committee. To assure prompt consideration, review all submittal materials for completeness before sending them to the Architectural Control Committee.

Mail or deliver the application and three (3) sets of plans and photos to the Association's Property Management Company:

Attention: Niguel Pointe Architectural Committee
 c/o Professional Community Management, Inc.
 23726 Birtcher Drive
 Lake Forest, California 92630

Please Complete the Following:	
OWNER:	DATE:
MAILING ADDRESS:	
HOME PHONE #:	WORK PHONE #:
PROPERTY ADDRESS:	

Architect or Contractor: (if applicable)	
NAME:	PHONE #:
MAILING ADDRESS:	
CONTRACTOR'S LICENSE #:	INSURANCE CARRIER:

Description of Improvements – please provide a brief description of proposed improvements:

Anticipated Work Schedule:

Start Date::	Completion Date:
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Neighborhood Awareness

All Improvements require notification of all neighbors visually affected or impacted by the requested Improvement. Such notification shall be by sign-off on the applications provided by the Architectural Committee. The neighbor's agreement is not a condition for the approval of plans by the Architectural Committee. Further, the Committee is not required to deny a set of plans based on the disapproval of affected neighbors. Neighbors who disagree with the proposed Improvement are invited to submit their concerns in writing to the Architectural Committee in care of the Association's property management company.

NEIGHBOR ADDRESS	NAME:	DATE	OBJECT	DO NOT OBJECT	SIGNATURE

I UNDERSTAND AND AGREE THAT:

1. No work shall commence until the written approval of the Niguel Pointe Architectural Control Committee has been received.
2. Building permits for the proposed work may be required and the cost of any permits and the responsibility of obtaining permits and subsequent County Inspection will be the responsibility of the undersigned. Architectural Control Committee approval is not intended to be, nor shall be considered a substitute for approval by the necessary and appropriate governmental agencies. The Board has been informed that the County will not issue building permits for any Improvement until the proposed Improvement has been approved by the Architectural Committee.
3. The Architectural Control Committee's approval or disapproval shall be based on the considerations set for in the CC&R's, and the Architectural Control Committee shall not be responsible for reviewing nor shall its approval of any plan or design be deemed approval of any plans or design from the standpoint of structural safety, engineering or conformance with building or other codes.
4. I have read this application, the Association's CC&R's and the Architectural Standards and Procedures and I understand and agree to the terms and conditions of the Architectural Control Committee's review of my application, plans and specifications, as stated therein.

SIGNATURE OF ALL OWNERS:

OWNER:	DATE:
OWNER:	DATE:

(Please do not write below line. The following to be completed by the Architectural Control Committee only, however, your review of the following may assist you in preparing your application, plans and specifications.)

Receipt of Application

Date of Receipt: _____

Received by: _____

- (1) If the application and the plans and specifications re complete, the application is deemed complete and submitted on _____ (date); proceed to Review of Plans.
- (2) If the plans and specifications are not complete, return application and plans for failure to submit all information. Letter stating information needed sent on _____.

Review of Plans

APPROVAL CRITERIA

YES NO

NEED MORE
INFORMATION

- (a) Will the installation, construction or alterations proposed in the locations indicated be detrimental to the appearance of the surrounding area of the Property?
- (b) Will the appearance of the Improvement be in harmony with surrounding structures?
- (c) Will construction of the Improvement detract from the beauty, wholesomeness and attractiveness of the Common Areas & Association maintenance areas or the enjoyment thereof by Members?
- (d) Will the upkeep and maintenance of the Improvement be a burden on the Association?

APPROVED:

DENIED:

Contingent Upon _____

Date: _____ Signed: _____

If additional information was requested:

Date of 2nd Review: _____ Signed: _____

Date Application Approved: _____

NIGUEL POINTE HOMEOWNERS ASSOCIATION

ENFORCEMENT PROCEDURES AND FINE SCHEDULE

In the event of an alleged violation of the Association's CC&Rs, Bylaws or Rules and Regulations ("Governing Documents") by an owner or an owner's family member, guest, invitee, agent, or tenant, the Board of Directors will generally follow the enforcement procedures outlined below. Provided, however, that, when the circumstances warrant, the Board may take more immediate action, such as initiating an action in the Superior Court, to secure an owner's compliance with the Governing Documents.

1. Violation Letters. The Association may first send a courtesy violation letter to the owner. This letter shall advise the owner of the nature of the violation and the specific section(s) of the Governing Documents violated. The letter shall provide a deadline by which the owner must cure the alleged violation, and shall inform such owner that a failure to comply by the deadline may result in fines, other penalties, or other legal action as necessitated by the circumstances and nature of the violation. The Association may send a second, or third violation letter to the owner, before proceeding with a Notice of Hearing.
2. Notice of Hearing. If the Violation Letter does not result in compliance by the stated deadline, a Notice of Hearing may be sent to the owner advising the owner that a hearing before the Board will be held in connection with the violation. In its discretion, the Board may immediately send the Notice of Hearing to an owner, without first sending an initial violation letter.
3. Hearings. Hearings will be conducted in executive, or closed session. The owner shall have an opportunity to present his or her case for a maximum of 15 minutes. The Board shall then take the matter under submission and notify the owner in writing of the Board's determination, and the reasons for any disciplinary measures imposed, within fifteen (15) days. Any disciplinary action may take effect no sooner than five (5) days after the hearing.
4. Disciplinary Actions. In addition to any disciplinary actions provided for by the Governing Documents, California law and/or as necessitated by the facts and circumstances of the particular matter, the Board may levy a fine or fines, in accordance with the Fine Schedule, suspend the owner's voting rights and rights to use the recreational facilities, or levy a Special Assessment to reimburse the Association for any expenses incurred with bringing an Owner or the Owner's Unit into compliance with the Governing Documents.

FINE SCHEDULE

Reasonable fines for first-time violations shall be levied in accordance with the following schedule:

Hazardous Activities in Violation of any Governing Documents (Risk or Harm to Person or Property)	\$250.00
Nonhazardous Violations of Other Use Restrictions	100.00
Unauthorized Improvements to Property	250.00
Any Violation of the Bylaws, CC&Rs or Rules & Regulations not Specifically Mentioned	100.00

Continuing Fines for Continuing Violations: The Association's notice of hearing may provide that the Board will consider imposition of the fine on a continuing daily, weekly or monthly basis. If such a continuing fine is imposed by the Board after notice and hearing, the responsible owner will be liable for the amount of the fine imposed for each day, week or month, as appropriate, that the violation continues unabated. Owners subject to a continuing fine are responsible for notifying the Association promptly upon bringing their property into compliance so that the Association can confirm that the owner has cured the violation and otherwise come into compliance and halt future recurring fines.

Increased Fines for Repeated or Continuing Violations: Fines shall be in addition to any Reimbursement Assessment that may be levied to reimburse the Association for its expenses and costs. Fines for continuing or repeated violations may be increased at the discretion of the Board, following notice and a hearing, up to \$500.00 each. Four or more related or unrelated violations assessed to a single unit in any 12-month period may result in an additional fine of up to \$100.00 at the discretion of the Board of Directors, following notice and a hearing.