

**NORTHRIDGE COUNTRY COMMUNITY ASSOCIATION
dba PORTER RANCH ESTATES**

RULES AND REGULATIONS

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RULES AND REGULATIONS

SECTION 1. INTRODUCTION

- 1.1 As a homeowner of a residence in the Northridge Country Community Association (the "Association") or a homeowner of a residence in the Northridge Garden Community Association (the "NGCA") who is also a member of the Association, you are governed by several sets of regulations (Governing Regulations"):
 - (1) the California State Corporate Code of Laws;
 - (2) the Articles of Incorporation of the Association;
 - (3) the Covenants, Conditions, and Restrictions ("CC&Rs") for the Association;
 - (4) the By-laws for the Association,
 - (5) the Architectural Standards and Guidelines, and
 - (6) these Rules and Regulations as established by the Board of Directors ("Board") of the Association.

- 1.2 It is essential that you read, understand, and abide by all the Governing Regulations. All homeowners are responsible for advising tenants and guests of these Rules and Regulations, as well as their tenants' and guests' compliance with these Rules and Regulations.
 - 1.2.1 Tenants are defined as persons who have entered into a landlord-tenant relationship for the occupancy of a residence in the community with the homeowner of the residence, and any other persons residing at the residence that is the subject of the tenancy.
 - 1.2.2 Guests are defined as visitors, contractors, vendors, domestic workers, delivery companies, any individual admitted to the community at the direction of or with the knowledge of the homeowner or tenant, or other nonresidents of the community.

- 1.3 The intent of these Rules and Regulations is to provide the maximum use of the facilities for the mutual benefit of the residents and guests. These Rules and Regulations are made for the benefit of the community as a whole and violations may result in a loss of privileges or other penalties as the Board of Directors ("Board") shall determine, pursuant to the Governing Regulations.

- 1.4 The maintenance requirements by the Association on common property will depend on the care and consideration exercised by each and every homeowner, tenant, and their guests. Additional maintenance and repair costs must be paid for by increased homeowner assessments.

- 1.5 **YOUR COOPERATION IN ABIDING BY THESE RULES AND REGULATIONS WILL MAKE THE NORTHRIDGE COUNTRY COMMUNITY ASSOCIATION AN ENJOYABLE PLACE TO LIVE.**

- 1.6 If you have any questions regarding the Rules & Regulations, please address them in writing to the Board of Directors in care of the management company that is engaged by the Association (the "Management Company"). The governing Board has instituted a hearing panel ("Hearing Panel") and will appoint a rules committee ("Rules Committee") to perform the following:
 - 1.6.1 **Hearing Panel:** Serve as a hearing body for persons receiving citations for infractions of the Rules and Regulations, recommend disposition of those citations, and forward its decisions to the Management Company for further action.
 - 1.6.2 **Rules Committee:** Periodically review the Rules and Regulations and make recommendations to the Board in regard to deletions, modifications, additions or

institution of new rules and/or regulations.

SECTION 2. GENERAL RULES

- 2.1 The homeowner is responsible for any damage to buildings, recreational facilities or equipment, or other common area property caused by the homeowner, his or her family, tenants or guests.
- 2.2 No homeowner shall make or allow any nuisance to be made in or around his or her residence or in the common areas by homeowners, their tenants, or guests. A nuisance may include, without limitation, an obstruction to the free use of the property, and/or interference with the private and comfortable enjoyment of life of the property.
- 2.3 No conduct is permitted anywhere which will increase the rate of insurance, cause an Association policy to be canceled, or result in reduced insurability or un-insurability of the entire community.
- 2.4 All homeowners, their tenants and guests must comply with all laws of the United States of America, State of California, County of Los Angeles, City of Los Angeles, and local codes, and the California Department of Motor Vehicles.
- 2.5 All guests must abide by all Rules and Regulations while in the community. Failure to comply may subject violator(s) to ejection and future refusal of entry. Homeowners are responsible for the conduct of their tenant's guests, and invitees. Violations committed by homeowners, tenants or guests will be assessed against the respective homeowner.
- 2.6 Any guest who is cited and fined may not be allowed back into the community until the fine is paid by the homeowner. The Management Company will give the Security Company a list of those persons denied access.
- 2.7 All garbage and trash must be placed or secured in such a way that it will not be scattered by the wind.
- 2.8 Garbage and trash container may not be placed at curb-side sooner than 6:00 p.m. the day before trash pick-up.
- 2.9 All garbage and trash containers must be taken in by 12:00 p.m. (noon) the day following pick-up and stored behind gates, fences or inside the garage.
- 2.10 All homeowners, their tenants and guests must comply with all laws of the United States of America, State of California, County of Los Angeles, City of Los Angeles, and local ordinances if explosives, flammable fluids, or any hazardous substances are brought into the community and/or brought onto or stored in or around a residence.
- 2.11 Construction hours are as follows:
 - 2.11.1 Monday thru Friday: 7:00 a.m. to 7:00 p.m.
 - 2.11.2 Saturday and Sunday: 8:00 a.m. to 6:00 p.m.
- 2.12 The only soliciting allowed is by homeowners or tenants soliciting for nonprofit organizations, such as school fund-raisers.
- 2.13 The distribution of flyers, bulletins, announcements, advertisements, or soliciting other than as permitted in section 2.12 above, is prohibited unless approved by the Board. Vendors that solicit

or leave brochures, cards, or other advertisements in mail boxes or on doors may be denied access to the community.

- 2.14 Candidates that are running for elective office in the Association or in the NGCA may distribute flyers soliciting votes from homeowners.
- 2.15 Homeowners or tenants may display holiday lighting and/or decorations 45 days prior to the holiday and must remove holiday lighting and/or decorations within 30 days following the holiday.
- 2.16 Basketball standards and other sports equipment must be stored out of view from common areas when not in use.
- 2.17 Hockey playing and other sports activities that may interfere with auto and foot traffic are prohibited on the streets within the community.
- 2.18 Any harassment, abuse, threatening or inappropriate conduct toward any vendor or management personnel under contract with the Association is prohibited, and subject to a fine of \$100 for the first occurrence, and each subsequent occurrence will result in an increase of increments of \$100 for each subsequent occurrence.
- 2.19 Homeowners or tenants may not allow vegetation to grow on, through or become entangled or intertwined with any perimeter fences that are maintained by the Association. Any violation will be subject to a warning, and then a fine of \$100 for the first occurrence, plus the cost of removing the vegetation by the Association if it is not removed by the homeowner or tenant.

SECTION 3. SIGNS

- 3.1 The only signs permitted are those described in the Architectural Standards and Guidelines for the Association, unless approved by the Board.
- 3.2 No signs will be allowed in the Association's Master Common Area or Maintenance Area, and signs placed in these areas will be removed by the Security Company, unless approved by the Board.
- 3.3 Only the following signs are allowed, unless otherwise approved by the Board of Directors:
 - 3.3.1 A "For Sale" or "For Lease" sign displayed in only the front yard of property being sold or leased.
 - 3.3.2 An "Open House" sign displayed only in the front yard of the property hosting the open house on the day of the open house and must be removed within one hour of the closing of the open house.
 - 3.3.3 During an election for directors, each candidate may erect a maximum of 2 signs, no larger than 3' by 3', in the common areas between the entrance gates and Tampa Boulevard and Sesnon Boulevard. If candidates share signs, they are limited to a maximum of 2 shared signs in the approved locations.

SECTION 4. PETS

- 4.1 The ordinances of the County of Los Angeles and City of Los Angeles pertaining to pets apply to this community. They provide, in part, that pets (i.e., dogs and cats) must be confined to the homeowner's or tenant's residence and kept on a leash while anywhere else in the community. Dogs are only allowed off leash in the designated area known as the "dog run" which is located beyond the Sesnon tennis courts (east end).
- 4.2 All pets must be controlled so that they will not interfere with another person's use and enjoyment of the common areas or another person's private property.
- 4.3 Pets are not permitted in the swimming pools, the swimming pool area, the Jacuzzi, the playground area, the basketball court, the volleyball court or the tennis courts. Dogs on a leash are allowed to use the walk path to and from the "dog run" area which is located beyond the Sesnon tennis courts (east end).
- 4.4 Pets are the responsibility of the homeowner or tenant. Persons walking pets are required to carry adequate provisions to clean up after pets and are responsible for cleaning up the pet's waste products immediately! Pet waste may not be disposed of in any common area (except receptacles within the dog run area), in storm drains or in another homeowner's property.
- 4.5 Homeowners are responsible for any costs or damages to the common areas grounds or shrubbery, etc., caused by their pets or other pets of tenants or guests.
- 4.6 Pet noise which disturbs others will not be permitted. For example, excessive or continuous dog barking is not permitted. Excessive barking is defined as ongoing barking from the time the complaint is made until the time a citation is issued, thus allowing a guard to witness the violation personally.

SECTION 5. COMMON AREAS

- 5.1 Common areas refer to the master common areas and maintenance areas as defined in the governing documents of the Association.
- 5.2 Riding of bicycles, tricycles, roller skates, roller blades, skateboards, or other wheeled mechanical devices on common area sidewalks, walkways, or driveways is done at your own risk. Under no circumstances is it permitted to interfere with someone else's use of any community property while engaging in these types of activities.
- 5.3 Motorized vehicles are not allowed on the sidewalks.
- 5.4 Motorized vehicles, bicycles, tricycles, skateboards, roller skates, roller blades, or other wheeled mechanical devices are not permitted in or on the tennis courts, basketball court or the swimming pool area.
- 5.5 Homeowners, tenants, and/or guests must not tamper with or change the common area facilities (i.e., sprinkler system, hot water temperature gauge, lights, locks, etc.)
- 5.6 Homeowners, tenants and/or guests are not permitted to remove or borrow any equipment or property (furniture and/or plant material) from the common areas.
- 5.7 Homeowners, tenants and/or guests must not throw trash into the common areas, street drains or cause an obstruction therein.

- 5.8 Absolutely no lethal weapons are permitted in the common areas at any time unless carried by authorized personnel (i.e., security or police).
- 5.9 Each homeowner is entitled to receive two Resident Identification cards and two keys (“Resident I.D.”). Homeowners and/or tenants are required to have the Resident I.D. in their possession when using the common area facilities. Homeowners and/or tenants will not be allowed in the common area facilities without their Resident I.D. Homeowners and/or tenants may be asked for another form of identification to prove residency in the community. There will be a charge for Replacement Resident I.D. (Contact Management Company for Replacement Resident I.D.).
- 5.10 Except for landscaping or animal control fences, it is prohibited to attach or protrude any object on, over, or through the wrought iron fences.
- 5.11 Vandalism and graffiti is strictly prohibited.
- 5.12 Dumpsters, portable toilets or portable storage units are prohibited for periods longer than one week (7 days) unless written permission is received from the Management Company.
- 5.13 Homeowners, their tenants or guests are responsible for fines or penalties issued against the Association by other agencies as a result of actions taken by the homeowner, tenant or guest.
- 5.14 No homeowners, their tenants and/or their invitees are permitted to conduct business ventures of any kind in the common areas, including, without limitation, group tennis lessons, group swimming lessons, etc. For the purpose of this section "group" shall mean lessons for two or more persons, other than family members or persons living in the same household. Individual private lessons are allowed.
- 5.15 Homeowners, tenants or guests must lock pedestrian access gates after passing through. It is not permitted to open gates for other persons. Each person must have their own gate key.

SECTION 6. RECREATIONAL AREAS

- 6.1 The Association provides no supervision of homeowners, tenants and/or guests in any of the recreational areas. Recreational areas include the swimming pools, Jacuzzi, tennis courts, basketball court, volleyball court, dog run area and kids’ play area between the swimming pools and the tennis courts. Homeowners and tenants are required to be considerate of their neighbors and their use of the recreational areas.
 - 6.1.1 All homeowners, tenants and/or guests use the recreational areas **at their own risk**.
 - 6.1.2 There is **no lifeguard on duty at the swimming pools or Jacuzzi area**.
- 6.2 Homeowners, tenants, and/or guests shall assume all risk of personal injury or property damage that may result from their use of the recreational areas.
- 6.3 Pool hours, unless otherwise determined by the Board, are as follows:
 - 6.3.1 Sunday through Thursday: 6:00 a.m. to 10:00 p.m.
 - 6.3.2 Friday, Saturday, and Holidays: 6:00 a.m. to 12:00 a.m.

- 6.3 The Board may extend hours of the swimming pools and Jacuzzi during summer months and holiday periods.
- 6.4 The Board may authorize closure of the Association's recreational areas. Reasons for closure may include, but is not limited to, the repair of the recreation areas, to respond to an emergency, or to host special event for the benefit of the Association. Notice of closure may be posted as time and/or ability allow. The Board and the Association are not responsible for any inconvenience caused to individual members as a result of such closures.
- 6.5 Homeowners and their tenants must possess a Resident I.D. at all times when using the recreational areas. Homeowners and their tenants may be asked for another form of identification to prove residency in the community. Guests must be accompanied by a homeowner or tenant when in the recreational areas. Guards may check Resident I.D. and those without proper Resident I.D. may be escorted off the property.
- 6.6 The recreational areas are for the use of all homeowners and tenants (who reside in the community) and their guests. However, no one group or individual will be allowed to monopolize any recreational area in any manner that does not respect the rights of other homeowners or tenants.
- 6.7 No person may use the swimming pools or Jacuzzi if he or she is incontinent.
- 6.8 The swimming pools and Jacuzzi are not to be used for bathing purposes. No soaps, shampoo, etc. are permitted.
- 6.9 No nudity is permitted regardless of age. Bathing suits must be worn in the swimming pools and Jacuzzi area at all times.
- 6.10 Smoking is not permitted in any of the recreational areas.
- 6.11 All individuals must maintain cleanliness in all recreational areas. All trash must be placed in the trash containers.
- 6.12 Only battery powered electronic equipment is permitted in the swimming pool or Jacuzzi area. AC powered equipment is not allowed in the swimming pool or Jacuzzi area. Radios, stereos, etc. are permitted in the swimming pool and Jacuzzi area provided other occupants are not disturbed by the noise.
- 6.13 All glass and other breakable containers are prohibited in the recreational areas. This includes, but is not limited to, bottles, cups, and dishes.
- 6.14 Rafts, tubes, or pool toys are only permitted in the North swimming pool and only as long as they do not disturb others. If the pool is crowded, these items must be removed from the swimming pool.
- 6.15 The furniture in the swimming pool and Jacuzzi areas must not be abused or damaged. Homeowners or tenants must put the chairs and/or lounges back in order when you are no longer using them.
- 6.16 Alcoholic beverages or drugs are not permitted in the recreational areas at any time.
- 6.17 Persons intoxicated from alcoholic beverages or drugs are not permitted in the recreational areas at any time.

- 6.18 No running, diving, rough play, or acrobatics are permitted in the swimming pools, Jacuzzi, or surrounding areas at any time.
- 6.19 The Jacuzzi is to be turned off if you are the last one to use it.
- 6.20 Fires and all types of heating elements are prohibited.
- 6.21 Only four (4) guests per residence will be allowed to use the recreational areas except as permitted in Section 6.25 below.
- 6.22 All users of the recreational areas must have appropriate identification. Guards will escort those without proper identification off the premises.
- 6.23 Parties of 10 or more in the recreational areas must request approval in writing from the Management Company. Requests must be made to the Management Company at least 30 days in advance. The request must include details of the party as well as the name, address, and telephone number of the responsible homeowner or tenant. If approved, the responsible homeowner or tenant will receive a party approval letter ("Approval Letter") from the Management Company which must be attached to the party request form and must be in his or her possession throughout the party. If the Approval Letter is not in his or her possession, the party will be dispersed by the Security Company. Homeowners and Tenants must check in with the Security Company prior to the commencement of the party.
 - 6.23.1 Only one party will be allowed per day.
 - 6.23.2 Parties are only permitted in the grass area between the swimming pool area and the tennis courts.
 - 6.23.3 Parties are not permitted in the swimming pool area, tennis courts, basketball court, volleyball court or parking lots within the Association property.
 - 6.23.4 The homeowner or tenant requesting the party is required to clean up immediately following the party's conclusion. If additional clean-up is necessary or if damage occurs to the common area, all charges or costs caused thereby will be assessed against the responsible homeowner.
 - 6.23.5 No "Bouncy" rooms are permitted under any circumstances.
 - 6.23.6 Parties may start no earlier than 9:00 a.m. and must end no later than dusk of the same day.
 - 6.23.7 Homeowners and tenants must follow the conditions in the party approval letter.
 - 6.23.8 Association electrical facilities (outlet/power) shall not be used.
 - 6.23.9 Violation of these rules will result in immediate termination of the party and possible fines.

SECTION 7. PARKING, TRAFFIC, AND GARAGES

- 7.1 Illegally parked vehicles are subject to citation and may be towed away at the vehicle

homeowner's expense following the procedure in Section 8 below.

- 7.2 The following are allowable, if and only if they are stored in such a manner as not to be visible from any neighboring property or street:
 - 7.2.1 Mobile Homes
 - 7.2.2 Trailers
 - 7.2.3 Boats
 - 7.2.4 Recreational Vehicles
 - 7.2.5 Commercial/business vehicles defined as those with commercial signs or lettering, or those that have equipment that is obviously used for business purposes such as: ladders, pool cleaning equipment, plumbing supplies, racks, paint, etc. This definition also applies to vehicles of guests, except when the vehicle is making a delivery or providing a service to the homeowner or tenant.
 - 7.2.6 Vehicles that detract from the aesthetic value of the community.
 - 7.2.7 All similar vehicles to those listed above as determined by the Board.
- 7.3 Trailers, boats or recreational vehicles may be parked in the community for up to 24 hours for the purpose of loading or unloading.
- 7.4 Moped operators must have a valid driver license in their possession. Excessive noise from mopeds and motorized scooters (i.e., from driving back and forth on the community streets) is prohibited.
- 7.5 Vehicles on any common area which have not been moved for more than 72 hours are considered "abandoned" and are subject to being cited every 24 hours thereafter. Vehicles that are not moved for 96 hours after the date of citation will be towed. The Security Company will be sent written notification from the Management Company, to proceed with towing procedures after the violator has been cited. If a homeowner or tenant is to leave a vehicle on the street for any reason longer than 72 hours without being moved, the homeowner or tenant is solely responsible for receiving permission from Management Company prior to executing this possible violation. Please see Section 8 below.
- 7.6 All vehicles parked on the street must be parked in the same direction as the flow of traffic.
- 7.7 Vehicles may not be parked on the street on days designated for street sweeping.
- 7.8 Homeowners, tenants and their guests will be allowed to park on the street in front of their own driveways.
- 7.9 Homeowners, tenants and their guests may not park in a manner which blocks the sidewalk.
- 7.10 No parking is permitted in designated fire lanes or red zones.
- 7.11 The maximum speed limit in the community is **25 miles per hour**.
- 7.12 Reckless driving is absolutely prohibited! Reckless driving includes without limitation, swerving

into the oncoming lane of traffic, failing to come to a complete stop at stop signs, speeding, passing improperly, tailgating, entering the community through an exit, driving without regard for other motorists and/or pedestrians or driving in a manner that endangers the residents or property of the Association. Guests that have multiple reckless driving violations may be denied access to the community.

- 7.13 All homeowners, tenants and guests shall comply with all requirements of the State of California, County of Los Angeles and City of Los Angeles motor vehicle codes and parking laws unless otherwise stated.
- 7.14 All homeowners, tenants or residents are required to display a properly installed transponder on their vehicle(s) to enter through the "Resident Gate". Homeowners, tenants or residents who do not have a valid working transponder must use the "Visitor Gate" and must provide the guard at the gate with proper identification such as, but not limited to, a current driver license and/or any other identification that the guard may request to positively identify them as having the right to be in the community. Homeowners, tenants or residents that do not have a transponder will be given thirty (30) days in which to obtain one for their vehicle(s). If after thirty days have expired from the date that they are first documented by the NCCA guard service for not having a transponder on their vehicle(s), they will still be granted access to the community but will then be subject to a citation or fine every 30 days until there is no longer a violation. Exceptions will be considered on an individual basis as provided for in the "Opposition and Appeal Procedures" section of these Rules and Regulations.
- 7.15 Any vehicle blocking the "Resident Gate" for any length of time because they do not have a valid transponder on their vehicle(s) will be subject to a citation or fine. Exceptions to this rule may include, but not be limited to, a malfunctioning transponder or gate reader.
- 7.16 Homeowners or tenants must not open the Resident Gate for guests, or interfere with the normal operation of the gates or their locks or handles.
- 7.17 The garage and driveway of each residence and the common areas may not be used for any commercial venture, nor may garages be converted for habitation or cooking, etc.
- 7.18 Garage doors must be closed when not in use.
- 7.19 All vehicles driving or parked anywhere within the community must display either a valid working transponder or current, unexpired visitor pass. Any homeowner, tenant or resident that has had their transponder privileges suspended must display a current visitor pass.

SECTION 8. TOWING PROCEDURES

- 8.1 Vehicles that have received citations and notice of intent to tow may be towed subject to approval of the Management Company who is responsible for making towing arrangements.
- 8.2 All towing and storage costs incurred will be at the vehicle homeowner's expense.
- 8.3 If the towing company has been called and the vehicle in violation has been moved prior to the towing, the vehicle homeowner will be charged all towing company's expenses.
- 8.4 If unable to tow a vehicle in violation, a fine plus all the towing company's expenses incurred will be assessed to the homeowner's monthly dues in lieu of the towing. Subsequent fines may be assessed every 24 hours.

- 8.5 Immediate towing will be implemented under emergency, hazardous, or other situation when deemed necessary by the Board.

SECTION 9. VIOLATIONS

- 9.1 An individual who violates the Rules and Regulations of the Association will be issued a citation by either the Security Company or the Management Company. A copy of the citation may be posted to the door of their property as part of the citation process on the day of the violation.
- 9.2 Should a citation be issued by the Security Company, the Security Company will send a copy of the citation to the Management Company.
- 9.3 The Management Company will send the appropriate Notice of Violation letter via first class mail to the homeowner with a copy of the citation. The Notice of the Violation letter will include a hearing date in the event the homeowner wishes to appear. Hearing dates shall not be set less than 30 days or more than 60 days from the date of the Notice of Violation letter. Hearings will be scheduled accordingly and the date of the homeowner's hearing will be so noted in the Notice of Violation letter.
- 9.4 The Management Company will document the citation in the homeowner's record of violations file.
- 9.5 The Management Company will send copies of all Notice of Violation letters with a copy of the citation, a copy of the homeowner's record of violations file and any opposition received from the homeowner to the Chairman of the Hearing Panel one week prior to the hearing date.
- 9.6 The Management Company will maintain a file containing all correspondence and Association documents with respect to homeowner's violation(s) for at least three (3) years, after which the file may be destroyed.
- 9.7 The Hearing Panel may admit video and audio evidence and other evidence during a hearing without the attendance or testimony of a security officer involved in determining a violation or citation, and compliance with the California Evidence Code is not mandatory during hearings.
- 9.8 The time in which to present any claim against the Association shall expire three (3) years after the claim arises, unless provided otherwise by California law.

SECTION 10. MONETARY PENALTIES AND FINE SCHEDULE

See Amendment in Annual disclosures pages 27-30

- 10.1 Violations of homeowners or tenants shall be chargeable to the homeowners, according to the following schedule.
- 10.1.1 Moving violations as defined in sections 7.11 and 7.12, above, are subject to monetary fines of \$225.00 for the first occurrence, \$325.00 for the second occurrence, and \$425.00 for the third occurrence. Fines will increase by \$100.00 for each subsequent occurrence.
- 10.1.2 Moving violations of guests, such as reckless driving as defined in sections 7.11 and

- 7.12 are subject to monetary fines of \$100.00 for each occurrence.
- 10.1.3 Parking on street during street cleaning operation and designated road maintenance area are subject to a fine of \$100.00 per occurrence.
- 10.1.4 Vandalism & Graffiti are subject to a fine of \$500 per violation, plus 110% of the cost of removal and/or repair.
- 10.1.5 Use shampoo, soap, or food in the swimming pools or Jacuzzi shall be subject to a fine of \$100 per occurrence.
- 10.1.6 Failure to clean up after pets shall be subject to a fine of \$100.00 for the first occurrence; and \$250 for the second and each subsequent occurrence.
- 10.1.7 A dog attack on a person or another dog shall be subject to a fine of \$300.00 for the first occurrence, and \$500.00 for the second occurrence and each subsequent occurrence.
- 10.1.8 A dog off leash is subject to a fine of \$25.00 for the first occurrence, \$50.00 for the second occurrence, and \$100.00 for the third occurrence and each subsequent occurrence.
- 10.1.9 Failure of homeowners or tenants to provide name and address to the Association or its designated agents when asked to provide the same is subject to a fine of \$25.00 for the first occurrence, \$50.00 for the second occurrence, and \$100.00 for the third occurrence and each subsequent occurrence, and failure of guests of homeowners or tenants is subject to a fine of \$25.00 for each occurrence.
- 10.1.10 Vehicles in violation of the Rules and Regulations that are towed and/or not able to be towed are subject to a fine of \$100.00 per occurrence, plus any towing company expenses.
- 10.1.11 Damage to buildings, recreational facilities or equipment, or other common area property are subject to a fine of \$100.00 per occurrence, plus 110% of the cost of repairing the damage.
- 10.1.12 Use of motorized vehicles, bicycles, tricycles, skateboards, roller skates, or roller blades in or on the tennis courts, basketball court or the swimming pool area are subject to a fine of \$100.00 for each occurrence, plus the cost of repair.
- 10.1.13 Removal or borrowing of any equipment or property (furniture and/or plant material) from the common areas are subject to a fine of \$100.00 for each occurrence, plus the cost of damage or cost of replacement of equipment or property.
- 10.1.14 Fines or penalties issued against the Association by other agencies as a result of actions by a homeowner, tenant or guest are subject to a fine of 110% of the amount of the fine assessed to the Association.
- 10.1.15 Homeowners or their tenants that are determined to be in violation of section 2.2 above, are subject to a fine of \$100.00 for the first occurrence, \$200.00 for the second and each subsequent occurrence.
- 10.1.16 Homeowners or their tenants that are determined to be in violation of section 2.8 above, are subject to a warning for a first offense, and a fine of \$25.00 for the occurrence thereafter.

- 10.1.17 Homeowners or their tenants that are determined to be in violation of section 7.14 above, are subject to a fine of \$25.00 for each month a resident fails to obtain the required transponder.
- 10.1.18 Violations of the Rules and Regulations for which specific fines have not been listed above are subject to a warning for the first occurrence, and \$25.00 for each subsequent occurrence.
- 10.2 All violations are counted by how many violations of each kind are issued to each residence. The counting process only starts over when there has been a period of three (3) years in which that residence has not received a violation of that particular type. For example, any residence that receives a violation for a particular rule that has not received a violation for that same rule in the last three (3) years, the violation counting process would begin over. Fines for violations by guests will not be cumulative on the residence's record of violations file.
- 10.3 Homeowners are responsible for informing their tenants and guests of the Rules and Regulations in this entire document. When a tenant or guest receives a citation, the homeowner will receive a Notice of Violation and may be fined when applicable after a hearing. Homeowners will not be responsible for citations issued to delivery persons.

SECTION 11. OPPOSITION AND APPEAL PROCEDURES

- 11.1 Homeowners electing to oppose their citations, or citations of tenants or guests, may attend the meeting before the Hearing Panel as indicated in their Notice of Violation letter.
- 11.2 Homeowners, tenants and guests shall have the right to see evidence supporting the citation and the right to present oral or written evidence on their own behalf.
- 11.3 The Hearing Panel will send to the Management Company its decision regarding the citation. The Management Company will then process and send the appropriate "Hearing Process Determination" letter and any related penalty to the homeowner no later than 7 business days after the hearing.
- 11.4 The Management Company will send and process the appropriate Failure to Appear Notice and penalty when the homeowner, tenant or guest fails to oppose the citation, whether in person or in writing. Homeowners may oppose the citation to the Hearing Panel one additional time in situations involving decisions made for "failure to appear". Such oppositions must be sent in writing and received by the Management Company within 30 days of the date of the Failure to Appear Notice. If the homeowner fails to meet the 30-day notice period or fails to appear at the second hearing, the homeowner will forfeit his or her right to further oppose the citation.
- 11.5 The Management Company will summarize all correspondence and/or actions in the homeowner's record of violations file.
- 11.6 If the homeowner is in disagreement with the decision of the Hearing Panel, they may appeal the matter to the Board. Such request for appeal must be sent in writing and received by the Management Company within 30 days of the date of the Hearing Process Determination letter. If the homeowner fails to appeal to the Board within 30 days, the homeowner will forfeit his or her right to further appeal.

- 11.7 The homeowner will receive a notice from the Management Company advising them of the date of the Board meeting to discuss their appeal. The homeowner, and the tenant or guest shall have the right to attend the meeting and review evidence supporting the citation and present oral or written evidence on their own behalf. If the homeowner fails to appear at the meeting of the Board, the homeowner will forfeit his or her right to further appeal.
- 11.8 After hearing the homeowner's appeal, the Board will notify the Management Company of their decision granting or denying the appeal. The Management Company will send the appropriate Hearing Process Determination letter to the homeowner no later than 7 days after the hearing. If the appeal is successful, the Management Company will remove the violation from the homeowner's record of violations file.

SECTION 12. COMPLAINT PROCEDURE

- 12.1 The homeowner or tenant must contact the Security Company or the Management Company to report a complaint.
- 12.2 The Security Company must verify the incident prior to issuing a citation.
- 12.3 If the homeowner or tenant does not receive satisfactory results from Section 12.1 or 12.2 above, a written complaint should be sent to the Management Company. An Action Form may be obtained from a guard station or the Association's website and used for this purpose.
- 12.4 Anonymous complaints will not be acted upon.
- 12.5 The Management Company will forward a "Complaint Acknowledgment" letter to the homeowner.
- 12.6 The Management Company will maintain a copy of all correspondence relating to an incident.
- 12.7 The Management Company will follow up on all written complaints directly through the Security Company to verify if further action should be taken.

SECTION 13. BOARD MEETINGS

- 13.1 Monthly and special meetings of the Board, other than executive meetings, are open to homeowners in the Association.
- 13.2 All persons present at the meeting must be seated by the scheduled start time of the meeting or when the meeting is called to order.
- 13.3 Persons who want to participate in the Open Forum session must complete an Open Forum presentation form, and may be limited to three minutes as a reasonable time limit, at the discretion of the Chairperson of the meeting.
- 13.4 Persons present at the meeting, other than directors, may observe the meeting, but they do not have the right to participate in the Board's deliberations or votes, or interfere with the proceedings, and may participate only in the Open Forum session.
- 13.5 Tape recorder, video camera, and other video and audio recording devices shall not be

used during the meeting by any persons, except as authorized by the Board.

- 13.6 Persons who do not want to remain until the conclusion of the meeting shall leave in a quiet and orderly manner.
- 13.7 Persons may not engage in obscene gestures, shouting, profanity or other disruptive behavior.
- 13.8 If persons violate these rules or become disruptive, they may be expelled from the meeting and/or fined at the rate of \$100 per violation.

SECTION 14. SEPARATE INTEREST/EXCLUSIVE USE COMMON AREA V-DRAINS

- 14.1 Any area drains, v-drains, gutters, downspouts, berms, swales and other drainage facilities and systems that are separate interests or exclusive use common area and are not maintained by the Association or NGCA shall be maintained by the homeowner of such items in a neat, orderly, safe and sanitary condition, in such a manner as to facilitate the orderly discharge of water by means of same and in accordance with any drainage maintenance program from time to time implemented by the Association.
 - 14.1.1 Any violation of section 14.1 above shall be subject to a 30-day notice to correct or repair the condition.
 - 14.1.2 Any failure to comply with the first 30-day notice provided in section 14.1.1 above, shall result in a fine of **\$100** for a first violation with an additional 30-day time period to correct or repair the condition.
 - 14.1.3 Any failure to comply with the second 30-day notice provided in section 14.1.1 above, shall result in a fine of **\$200** for a second violation with an additional 30-day time period to correct or repair the condition.
 - 14.1.4 Any failure to comply with the third 30-day notice provided in section 14.1.1 above, shall result for a third violation the cost to remedy the situation as a repair assessment billed to the homeowner. All above fines are cumulative.

SECTION 15. MAIL BOXES (defined as main vertical post, cross-member and mail container/s)

- 15.1 Any mail boxes that are not maintained by the NGCA shall be maintained by the homeowner of the residence(s) where the mail boxes are located. Upon request, the Association will provide the homeowner with approved specifications for the installation, repair, or replacement of mail boxes. The homeowner is responsible for all costs incurred in the installation, repair or replacement of the mail boxes. Any installation, repair or replacement of mail boxes without use of the approved specifications shall be subject to prior approval of the Architectural Committee.
 - 15.1.1 Any violation of section 15.1 above shall be subject to a 30-day notice to install repair, replace the condition.
 - 15.1.2 Any failure to comply with the first 30-day notice provided in section 15.1.1 above, shall result in a fine of \$100 for a first violation with an additional 30-day time period to correct or repair the condition.

- 15.1.3 Any failure to comply with the second 30-day notice provided in section 15.1.1 above, shall result in a fine of \$200 for a second violation with an additional 30-day time period to correct or repair the condition.
- 15.1.4 Any failure to comply with the third 30-day notice provided in section 15.1.1 above, shall result for a third violation the cost to remedy the situation as a repair assessment billed to the homeowner. All above fines are cumulative.

SECTION 16. TRANSPONDERS

- 16.1 All homeowners and residents of the Association must use their window/headlight transponders to gain access to the community when entering via the resident gate.
- 16.2 Homeowners and/or residents who are requesting transponders must provide the following information to the Management Company.
 - 16.2.1 Transponder Request Form
 - 16.2.2 Confidential Data Sheet
 - 16.2.3. Copy of Driver's License (for verification purposes ONLY).
 - 16.2.4 Copy of Vehicle Registration for the vehicle in question.
 - 16.2.5 A completed Vehicle Registration form.
 - 16.2.6 If the transponder is for a tenant, the tenant must submit a copy of their Rental Agreement with the owner of the property. The Rental Agreement **MUST** show the renter's name and it must be signed by the owner of the property.
 - 16.2.7 If your Driver's License or Vehicle Registration shows different addresses, you must provide some other form of documentation that shows you are the owner or tenant (i.e., a copy of a bill such as water, electric, gas, cable, or otherwise).
 - 16.2.8 If you are a new owner and your Driver's License and Vehicle Registration do not yet reflect your new address, you must provide other documentation indicating that you are the owner (i.e., a copy of the deed or a bill such as water, electric, gas, cable, or otherwise).
 - 16.2.9 If you are replacing an existing transponder, you must provide information about the vehicle on which the prior transponder was installed.
- 16.3 The documentation listed above **MUST** be received by the Management Company in order to schedule an appointment for the installation of a transponder sticker. Homeowners and/or residents who fail to submit this information will not be issued a transponder. Your documentation may be forwarded to the Association for formal review and sign-off. Following approval, you will be notified in writing of the date and time of your programming.
- 16.4 Transponders are available at a cost of \$25.00. PAYMENT MUST be received with your application. Please make your check payable to Northridge Country Community Association.

- 16.5 ONLY owners and full time residents of the Association are permitted to obtain transponders. Visitors and guests are not permitted to obtain transponders, but guests on your permanent guest list are permitted to obtain a pass for up to 90 days.
- 16.6 New vehicles must provide license plate number to the Management Company within 60 days of transponder issuance or transponder will be deactivated without notice. Acceptable proof of license plate will be the DMV Registration showing the license plate number.
- 16.7 Requests for a transponder should be submitted to the Management Company.

SECTION 17. NON-MONETARY PENALTIES

- 17.1 Delinquent Assessments - For any period during which any assessment against a homeowner remains unpaid and delinquent, the Board may suspend: 1) voting rights; and 2) use and enjoyment of recreational or social facilities. Recreational and social facilities shall include, without limitation, the pool, Jacuzzi, tennis courts, basketball courts, and volleyball courts.
- 17.2 Other Violations (Excluding Delinquent Assessments) - For violations other than delinquent assessments, including, without limitation, violations of the CC&Rs, Bylaws, these Rules and Regulations, and the Architectural Standards and Guidelines, failure to pay for pool gate key, failure to pay transponder fee, and failure to pay fines and/or penalties, the Board may suspend: (1) voting rights; (2) use and enjoyment of recreational or social facilities; and/or (3) owner(s)/tenant(s) right to use a transponder (remote control) to enter the community through the "Resident Gate". During the suspension, the Owner(s)/tenant(s) will enter the community through the "Visitor Gate". Suspension of the right to use a transponder will continue indefinitely until the violation is cured and any fines and/or penalties are paid in full.
 - 17.2.1 Suspension of the use and enjoyment of recreational or social facilities for any violation other than delinquent assessments shall be for a period not to exceed thirty (30) days per violation.
- 17.3 The procedure for the imposition of non-monetary penalties is set forth under "Violations" and "Opposition and Appeals Procedures" in these Rules and Regulations.