

**RULES & REGULATIONS PREPARED FOR  
PORTOLA SPRINGS COMMUNITY ASSOCIATION**

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**PORTOLA SPRINGS COMMUNITY ASSOCIATION  
RULES AND REGULATIONS**

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**PORTOLA SPRINGS COMMUNITY ASSOCIATION  
A PLANNED COMMUNITY  
SECTION 1  
MEMBERSHIP INFORMATION**

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

Portola Springs Community Association is a California non-profit corporation consisting of those Owners of Lots or condominiums within the ultimate boundaries of the Association.

The purpose of the Association is to ensure that the common area and common facilities will be maintained in an attractive manner and will be available for the enjoyment of all Members. Your automatic membership in the Association provides a membership base to share the future costs of maintaining the community.

The attached rules, regulations and policies have been developed with consideration given to providing each Member with the greatest enjoyment of the facilities without infringing on other Members and their rights to quiet enjoyment of their homes and community.

Although these Rules and Regulations support the Covenants, Conditions and Restrictions (herein after referred to as CC&R's) they do not cover the entirety of the document. Please be sure to read the CC&R's carefully. Where there is a conflict between these Rules and Regulations and the CC&R's, the CC&R's shall control.

**PORTOLA SPRINGS COMMUNITY ASSOCIATION  
SECTION 2  
COMMON AREA RULES AND REGULATIONS**

- 2.1 Use of Association Property shall be subject to the provisions of the CC&R's and the Rules and Regulations, and to any limitations imposed by any other Association Documents.
- 2.2 The Community is subject to all federal, state and local requirements of the National Pollutant Discharge Elimination System ("NPDES") adopted pursuant to the Federal Clean Water Act. No Owner may dispose of hazardous waste, substance or material into any storm drain or other drainage device located anywhere within the Community. Homeowners are required to add sandbags to their lots as necessary to prevent any storm water/mud run-off from their lots to the common areas, both pre- and post-construction. Homeowners shall maintain and replace sandbags as necessary until yard installation is complete. The following are prohibited:
- Washing, hosing or rinsing of driveways, sidewalks or hardscape into the street.
  - Washing, hosing or rinsing of vehicles into the street.
  - Washing, hosing or spilling of any hazardous materials into the street.

Note: The above can be done provided run-off is diverted into landscaped areas.

**PORTOLA SPRINGS COMMUNITY ASSOCIATION  
SECTION 3  
TENANT RULES AND REGULATIONS**

- 3.1 The Owner shall have the responsibility to acquaint their tenants and guests with the CC&R's and Rules and Regulations of the Association.
- 3.2 For the purpose of these Rules and Regulations, a tenant shall be defined as anyone in possession of an Owner's residence in exchange for any sort of consideration, or at the sufferance of the Owners.
- 3.3 The rental of any guest or caretaker units (except to family members of the Owner of the respective Lot upon which such unit is located) is expressly prohibited.

**PORTOLA SPRINGS COMMUNITY ASSOCIATION**  
**SECTION 4**  
**PARKING RULES**

- 4.1 Curbside parking along the streets in the Community may be restricted.
- 4.2 No parking shall be permitted along any portion of a street designated as a fire lane. Vehicles found parked in a fire lane shall be towed at the Owner's expense without notice.
- 4.3 An Owner may park any standard passenger automobile (including vans and similar vehicles up to and including one [1] ton when used for everyday transportation) within his/her respective garage, in his/her driveway; provided, however, in no event shall any vehicle extend into the sidewalk or beyond the curb line, impede access over any street or obstruct access to any mailbox, or on the side of the street if permissible. Vehicles parked in a marked fire lane, within fifteen (15) feet of a fire hydrant, in a parking space designated for handicapped without proper authority, or in a manner which interferes with any entrance to, or exit from, the common area or separate interest shall be towed, at Owner's sole expense, without notice.
- 4.4 Parking is prohibited in facility parking lots from the hours of 11:00 PM – 5:00 AM, except for authorized events. Owner shall be responsible for parking violations of tenants and guests. Vehicles found parked in facility parking lots found in violation shall be towed, at Owner's sole expense, without notice.
- 4.5 Vehicles parked in the common area on community streets longer than 96 hours will be considered stored and shall be towed at the Owner's expense.
- 4.6 Stored Vehicles as defined by California Vehicle Code shall be towed at the Owner's expense. When the vehicle has been issued a notice of parking violation, and 96 hours have elapsed since the issuance of that notice, the vehicle shall be towed.
- 4.7 Vehicles parked in a shared driveway or in manner which blocks another's access to their driveway or garage shall be towed at the Owner's expense.
- 4.8 Parking in front of garages or in alleyways, for any length of time, on Bright Poppy, Visionary, Coyote Brush, and Desert Bloom is prohibited and vehicles shall be towed at the Owner's expense.
- 4.9 Repairs. No Owner shall conduct major repairs to any vehicle of any kind whatsoever upon the Master Association Property on his Lot or Condominium, on any street or elsewhere within the Community, except for emergency repairs thereto and then only to the extent necessary to enable the vehicle to be moved to a proper repair facility.

4.10 Garage Doors. All garage doors shall remain closed at all times, except as reasonably required for entry to and exit from the garage.

4.11 Recreational Vehicles. no Owner shall park, store or keep on any portion of the Master Association Property, on his Lot or Condominium or on any private street in the Community: (1) any large commercial type vehicle; (2) any recreational vehicle (including, but not limited to, campers, motor homes, trailers, boats, aircraft, mobile homes or other similar vehicles); or (3) any oversized vehicle (i.e., a vehicle that exceeds seven feet (7') in height, seven feet (7') in width and nineteen feet (19') in length [e.g., a limousine]), except for purposes of loading, unloading, making deliveries or performing emergency repairs.

4.12 First time violators will receive a written warning. If a vehicle violates the parking restrictions after having received a warning, such vehicle shall be subject to towing. The owner of such vehicle shall be responsible for all costs incurred to remedy the violation, including, but not limited to, towing costs, citations and legal fees.

#### **PARKING PERMIT REQUIREMENTS POLICIES & PROCEDURES FOR PRIVATE MASTER ASSOCIATION STREETS (ONLY CLEVERWIND, MILKY WAY AND ELKHORN):**

If you qualify under ALL of the following conditions and wish to apply for a Resident Parking Permit, the following procedures have been established to help you obtain, and maintain, a valid Parking Permit:

1. ALL VEHICLES MUST BE LISTED ON THE APPLICATION. Even if it is a vehicle that will park in the garage. Vehicle owners must show proof of registration for ALL vehicles owned.
2. TWO vehicles MUST be parked in the garage and up to two permits will be issued per unit, if qualified. For homes with more than 4 vehicles, Board Approval Required. Two vehicle households will not be issued permits. A garage inspection is required, before the permits will be considered and a \$25.00 non-refundable garage inspection fee payable to the patrol vendor is required.
3. Homeowners may obtain permits for vehicles 5+ on a case-by-case basis only and requires approval from the Board of Directors. Any exception request must be presented in writing to the Board of Directors for consideration and it is not guaranteed to be approved.
4. Homeowners that are not current in their assessment payments will NOT be eligible to receive any permits, even if qualified, until they have their assessments paid current.
5. Vehicles registered for off-road use only, watercrafts, trailers, and motorcycles do not qualify for participation in the Parking Permit Program. Commercial Vehicles are not permitted in the community.
6. While a notice or citation will be placed on vehicles that are in violation of association rules, these notices are provided as a courtesy only. The association, or patrol vendor, will not be responsible should any vehicle be towed for violation of this Parking Permit Program or any of the Portola Springs Community Association's Covenants, Conditions & Restrictions (CC&R's), whether or not a notice or citation was received on the vehicle.

#### **SPECIAL CASE PARKING PERMITS POLICIES:**

Oversized Vehicle Permits:

The association requires a garage inspection of all cases where the resident contends that the subject vehicle does not fit safely into the garage. The patrol vendor provides garage inspections for a \$25.00 fee. Residents must submit an application and have a garage inspection performed by the patrol vendor. Please note the following;

- The fee for the appointment is due whether the vehicle passes or does not;
- The HOA requires that vehicles fit "safely", not comfortably, into garages;
- Garages which have been modified so as to prevent the safe parking of a vehicle will not be granted a Parking Permit.

When determining whether or not a permit may be issued, the following vehicle types are not acceptable as legitimately garaged vehicles:

- Vehicles out of current registration;
- Vehicles currently registered as non-operating;
- Vehicles which are registered but not street legal (off road vehicles);
- Recreational vehicles (as defined in the CC&R's).

#### Commercial Vehicle Permits:

Commercial vehicles do not qualify for parking permits. Commercial vehicles will not be issued parking permit; however, they do qualify as a garaged vehicle ONLY. Commercial vehicles are defined as, but are not limited to, vehicles having any of the following attributes:

- » Construction Racks
- » Logos
- » Company names
- » Ladders
- » Toolboxes
- » Over 1 ton
- » Gates, or lifted gates
- » Flatbeds
- » More than two axles
- » Vans or buses designed to carry more than 10 persons

#### Recreational Vehicle Permits:

Recreational vehicles will not be issued parking permits. Recreational vehicles are defined as, but are not limited to, vehicles like the following:

- » Motor homes
- » Personal watercraft
- » Trailers of all types
- » Unlicensed vehicles
- » Boats
- » Aircraft

### **PARKING PERMIT APPLICATION PROCEDURES:**

Residents who wish to apply for a Parking Permit must submit the following documentation to the patrol vendor, if requesting a permit:

1. Completed application.
2. For permits for vehicles 3+, a Garage inspection payment at the current rate of \$25 payable to the patrol vendor.
3. Something that proves the resident lives on site.
  - a. Current vehicle registrations showing resident name.
4. Something that proves the vehicle(s) belongs to the resident. (All vehicles must have one of the following:
  - a. Current vehicle registrations showing resident name.



- b. Letter on company letterhead showing resident name and authority to have care, custody, and control of vehicle.
- c. A letter from the registered vehicle owner explaining why the resident has a vehicle not registered to the resident.
- d. If a recently purchased new or used vehicle, a copy of the top of the Sales Contract (yellow) showing:
  - I. Resident's name and on-site address.
  - II. Vehicle VIN number.

The above documentation, in its entirety, must be submitted to:

Patrol Vendor

Please note: Parking permits can be revoked at any time at the discretion of the Property Management, or the Board of Directors, if any of the terms or guidelines of this program are not followed accordingly.

To be valid, your permit **MUST** be hung from the rear-view mirror, the permit must be clearly visible from outside the vehicle.

#### **GUEST PARKING RULES:**

Day guests do not require a parking permit. If you have a guest who will be parked in the community overnight, that guest's vehicle must be placed on the safelist, effective between the hours of 11:00 P.M. - 6:00 A.M.

Guests are allowed a **maximum of 56 overnight** per vehicle stays in a 365-Calendar year window. An **overnight** stay is considered anytime a vehicle is parked in the community anytime between 11:00 P.M. - 6:00 A.M.

To safelist your guest's vehicle, contact the patrol vendor

**Homeowner's vehicles may not be placed on the safelist. Safelist is designed for guest vehicles only.**

**PORTOLA SPRINGS COMMUNITY ASSOCIATION**  
**SECTION 5**  
**PET RULES**

- 5.1 Problems associated with animals, including noise disturbances and defecation must be directed to Animal Control at (949) 724-7740.
- 5.2 No animals, including dogs, cats, birds and other domesticated animals, are permitted in any pool area or common facilities at any time.

**PORTOLA SPRINGS COMMUNITY ASSOCIATION  
SECTION 6  
SIGNAGE RULES**

**Sub-Index**

**6.1 General**

**6.2 For Sale Signs**

**6.3 Open House Signs**

- 6.1.1 No sign or billboard of any kind shall be displayed to the public view on any portion of the Master Association Property except for signs used by Declarant (or by a Merchant Builder with Declarant's consent) in connection with the development of the community and sale or lease of Lots and/or condominiums.
- 6.1.2 In accordance with Section 4710 of the California Civil Code, an Owner may display on his/her Lot or condominium or on real property owned by others with their consent, or both, signs which are reasonably located, in plain view of the public, are of reasonable dimensions and design, do not adversely affect public safety, including traffic safety, and which advertise the property for sale, lease or exchange, or advertise directions to the property or the Owner's or agent's telephone number.
- 6.1.3 All signs shall comply with the City of Irvine Municipal Codes regarding signs and any other applicable governmental ordinances.
- 6.1.4 Signs erected in common areas not complying with the rules will be removed by a representative of the Association and stored at a central location for pick up by the real estate agent or owner within a reasonable amount of time. Signs not picked up within a reasonable amount of time will be disposed of at the owner's expense.
- 6.1.5 All Owners shall comply with the following Master Association's "For Sale" and "Open House" Sign Regulations as well as the requirements of Article VIII, Section 5 of the Master Declaration.

**PORTOLA SPRINGS COMMUNITY ASSOCIATION**  
**SECTION 6.2**  
**"FOR SALE" SIGN REGULATION**

*Article VIII of the Master Declaration and the City of Irvine regulates all signs in Portola Springs Community Association. Consistent with these regulations, the Board of Directors has approved the following standards for "For Sale" signs. Homeowners listing their homes with areal estate agent are responsible for ensuring that the agent complies with these standards. Signs deviating from these standards may be moved without notice from the common area. These regulations shall also apply to "For Lease" signs.*

- 6.2.1 Residents (or their agents) wishing to advertise "For Sale" for purposes of selling their property must use a standard sign with restrictions on type, design, location, and quantity.
- 6.2.2 Signs are to conform to the following specifications:
- (a) The total sign area shall be contained within a 12" x 18" area.
  - (b) The top of the sign shall not exceed 4' above ground level.
  - (c) Primary Text Color: Vista 8293 "Carbon Copy"
  - (d) Primary Text Font: "Centar"
  - (e) Background Color: SW 6121 "Whole Wheat"
  - (f) Pole Color: Vista 8293 "Carbon Copy"
- 6.2.3 The sign must be professionally prepared on weather-resistant material.
- 6.2.4 Only one sign is permitted per dwelling unit. Brochure boxes, attached riders, sold signs, flags, banners, balloons and promotional paraphernalia are prohibited. Additionally, only the brokerage firm name or "For Sale by Owner" with a phone number may be included on the sign. The approved sign format and colors are on file and can be purchased at R.E.S.S. (Real Estate Signs and Supplies), 23252 Del Lago, Laguna Hills, CA 92653, (949) 855-1355, or such vendor(s) that may be designated in the future.
- 6.2.5 The sign may be placed no further away from the dwelling unit than half the distance between the dwelling and the sidewalk. For attached units, the sign must be placed in a landscape area other than the lawn if possible. No sign shall be attached to the ground by means other than a conventional single vertical stake which shall not exceed 2" x 3" in diameter. Posts, pillars, frames, or similar arrangements are prohibited.
- 6.2.6 Signs are not permitted on Portola Springs Community Association property except that a maximum of one "Open House" directional sign per change of direction may be placed at street intersections. However, in no case may there be more than one "Open House" directional sign per corner.
- 6.2.7 Developer is exempt from these restrictions during the entire sales phase.
- 6.2.8 Property owners who fail to comply with this policy will be subject to enforcement in accordance with the Enforcement Policy.

**PORTOLA SPRINGS COMMUNITY ASSOCIATION**  
**SECTION 6.3**  
**"OPEN HOUSE" SIGNAGE ON COMMON AREAS**

*Article VIII of the Master Declaration and the City of Irvine regulate all signs in Portola Springs Community Association. Consistent with these regulations, the Board of Directors has approved the following standards for "Open House" signs. Homeowners listing their homes with a real estate agent are responsible for ensuring that the agent complies with these standards. Signs deviating from these standards may be moved without notice from the common area.*

- 6.3.1 Residents (or their agents) wishing to advertise "Open House" for purposes of selling their property must use a standard sign with restrictions on type, location, and quantity.
- 6.3.2 Signs are to conform to the following specifications:
- (a) The total sign area shall be contained within a 12" x 18" area.
  - (b) The top of the sign shall not exceed 4' above ground level.
  - (c) Primary Text Color: Vista 8293 "Carbon Copy"
  - (d) Primary Text Font: "Centar"
  - (e) Background Color: SW 6121 "Whole Wheat"
  - (f) Pole Color: Vista 8293 "Carbon Copy"
- 6.3.3 The Owner of the sign shall identify the sign as his/hers with their initials in an area no larger than 2" x 3".
- 6.3.4 A maximum of one sign (in total) per change of direction may be placed at street intersections. At a four-way intersection there are four corners where only four signs may be placed.
- 6.3.5 Signs may not remain on common areas overnight.
- 6.3.6 Brochure boxes, attached riders, flags, banners, balloons and promotional paraphernalia are prohibited. Additionally, only "Open House" and a directional arrow may be included on the sign. The approved sign format and colors are on file and can be purchased at R.E.S.S. (Real Estate Signs and Supplies), 23252 Del Lago, Laguna Hills, CA 92653, (949) 855-1355, or such vendor(s) that may be designated in the future.
- 6.3.7 "Open House" signage may be posted on Wednesdays, Saturdays, Sundays and Federal holidays only and at a frequency of two weekends per month maximum.
- 6.3.8 The Owner of the property for sale is solely responsible for adherence to these and all other Portola Springs Community Association Rules and policies.

all signs issued to the property directly or by consent. A fee of \$25.00 per sign will be assessed to the homeowner's account for any lost sign, sign not returned within the time limitations specified in the rental agreement, or for any sign which is altered and/or returned in damaged condition.

- 6.3.9 Property owners who fail to comply with this policy will be subject to enforcement in accordance with the Violation Enforcement Policy.

**PORTOLA SPRINGS COMMUNITY ASSOCIATION  
SECTION 7  
CONTRACTOR GUIDELINES**

Association members are to ensure that any contractor they hire to perform work in the Community adhere to the following:

- 7.1 Contractor shall abide by all traffic safety rules and signs, posted and otherwise. The Association is a family community – watch for children playing.
- 7.2 Vehicles and other equipment must be parked in such a manner so as not to block traffic or access to fire hydrants, driveways, streets or mailboxes.
- 7.3 Contractors shall not leave vehicles, equipment, trash, construction debris or material on streets overnight.
- 7.4 Contractors shall adhere to all Local Ordinances in the performance of work.
- 7.5 Portable toilets are not allowed unless approved by the Board in writing.
- 7.6 Storage/Moving Pods are not allowed, unless approved in writing and shall only be placed on a private residential lot.
- 7.7 Dumpsters shall be maintained in a neat and sanitary manner on the residential lot during construction. Materials shall be placed so that they are not visible outside of the dumpster. A regular dumping service shall be retained a minimum of once per week. Dumpsters are not permitted in condominium communities, shared driveways, streets, or association-maintained property.
- 7.8 Community landscaped areas and sidewalks shall be protected during construction. The Association will repair any damage to the common area caused by the construction activity and will either back-charge the lot owner or will deduct the cost thereof from the construction/clean up deposit. For major remodels, the Association reserves the right to require screened fencing, which includes the use of a six-foot chain-link fence and frontage gate secured by a dark green mesh behind the sidewalk, which shall be maintained in good condition and all construction materials must be kept behind the fence.
- 7.9 If lumber or other packaged material is unloaded in the street, street access must not be blocked, and safety warning devices must be used while the material is being unloaded. The maximum length of time that material can be stockpiled in the street is eight (8) hours. Unpackaged material, such as sand or soil, may not be unloaded in the street. Stockpiling in the street is prohibited.
- 7.10 No construction equipment, materials, debris or trash shall be allowed to accumulate or be stored on the properties.
- 7.11 Contractors shall not bring or use alcohol or recreational drugs on site.

- 7.12 Contractors shall not bring dogs on site. Contractors shall only be allowed to bring onto the properties persons who are working with contractor on the construction project.
- 7.13 Contractors must take all necessary safety precautions and shall erect and maintain barriers, lights, signs and other safeguards to give adequate warning to everyone on or near the site of dangerous conditions associated with their construction activity.
- 7.14 All construction activity must comply with local governmental codes/permits as well as plans approved by the Association's Architectural Committee.
- 7.15 At the end of the workday, the streets must be left broom clean. All debris (i.e., paper, bottles, cans and litter) must be removed from the job site on a daily basis. Street washing is strictly prohibited.
- 7.16 Contractors shall not play radios or other musical appliances so that the sound extends across the lot property lines. Contractors shall minimize noise impacts from generators or other construction equipment.
- 7.17 Contractors must perform work in accordance with Best Management Practices and the Master Water Quality Management Plan (i.e., Erosion and sediment controls must be in place. Washing must be confined to the lot area. Materials may NOT be discharged into the storm drain).



**PORTOLA SPRINGS COMMUNITY ASSOCIATION**  
**SECTION 8**  
**POOL/SPA/WADER RULES**

**8.1 Pool Facility Hours: 5:00 AM to 10:00 PM Daily**

**8.2 Reservations**

Individual homeowners may not reserve pool area facilities for exclusive use.

**8.3** Any problems should be reported immediately to Management.

**8.4 General Pool Facility Rules**

- i. Owners are permitted to host no more than ten guests per dwelling unit and owner must be present in the pool area. The resident sponsors and their guests shall be courteous of the neighbors and control noise. Decorations shall not be affixed to common area property.
- ii. Persons under the age of 13 years must be accompanied and supervised by a responsible adult
- iii. Use the pool at your own risk. The Association assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property. This also applies in the event that a lifeguard is staffed on the premises.
- iv. If Owner elects to rent or lease his/her dwelling unit and gives right of access to pool area facilities to Lessee, the Owner relinquishes his/her access rights.
- v. Use of the pool facilities and common area is a privilege which is enjoyed by all Owners or occupants, however, consideration of others concerning noise is also important.
- vi. Conduct by an Owner or occupant which deprives any other Owner or occupant use of the pool/spa/wader or common property shall not be allowed.
- vii. Pool Furniture is available on first come, first serve basis and may not be taken out of the pool area for any reason at any time.
- viii. Owners are not permitted to bring additional furniture and/or equipment into the pool area.
- ix. Guests may make use of the swimming pool/wading pool only when accompanied by the resident host. Guests not accompanied by a resident host may be requested to leave the premises.
- x. All swimmers must shower before entering the pool and must wear a bathing suit (no ragged-edged garments are allowed.) Showers are only for persons using the facilities and not for individual personal hygiene not related to use of the facility.
- xi. Swim diapers and plastic pants, specifically for pool use, must be worn in the pool by all users with incontinence issues and children who wear diapers.
- xii. Any individual with a condition or disease which may be transmitted through pool water or open sores will not be permitted to use the pool facilities.
- xiii. For shoulder length hair or longer, it is recommended that hair be tied back, braided or cap worn

(hair clogs the drains.)

8.5 The following rules shall apply:

- i. No running or "horse play" on pool deck.
- ii. No "horse play" in the swimming pool/wading pool.
- iii. No ball/Frisbee or object throwing.
- iv. No gum in pool area.
- v. No skateboards/bicycles/tricycles/skates/roller blades/ scooters or the like inside fenced area.
- vi. No squirt guns, water guns, or water balloons.
- vii. No glass bottles or other glass containers/objects inside fenced area. viii No pets or animals inside fenced area.
- viii. No unduly loud or disturbing noise inside the fenced area.
- ix. No radios/playback sound devices without headsets inside the fenced area.
- x. No diving from benches, tables or other facility structures inside the fenced area.
- xi. No rafts, inflatable toys, or diving rings during busy periods, which shall be at the discretion of the lifeguard (if staffed) or roving patrol. Lifejackets are always allowed.
- xii. No "boogie boards".
- xiii. No smoking.
- xiv. No pool furniture in the pool.
- xv. Anyone urinating or defecating in the pool is subject to immediate removal from the pool and pool area and imposition of appropriate discipline, after notice and hearing, which may include suspension of privileges to use pool area facilities, monetary penalties and charging residents with all costs of draining and cleaning of pool. Residents are also subject to discipline, including but not limited to, imposition of fines, for such actions by themselves or their guests.
- xvi. The showers are intended for rinsing off before and after swimming. The showers are not intended to take the place of a personal hygiene shower and not intended for doing laundry of any kind.

8.6 Any damage to equipment or furnishings must be reported promptly.

8.7 Members responsible for the damage will be required to immediately reimburse the Association for losses related to the damage.

8.8 The "buddy system" is to be used by all swimmers at all times. For safety, no one should swim alone.

8.9 All gates must remain closed and locked at all times. Any resident or resident's guest caught jumping the fence to any gated facility will be asked to leave the facility for the day. If the same person is caught jumping the fence for a second time, they will be asked to leave the facility for the day and a letter will be sent to the homeowner. Non-resident violators will be turned over to the police as trespassers.

8. 10 Violation of these rules may result in a verbal warning, time-out period, ejection for the day or suspension of privileges.

**8. 11 Wading Pool (If Applicable)**

- i. The wading pool is intended for children 5 years of age and younger.

- ii. It is recommended that all children in the wading pool area be under the direct supervision of an adult at all times.
- iii. All general rules that apply to pool area facilities also apply to the wading area.

#### **8.12 Spa (If Applicable)**

- i. It is recommended that persons age 13 years old or under be accompanied by an adult.
- ii. It is recommended that children 5 years old or younger not use the spa at any time.

#### **8.13 Common Amenities & Facilities (If Applicable)**

- i. Any common amenities (i.e., barbecue) are available on a first come, first serve basis.
- ii. Residents are responsible for clean-up after use of the facilities.
- iii. No decorations can be affixed to common area property

8.14 If a member wishes to engage the services of a swim instructor for lessons or coaching, they shall contact management to obtain an agreement form. The form must be completed and accepted by the Association, prior to the swim instructor providing any services utilizing Association property. Anyone attempting to provide any such services on Association property, without having previously completed the agreement, will be required to immediately cease such activities and leave the recreation center area. Lessons/coaching may be given only to a member of the Association, and the member shall be responsible for any and all injuries, or damage that may result from taking the lessons, and shall indemnify the Association for any liability that may result.

**PORTOLA SPRINGS COMMUNITY ASSOCIATION**  
**SECTION 9**  
**FACILITY RULES AND REGULATIONS**

- 9.1 The facilities are for the use of Association members who are in good standing and current with assessment dues. The use of facilities may be restricted by the Board of Directors for violation of the Association Rules, delinquent assessments, or abuse of the recreational facilities or common areas.
- 9.2 The facilities may not be used for commercial purposes other than those endorsed by Portola Springs Community Association and events in which Association members may participate. The Declarant has the right to reserve and use the facilities at any time for marketing events during the time when Lots and condominiums are for sale by Declarant. Also, facility usage is approved free of charge for Association endorsed activities i.e., Association meetings, Association sponsored holiday parties.
- 9.3 Regularly scheduled events, specifically Association functions, have priority for reserving the facilities.
- 9.4 In accordance with the law of the State of California, no one under the age of twenty-one (21) shall be served an alcoholic beverage while on the premises. If alcoholic beverages are served at functions held at the facility, no minors are to be present without parental permission. The member renting the facility is responsible for all conduct of anyone consuming alcoholic beverages or on the premises while alcoholic beverages are being served and shall ensure that no one under the age of twenty-one (21) is served or consumes alcohol.
- 9.5 The member renting the facility shall arrange for pick-ups and deliveries (if any) to be made the day of the event.
- 9.6 The member renting the facility shall be completely responsible for his/her own set-up and clean-up. All clean-up shall be completed prior to returning the key to the facility. Should any damage occur to the facility, including failure to adequately clean up the area used by the Member, the Association shall have the right to hold a hearing and thereafter assess the Member and to withhold some or all of a deposit to cover any damage to the facility that results from the Member's reservation and/or use of the facility.
- 9.7 The member renting the facility hereby warrants that there will be no charge to his/her guests for admission, food, beverages, or entertainment on the premises. Association sponsored events may charge admission or a use fee to recoup expenses.
- 9.8 Management reserves the right to close any of the facilities at any time in order to repair, clean and maintain premises.

- 9.9 Every Member, by their use of any portion of the facilities, accepts the terms of this policy and by such use agrees to be bound thereby. Specifically, any Member utilizing any portion of the facilities agrees to indemnify and defend the Association and/or its agents from any and all claims, damages or liability in connection with such use.
- 9.10 Reservation of any facility does not include the pool facilities. The pool, spa and wader may be used, but other homeowners and guests may not be excluded from the pool area. No tables, chairs, lights, heating equipment, candles, games, food or any other equipment or use may be made of the pool area by persons renting the clubhouse facility. Although guests may utilize the pool area for swimming or sitting, the pool area cannot be exclusively rented by persons renting the clubhouse. All equipment, tables, chairs, lights, and other party props must be placed and used solely within the clubhouse facility itself and not in the pool area. No unsafe or hazardous materials, no flammable or direct flame items may be used in the clubhouse.
- 9.11 An application for reservation of the facility must be made by a Member and the applicant must be present during the period the facility is in use under such reservation.
- 9.12 The facility may be reserved no less than fifteen (15) days in advance of the event.
- 9.13 Please refer to the reservation application form and agreement for facility usage fees and deposits.
- 9.14 Residents who procure a bounce house must name the Association and the management company as additional insureds by endorsement to their homeowner's policy and the bounce house company's policy. Copies of such endorsements shall be provided to the Association before any bounce house is placed.

**PORTOLA SPRINGS COMMUNITY ASSOCIATION  
SECTION 10  
TENNIS COURT RULES**

**10.1 Court Hours are 7:00 AM – 10:00 PM**

- 10.2 Courts are for the exclusive use of homeowners, residents, and their guests only. Guests using the courts must be accompanied at all times by a member.
- 10.3 Court time is limited to 90 minutes for singles and doubles if other homeowners are waiting. Members waiting for courts must remain outside the court and in the immediate area in order to retain their position in line for court use. If players are not present when a court becomes available, the next players in the line shall proceed.
- 10.4 Individual practice is limited to 30 minutes if other members are waiting to play.
- 10.5 Non-marking soled shoes and proper attire (shirts required) must be worn by all persons using the courts. Shoes, which leave a mark on the court surface, are not allowed. No bare feet allowed.
- 10.6 Children under age 18 should not use the courts without the supervision of a member 18 years or older.
- 10.7 All persons using the courts should show common courtesy and respect. Strong language, poor behavior, abuse of windscreens, nets, etc. may result in players being requested to leave. No "horseplay" is allowed on the courts.
- 10.8 Food is not allowed on the courts. Plastic bottled beverages are permitted. All trash is to be disposed of properly.
- 10.9 Players are not permitted to walk across occupied courts to reach an assigned court or retrieve balls.
- 10.10 When leaving the courts, gates are to be securely locked.
- 10.11 No pets are permitted inside court gates.
- 10.12 Roller skates, skateboards, bicycles, roller blades or other wheeled vehicles are not permitted on the courts.
- 10.13 Use of the courts for any sport or game other than tennis is prohibited.
- 10.14 Use of electronic devices is prohibited.
- 10.15 Court time for lessons is limited to one (1) hour when there are players waiting to play.

- 10.16 If a member wishes to engage the services of a sports instructor for lessons or coaching, they shall contact management to obtain an agreement form. The form must be completed and accepted by the Association, prior to the sports instructor providing any services utilizing Association property. Anyone attempting to provide any such services on Association property, without having previously completed the agreement, will be required to immediately cease such activities and leave the recreation center area. Lessons/coaching may be given only to a member of the Association, and the member shall be responsible for any and all injuries, or damage that may result from taking the lessons, and shall indemnify the Association for any liability that may result.
- 10.17 Use of Association Property shall be subject to the provisions of the CC&R's and the Rules and Regulations, and to any limitations imposed by any other Association Documents.
- 10.18 Misuse or vandalism of the facilities may cause suspension of privileges. Members are responsible for their guests.
- 10.19 Management reserves the right to close any of the facilities at any time in order to repair, clean and maintain premises.

**PORTOLA SPRINGS COMMUNITY ASSOCIATION  
SECTION 11  
PARK AND BASKETBALL COURT RULES**

11.1 Park hours are from 7 AM to 10 PM, unless reserved by the Association for special events.

11.2 Children under the age of 12 should be supervised by parents/guardians/persons over 18 at all times.

11.3 Use of the Association Property shall be subject to the provisions of the CC&R's and the Rules and Regulations, and to any limitations imposed by any other Association Documents.

11.4 The Park area is for the use of Association members and their guests. Guests must be accompanied by a Member at all times. Members shall be responsible for the conduct of their guests.

11.5 The Park may not be used for commercial purposes other than those endorsed by the Association.

11.6 Small parties of less than 20 guests per household may be held, provided the resident sponsors are courteous of the neighbors and control noise. Personal furniture and rentals are not permitted in parks. For example, but not limited to, tables, EZ-ups, and bouncy houses. A small personal shade element and/or chair is permitted. Decorations shall not be affixed to common area property.

11.7 Members hosting a small party shall be completely responsible for his/her own set-up and clean-up. All clean-up shall be completed prior to leaving the area. Should any damage occur to the facility, including failure to adequately clean up the area used by the Member, the Association shall have the right to hold a hearing and thereafter assess the Member and to withhold some or all of a deposit to cover any damage to the facility that results from the Member's reservation and/or use of the facility.

11.8 Management reserves the right to close the park at any time in order to repair, clean and maintain premises.

11.9 Skate boarding, roller blading, and motorized equipment (i.e., scooters) are prohibited at all times.

11.10 If a member wishes to engage the services of a sports instructor for lessons or coaching, they shall contact management to obtain an agreement form. The form must be completed and accepted by the Association, prior to the sports instructor providing any services utilizing Association property. Anyone attempting to provide any such services on Association property, without having previously completed the agreement,



will be required to immediately cease such activities and leave the recreation center area. Lessons/coaching may be given only to a member of the Association, and the member shall be responsible for any and all injuries, or damage that may result from taking the lessons, and shall indemnify the Association for any liability that may result.

11.11 A bounce house may only be used at the grass area adjacent to the Silverado, LomasValley, Village Square and Highland clubhouses in conjunction with a clubhouse rental.

**PORTOLA SPRINGS COMMUNITY ASSOCIATION  
SECTION 12  
TOT LOT RULES**

- 12.1 Tot Lot hours are from 7 AM to 10 PM.
- 12.2 Children under 12 should be supervised by parents/guardians/persons over 18 at all times.
- 12.3 Use of Association Property shall be subject to the provisions of the CC&R's and the Rules and Regulations, and to any limitations imposed by any other Association Documents.
- 12.4 The Tot Lot area is for the use of Association members and their guests. Guests must be accompanied by a Member at all times. Member is responsible for the conduct of their guests.
- 12.5 The Tot Lot may not be used for commercial purposes other than those endorsed by the Association.
- 12.6 Management reserves the right to close any of the facilities at any time in order to repair, clean and maintain premises.
- 12.7 Public broadcasting (i.e., deejays), skate boarding, roller blading, and motorized equipment (i.e., scooters) are prohibited at all times.
- 12.8 A bounce house may only be used at the grass area adjacent to the Silverado, LomasValley, Village Square and Highland clubhouses in conjunction with a clubhouse rental.

**PORTOLA SPRINGS COMMUNITY ASSOCIATION  
SECTION 13  
FACILITIES & PEDESTRIAN GATE ACCESS**

**13.1 Facilities Access**

Two (2) key fobs will be provided to each Lot upon transfer from Developer to the first Lot Owner in the Association upon submittal of the completed Access Form. Additional or lost key fobs will require a non-refundable fee of \$25.00 per key fob prior to issuance, with a limit of four (4) per Lot. Upon the sale or transfer of the Lot, the key fobs must be transferred to the new Owner. If the new Owner notifies the Association that they have not received key fobs, the key fobs will be deactivated, and the subsequent Owner will be required to pay for new key fobs. The Association is not responsible for transfer between Owners.

**PORTOLA SPRINGS COMMUNITY ASSOCIATION  
SECTION 14  
NEIGHBOR TO NEIGHBOR DISPUTE POLICY**

- 14.1 The Association will not become involved in neighbor-to-neighbor disputes unless the issue involves common property.

**PORTOLA SPRINGS COMMUNITY ASSOCIATION  
SECTION 15  
STORM DRAIN WATER RUN-OFF POLICY**

- 15.1 Any fines assessed by a City, County or government agency that are assessed as result of acts by an Owner or their guest(s) will be passed along to the Owner in the form of a "Special Assessment" or "Reimbursement Assessment".
- 15.2 Any assessment related to storm drain violations and collection thereof will be subject to the Delinquency Policy of the Association.

**PORTOLA SPRINGS COMMUNITY ASSOCIATION  
SECTION 16  
INTERNAL DISPUTE RESOLUTION POLICY**

Pursuant to Civil Code §5905, the purpose of the Internal Dispute Resolution (IDR) Policy is to provide a fair, reasonable and expeditious procedure for resolving a dispute between the Association and a Member involving the parties' rights, duties, or liabilities under the Davis-Stirling Common Interest Development Act, Civil Code §4000 *et seq*, under the Nonprofit Mutual Benefit Corporations Law contained in Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code, or under the governing documents of the Association.

16.1 (a) The Internal Dispute Resolution (IDR) process may be begun by either the Association or the Member (the "requesting party") requesting the same, in writing, and serving the other party (the "responding party") with a copy of the written request ("the Request") by certified mail. If the process is invoked by a Member, the Association shall participate. If the process is invoked by the Association, the Member may elect not to participate in the procedure. Should the Member elect not to participate in the procedure, however, the Member shall thereby waive any right to appeal or ask the Board of Directors to reconsider any decision it may make regarding the dispute.

(b) If a Member is the responding party and agrees to participate in IDR, the Member shall return a written response ("the Response") accepting the Association's Request for IDR.

16.2 (a) Within fifteen (15) days after the next regularly scheduled Board meeting, following the Association's receipt of a Request for IDR or Response accepting IDR from a Member, the Board shall inform the Member by certified mail, of the representative or representatives it has designated to represent the Association in the process, together with a proposed date, time and place for the Association's designated representative(s) and the Member to meet and confer in an attempt to resolve the dispute. The parties shall schedule and conduct the meet and confer within thirty (30) days following the responding party's receipt of the written request for Internal Dispute Resolution.

(b) At the Member's request, as an alternative to a meet and confer, the parties may mediate their dispute through the Mediation Committee of the Orange County chapter of the Community Associations Institute (CAI). Such mediation shall be scheduled to occur within thirty (30) days following the responding party's receipt of the written request for Internal Dispute Resolution, or if both parties agree to extend the time to complete mediation beyond thirty (30) days in the event that the Mediation Committee is unable to schedule a mediation within thirty (30) days. The Member shall not be charged a fee to participate in such mediation; any fees shall be paid by the Association.

(c) Within the same fifteen (15) day period described in (a), above, the Board shall appoint one or more board members (or other person(s) who is/are not a member of the Board) to be representatives of the Board and set the parameters within which the Board's designated representative(s) may propose to resolve the dispute.

16.3 The parties are encouraged not to involve their attorneys in the IDR process, so that the parties may feel free to engage in direct and informal discussion. Should the Member decide to bring his/her/its attorney to the meet and confer or mediation, the Member shall give the Association ten (10) business days' written notice of the same by fax, overnight mail or overnight delivery, so that the Association can arrange to have its attorney attend as well.

16.4 Whether the parties meet and confer or mediate their dispute, they shall each have the opportunity to state and explain their positions regarding the issue or matter in dispute. If during the meet and confer or mediation the Member and the Board's representative(s) reach an agreement in principle regarding the manner in which the dispute may be resolved, they shall put the agreement in writing and the Member shall sign it. At the next regularly scheduled meeting following the meet and confer or mediation, the Board of Directors should consider the agreement and, if it is approved by a majority vote of a quorum of the Board, the appropriate officer(s) shall sign the agreement, at which time the agreement shall become binding upon the Association and the Member. The agreement shall only become binding and enforceable upon the parties if such action is taken by the Board of Directors and it is not in conflict with the law or the Association's governing documents. Should the Board of Directors decide to become bound by, and therefore sign, the agreement, a copy of the signed agreement shall be returned to the Member within fifteen (15) days following the Board's execution of the agreement, and the original of the agreement shall be maintained in the Association's business records.

16.5 If the parties do not reach tentative agreement at the meet and confer or mediation, the Board of Directors shall send its written decision regarding the issue or matter in dispute to the Member by certified mail, within fifteen (15) days following the next regularly scheduled meeting of the Board of Directors following the meet and confer or mediation. If the Member participates in the meet and confer or mediation, but the dispute is resolved by decision of the Board of Directors rather than by agreement of the parties, the Member may appeal to the Board to reconsider its decision by submitting written request for the same to the Board of Directors, by certified mail, within fifteen (15) days of the Member's receipt of the Board's written decision. If the Association requested IDR and the Member refused to participate in the process, the Board of Directors' decision shall be final and not subject to reconsideration or appeal.

**PORTOLA SPRINGS COMMUNITY ASSOCIATION  
SECTION 17  
ENFORCEMENT POLICY**

Discovery of Violation

- 17.1 Any violation that is an alleged violation of the Association's governing documents or Rules and Regulations will be processed according to the procedure outlined herein.
- 17.2 In the event two or more Members of the Association or Board of Directors file a Violation Report, the Board would act as follows:
- 1) Send a letter to the Owner stating the alleged violation and date needed to cure said violation.
  - 2) Upon expiration of the cure date, if the violation still exists, a second letter will be sent stating that the failure to abide by the Association's Rules and Regulations has imposed a hardship on the Association and the Owner will be asked to attend a hearing with the Board of Directors.
  - 3) The Owner will be notified as to the decision rendered by the Board as a result of the hearing. If the Owner is found to be in violation of the Portola Springs Community Association's documents, the Board will either (a) seek remedy by use of alternative dispute resolution such as mediation or arbitration; (b) levy a Compliance Assessment; (c) temporarily suspend the voting rights attributable to the Owner's Lot or condominium; (d) temporarily suspend rights to use any common recreational amenities located on the Portola Springs Community Association; (e) enter upon a Lot or condominium to monitor and enforce a compliance; (f) record a notice of noncompliance; or (g) a combination thereof.
  - 4) If the decision is to pursue a monetary fine system, the Association's Fine Schedule will apply.

NOTE: A violation is defined as an act that, in the opinion of the Board of Directors, is in conflict with the CC&R's, Bylaws, Rules and Regulations and/or Architectural Guidelines of the Association.



**PORTOLA SPRINGS COMMUNITY ASSOCIATION  
SECTION 18  
RULES AND VIOLATION REPORT**

Please be as specific as possible to allow the Board to expedite the process in a timely manner. All alleged violations will be evaluated to ensure they are considered an infraction as defined by the Association's legal documents and are not considered a "Neighbor to Neighbor Dispute".

**REPORT FILED BY:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

**VIOLATION INFORMATION:**

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
(Alleged Violator's Name) (If Known)

Description of alleged violation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If additional space is needed, please use reverse side of form.)

Dates and times alleged violation occurs? \_\_\_\_\_  
How often does the alleged violation occur? \_\_\_\_\_

**COMPLAINTS REGARDING ANIMAL NOISE/ISSUES MUST BE DIRECTED TO  
ANIMAL CONTROL AT (949) 724-7740.  
COMPLAINTS REGARDING NOISE DISTURBANCES MUST BE DIRECTED TO  
THE POLICE DEPARTMENT AT (949) 724-7000.**

**PORTOLA SPRINGS COMMUNITY ASSOCIATION  
SECTION 19  
FINE SCHEDULE**

19.1 A letter will be sent to the Owner stating the alleged violation.

19.2 A second letter will be sent to the Owner stating the alleged violation continues and this letter will request the Owner appear before the Board.

19.3 If the result of the hearing is a monetary fine, the following fine schedule will apply:

- a) For violations of time frames for completion of landscaping and landscape installation compliance, a \$200.00 fine will be assessed to the homeowner's account.
- b) For all other violations, other than damage to common area and short term/vacation/hotel rentals and non-residential use of dwelling, a fine of \$100.00 will be applied to the homeowner's account.
- c) For tree topping and any other intentional damage to common area, a fine of \$2,500.00 will be applied. For short term/vacation/hotel rentals and non-residential use of a dwelling, a fine of \$1,000.00 will be applied.

19.4 If the violation continues past the hearing and first fine stage, additional hearings will be scheduled with the Owner and the fines may be doubled with each hearing. Any fines not paid may result in legal action in accordance with California law.

19.5 The Board may determine to use alternative dispute resolutions or cause correction of the violation to effect a cure and the Owner may be responsible for legal fees and/or reimbursement of costs to the Portola Springs Community Association.

19.6 For more serious violations, which are within the sole discretion of the Board to decide, the matter may be referred to the Association's attorney for more immediate pursuit of appropriate legal action.

NOTE: Should a violation occur which imposes a financial obligation on the Association, the party responsible for said violation shall reimburse, by way of a Damage Reimbursement Assessment, the Association for this financial obligation. If, for example, a party damages a fence, tree or any other Association Property, repair and replacement costs will be charged to that party.

**PORTOLA SPRINGS COMMUNITY ASSOCIATION  
SECTION 20  
PROCEDURE FOR HOMEOWNER HEARING**

Procedure:

- 20.1 Introductions and hearing session procedures.
- 20.2 Statement of alleged violation by acting chairperson.
- 20.3 Invitee's statement and presentation of oral or written evidence.
- 20.4 Review of CC&R requirements, Bylaws, and Rules and Regulations of the Portola Springs Community Association.
- 20.5 Discussion and questioning of the invitee by the Board.
- 20.6 Questions and final statement by invitee.
- 20.7 Homeowner is thanked for coming and told that they will be notified of the Board's decision within fifteen (15) days.
- 20.8 Board ruling without Homeowner present.
- 20.9 Enforcement procedures as applicable.

## PORTOLA SPRINGS COMMUNITY ASSOCIATION

### SECTION 21

#### ELECTION RULES AND PROCEDURES

**21.1 Application of Rules:** These rules shall apply to any meeting of the membership or solicitation of membership approval by a ballot vote (i) regarding matters specified in California Civil Code Section 5100(a), and (ii) any other matter unless the Association's Board of Directors has elected to conduct such vote or solicit such member approval for such other matter in accordance with California Corporations Code Section 7513, in which case the provisions of (A) Corporations Code Section 7513, (B) the Association's Bylaws, and (C) other applicable provisions of the California Corporations Code will apply to the exclusion of these Election Rules and Procedures. The Election Rules contained herein are intended to be in compliance with Civil Code Section 5100 et seq. and should be interpreted as such.

**21.2 Membership Voting:** Pursuant to the Association's governing documents, the Association has the following voting classes:

- a) **Class A Members:** All Owners other than Declarant and Merchant Builders. Upon conversion of the Class B Membership, Declarant and each Merchant Builder shall also become Class A Members as to those Lots and Condominiums which they own and are paying assessments levied by the Association.
- b) **Class B Members:** Declarant and Merchant Builders. The Class B Memberships shall be converted to Class A Membership upon the earliest to occur of the following events (the "Class B Conversion Date"): (1) when seventy-five percent (75%) of the estimated total number of dwellings in the overall community (excluding apartments) have been conveyed to Class A Members; (2) the fifth (5<sup>th</sup>) anniversary of the first Close of Escrow for the sale of a Lot or Condominium pursuant to the original issuance by the DRE of the most recently issued Final Subdivision Public Report for a Phase of the Community; or (3) the twenty-fifth (25<sup>th</sup>) anniversary of the first Close of Escrow for the sale of a condominium pursuant to a Final Subdivision Public Report issued by the DRE for the first Phase of the Community.
- c) **Class C Member:** Declarant, without regard to whether Declarant is the Owner of a Lot or Condominium in the Community. The Class C Member is entitled solely to elect a majority of the members of the Association's Board of Directors until the Class B Conversion Date.
- d) **Apartment Area Members** The Owner of an Apartment Area that has been annexed into the Community is considered a Class A Member and shall be entitled to one (1) vote for every three  
(3) Apartments located within such Apartment Area. The voting rights attributable to Apartments commence concurrently with the levy of Assessments by the Master Association against the Apartments in such Apartment Area.

**Record Dates:** In the absence of a specific resolution of the Board for any given election, the record date for determining the right of a Member to receive notice and to vote shall be the date that ballots are distributed and shall include all separate interests reflected in the Association membership list as of such record date. Members may verify and update their individual information contained in the Association's records anytime up to the date ballots are distributed and are encouraged to review their personal information by the deadline set for submitting nominations of candidates to ensure Members review their personal information at least thirty (30) days before the ballots are mailed. The voter list shall include for each separate interest: (1) name; (2) voting power; (3) the separate interest address, parcel number or both; and (4) the mailing address, if different. The voting period shall start when ballots are distributed and shall close when the ballots are counted. The polls shall close for any Member vote as specified in the ballot materials or as determined by the Inspector(s) of Election at any Member meeting.

**21.3 Candidate Qualifications:** The Association's property, business and affairs shall initially be governed and managed by a Board of Directors composed of three (3) persons and shall be increased to five (5) persons at the discretion of the Board of Directors pursuant to Article V, Section 7 of the Association's Bylaws.

Subject to Civil Code §5105, all Candidates for the Board must meet the following qualifications:

- a) The Candidate must be an Owner or an appointee of the Class C Member for so long as the Class C Membership exists. If title to a separate interest is held by a legal entity, such entity may appoint a natural person to serve or vote on such entity's behalf by delivering evidence of an appropriate written appointment to the Association;
- b) The Candidate must be current in the payment of all regular and special assessments. For the purposes of these election rules, "current" means not in arrears in the payment of any regular or special assessment for more than three (3) consecutive months during the twelve (12) calendar months preceding the election;
- c) The Candidate may not hold a joint ownership interest in the same separate interest as any other candidate or incumbent director;
- d) The Candidate is not eligible to run if the Association is aware or becomes aware of a past criminal conviction that would, if the Candidate were elected, either prevent the Association from purchasing the fidelity bond coverage required by Civil Code §5806 or terminate the Association's existing fidelity bond coverage.

**21.4 Director Requirements:** To remain qualified to serve on the Board of Directors, an Owner who has been elected to the Board of Directors must:

- a) Be current in the payment of all regular and special assessments;
- b) After Notice and Hearing, not continue to be in willful violation of any of the terms or provisions of the Association's governing documents;
- c) Not have missed three (3) consecutive regular meetings of the Board of Directors or three (3) consecutive special meetings of the Board of Directors;

- d) Have attended at least seventy-five percent (75%) of all of the meetings of the Board of Directors held each year and attended the entire meeting each time;
- e) Exhibit respect, professionalism and courteous behavior to all Owners, other Directors, committee members, vendors, the property manager and its staff, and to all other persons associated with or retained by the Association; and
- f) Comply with the standards of conduct applicable to a director of a non-profit mutual benefit corporation under California law, and without limiting the foregoing, refuse any gain of any kind (including, without limitation, any money, services, products, gifts and gratuities of significant value) as determined by a majority of all other Directors who satisfy the requirements of this subparagraph (f), which gain is offered in connection with such Director's service on the Board of Directors. A Director must disclose any offer of gain at an open meeting of the Board of Directors. Reimbursement of expenses associated with services to the Association does not constitute prohibited gain within the meaning of this subparagraph.

**21.5 Nominations:** Nomination for election to the Board may be made from any qualified Member. Any Member may nominate himself or herself as a candidate. Every qualified Member returning a candidacy form by the deadline established in any candidate solicitation shall be included on the ballot and in any associated ballot materials.

**21.6 Solicitation Materials:** Every Candidate and Member shall have equal access to the Association mailings, newsletters, and website during a campaign, if any such access is provided, for the publication of viewpoints reasonably related to any issue presented for membership vote.

**21.7 Content:** The Association does not edit or redact any content provided by a Candidate or Member. The Candidate or Member creating such content, and not the Association, is responsible for any published statement.

**21.8 Limitation on Publication Space Made Available:** So long as each Candidate and/or Member is provided the same opportunities for publication, the Association may restrict the availability of any publication by limiting the printing space made available or the number of words that will be included from each Candidate or Member included in the publication. In the absence of any other limitations adopted by the Board for any particular matter, each Candidate and/or Member shall be limited to no more than 200 words for any one publication. The Board may, in its sole discretion, present a candidacy questionnaire with questions for all interested Candidates and/or Members to complete. If such a questionnaire is provided, then the Association will only print the answers to such questions and may impose a limitation upon the number of words for the response to any question presented.

**21.9 Availability of Meeting Space:** Access to common area meeting space shall be made equally available, at no cost, to all Candidates and/or Members desiring to use such space for

any reason reasonably related to a membership vote. The Association may meet the requirements of this section by hosting a “Meet the Candidates Night”, or other such special meeting, so long as every Candidate and/or Member is provided with an equal opportunity to participate in the event.

**21.10 Ballot Distribution:** A ballot shall be distributed to every Member reflected in the Association membership list on the date that ballots are distributed. Replacement ballots will be provided upon request to anyone who was a Member as of the date when ballots were distributed. The Association shall not deny a ballot to a person with general power of attorney for a Member. A ballot submitted by a person with general power of attorney for a Member, if valid and returned by the applicable deadline, shall be counted by the Association. At least thirty (30) days prior to any election, the Inspector(s) of Election shall deliver or cause to be delivered: (1) a ballot to each Member reflected on the voting list; and (2) a copy of these election rules. Delivery of these election rules may be accomplished by posting them on an internet website and including on the ballot the corresponding internet website address together with, in at least 12-point font, the phrase: “The rules governing this election may be found here:”.

**21.11 Proxies:** The Association will not distribute proxies; however, every member entitled to cast a vote at a meeting of the members shall be entitled to vote either in person, or by proxy. In order to be valid, proxies must satisfy the requirements of California Civil Code Section 5130. The granting of a proxy shall not authorize the retrieval of any ballot previously cast. Ballots, once cast, are final and irrevocable.

**21.12 Inspector(s) of Election:** Prior to the presentation of any issue to the Members for a membership vote, the Board may appoint one (1) or three (3) Inspector(s) of Election. In the absence of a specific appointment by the Board, or in the event that an appointed Inspector is unable or unwilling to serve, then the Members in attendance at any duly held meeting of the Members at which a quorum is present may elect an Inspector or Inspectors to serve.

Any Inspector(s) of Election must be an independent third party. An independent third party may not be a person, business entity, or subdivision of a business entity who is currently employed or under contract to the Association for any compensable services other than serving as an Inspector(s) of Election. An Inspector may not be: (1) a Director; (2) a Candidate; (3) a Director's relations; or (4) a Candidate's relations.

The Inspector(s) of Election may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the Inspector(s) of Election deem appropriate, provided that the additional persons satisfy the eligibility requirements for service as an Inspector of Election.

In the absence of a more specific determination by the Inspector(s) of Election, the

Association's management company shall prepare and retain the association election materials (i.e., the candidate registration list, voter list, ballots, signed voter envelopes, and any proxies) for a period of three (3) years following any election.

Inspector(s) of Election shall perform all duties impartially, in good faith, to the best of their ability, as expeditiously as practical, and in a manner that protects the interest of all Members of the Association.

**21.13      Meeting Conduct:** Any counting of ballots shall be done at an open meeting of the membership or the Board of Directors. Any Candidate or Member may observe the count but shall stand at least five feet away from the Inspector(s) of Election. No person may harass, cajole or otherwise interfere with the Inspector(s) of Election while the count is taking place. Persons not specifically authorized to do so may not touch any secret ballot or other election materials. All ballots will be made available for inspection by any Candidate or Member during regular business hours at the Association's management office once the meeting is concluded. Any person violating this section may be asked by the Inspector(s) of Election or the meeting chair to leave the meeting to prevent further disruption.



**PORTOLA SPRINGS COMMUNITY ASSOCIATION  
SECTION 22  
PRIVACY POLICY**

- 22.1 California statute currently allows a member of an Association to request and obtain a membership list, including members' names and addresses. The requesting member can only obtain the membership list if he/she articulates in writing a purpose reasonably related to his/her interest as a member. Unless the Board determines that a request for the membership list is made pursuant to a purpose not reasonably related to the requester's interest as a member, the requester must be provided with the membership list, or offer a reasonable alternative, as provided in California Corporations Code Section 8330(c).
- 22.2 Newly adopted California Code of Civil Procedure Section 5300 (b)(1), effective July 1, 2006, allows a member to request to be removed from the membership list to prevent release of their private contact information to a member requesting the membership list. In order to opt-out of the membership list, you must notify the Association in writing. By opting out, you are notifying the Association that you prefer to be contacted via the alternative process described in Corporations Code Section 8330(c).
- 22.3 If you chose to opt-out of sharing your name, property address, and mailing address under the membership list, pursuant to Civil Code Section 5220, the opt-out designation shall remain in effect until changed by you, by written notification to the Association's Managing Agent.

PORTOLA SPRINGS COMMUNITY ASSOCIATION

PRIVACY POLICY FORM

If you do not want your name and address to be disclosed to other members in the Association and would like the Association to withhold your private information, you must now opt out of the sharing of your name, property address, and mailing address by completing this form. This opt-out shall remain in effect until changed by you.

**DESIGNATION FOR OPTING OUT OF PERSONAL INFORMATION DISCLOSURE**

- ☐ I/we opt out of the sharing of my/our name, property address, and mailing address under the membership list, pursuant to Civil Code Section 5220, and prefer to be contacted via the alternative process described in subdivision (c) of Section 8330 of the Corporations Code. This opt-out shall remain in effect until changed by me.
- ☐ I/we do not opt out of the sharing of my/our name, property address, and mailing address under the membership list.

Signature(s): \_\_\_\_\_  
Print Full Name(s): \_\_\_\_\_  
Property Address: \_\_\_\_\_

Please mail or email this form to:  
PORTOLA SPRINGS COMMUNITY ASSOCIATION  
Keystone Pacific Property Management, Inc.  
16775 Von Karman, Suite 100  
Irvine, CA 92606  
Attn: Accounts Receivables

VIA E-MAIL: [accounting@keystonepacific.com](mailto:accounting@keystonepacific.com)

THE MATERIAL CONTAINED WITHIN THIS PACKET IS NOT INTENDED TO BE SUBSTITUTED FOR THE SERVICES OF AN ATTORNEY. THE LAW AND ITS INTERPRETATION ARE CONSTANTLY CHANGING.

PLEASE CONSULT YOUR PROFESSIONAL ADVISOR REGARDING YOUR INVOLVEMENT IN THIS ASSOCIATION.