

RULES & REGULATIONS

PREPARED FOR

ELM PARK COMMUNITY ASSOCIATION

Adopted: 3-14-07

**ELM PARK COMMUNITY ASSOCIATION
RULES AND REGULATIONS**

TABLE OF CONTENTS

Membership Information	Page 2
Delinquency Policy.....	Page 3
Common Property Rules and Regulations	Page 6
Tenant Rules and Regulations.....	Page 8
Parking Rules	Page 9
Pet Rules	Page 11
Sign Rules (“For Sale & “Open House”).....	Page 13
Contractor Guidelines	Page 14
Pool / Spa Rules	Page 16
Park/Tot Lot Rules.....	Page 19
Vehicle & Pedestrian Gate Access.....	Page 20
Neighbor to Neighbor Dispute Policy.....	Page 21
Storm Drain Water Run-Off Policy	Page 22
Internal Dispute Resolution Policy	Page 23
Enforcement Policy.....	Page 25
Rules and Violation Report.....	Page 26
Fine Schedule.....	Page 27
Procedure for Hearing.....	Page 28
Election Rules	Page 29
Privacy Policy & Form	Page 31
Disclaimer	Page 33

**ELM PARK COMMUNITY ASSOCIATION
A PLANNED COMMUNITY
SECTION 1
MEMBERSHIP INFORMATION**

Elm Park 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.

Elm Park Community Association is a California non-profit corporation consisting of those Owners of Lots within the ultimate boundaries of the Association.

The purpose of the Association is to ensure that the Common Property 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 Declaration of Covenants, Conditions, Restrictions and Reservations (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.

Refer to the CC&R's Article I for Definitions & Interpretation of all key terms.

ELM PARK COMMUNITY ASSOCIATION
SECTION 2
DELINQUENCY POLICY

- 2.1 Assessments, late charges, interest collection costs and any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied.
- 2.2 Regular monthly assessments are due and payable on the first day of each month. A courtesy billing statement is sent each month to the billing address on record with the Association. However, it is the owner of record's responsibility to pay each assessment in full every month regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified by the Board in the notice imposing such assessment.
- 2.3 Any payments made shall be first applied to assessments owed, and, only after the assessments owed are paid in full, shall such payments be applied to late charges, interest and collection expenses, including attorneys', trustee or small claims fees, unless the owner and that Association enter into an agreement providing for payments to be applied in a different manner.
- 2.4 When any regular or special assessment remains unpaid fifteen (15) days past its due date, said assessment shall be subject to a late charge not exceeding ten percent (10%) of the delinquent assessment or ten dollars (\$10.00), whichever is greater in accordance with California Civil Code 1366, section (e)(2), unless the declaration specifies a smaller amount.
- 2.5 In accordance with California Civil Code 1366, section (e)(3), the Board of Directors may impose interest on all sums, including the delinquent assessment, reasonable costs of collection, and late charges, at a rate not to exceed twelve percent (12%) per annum, commencing 30 days after the assessment becomes due, unless the declaration specifies a rate of a lesser amount.
- 2.6 When any assessment remains unpaid forty-five (45) days past its due date, the Association, through its Management Company, shall mail a Pre-Lien Notification to the owner as required by Civil Code Section 1367.1 (a) by certified and first class mail, to the owner's mailing address of record advising you of the delinquent status of the account, impending collection action and the owner's right to request that the Association participate in the "meet and confer" program or in some form of internal dispute resolution process ("IDR"). The owner will be charged a fee of \$50.00 for the pre-lien notification, which shall be charged to the delinquent member's account.
- 2.7 Within fifteen (15) days from the date of the postmark of the Pre-Lien Notification, a delinquent owner may submit a written request to the Association to meet with the Board to discuss a payment plan for the amount set forth in the Pre-Lien Notification letter. The

Board shall meet with the delinquent Owner in executive session within forty-five (45) days of the date of the postmark of the written request. Each request is handled on a case-by-case basis. The Board is under no obligation to grant payment plan requests. Payment plans shall not interfere with the Association's ability to record a lien on an owner's separate interest to secure payment for the owner's delinquent assessments. If the Board authorized a payment plan, it may incorporate payment of ongoing assessments that accrue during the payment plan period. If a payment plan is approved, additional late fees from the Owner will not accrue while the owner remains current under the terms of the payment plan. If the owner breaches an approved payment plan, the Association may resume its collection action from the time the payment plan was approved.

- 2.8 If an owner fails to pay the amounts set forth in the Pre-Lien notification and fails to request IDR within thirty (30) days of the date of the Pre-Lien notification, the Board shall decide, by majority vote in an open meeting, whether to record a Notice of Delinquent Assessment (Lien) for the amount of any delinquent assessments, late charges, interest and/or costs of collection. This lien shall be recorded in the office of the County Recorder and mailed to the delinquent member. A fee not exceeding \$100.00 for lien processing work, and a fee not exceeding \$150.00 for preparation and mailing said Notice of Delinquent Assessment by the Agent, Trustee or Attorney employed by the Association, shall be charged to the delinquent member's account. The lien may be enforced in any manner permitted by law, including without limitation, a small claims judgment, judicial or non-judicial foreclosure. No charge shall be made to release the Association's Lien upon full reinstatement of the delinquent member's account.
- 2.9 The decision to foreclose on a lien must be made by a majority of the Board of Directors in an Executive Session meeting and the Board of Directors must record their votes in the minutes of the next open meeting of the Board. The Board must maintain the confidentiality of the delinquent owner(s) by identifying the matter in the minutes by only the parcel number of the owner's property. Prior to initiating any foreclosure sale on a recorded lien, the Association shall offer delinquent Owners the option of participating in IDR or Alternative Dispute Resolution ("ADR")
- 2.10 After thirty (30) days from recording the Notice of Delinquent Assessment, the Association may turn the members account over to the Association's Attorney or Trustee to enforce the lien by proceeding with judicial or non-judicial foreclosure sale when either (a) the delinquent assessment amount totals One Thousand, Eight Hundred Dollars (\$1,800.00) or more, excluding accelerated assessments and specified late charges and fees or (b) the assessments are delinquent for more that twelve (12) months. However, if the amount of the delinquent regular or special assessments is less than One Thousand, Eight Hundred Dollars (\$1,800.00) or less than twelve (12) months, the Board may decide to take a small claims court action. The Association is authorized under California law to charge the owner reasonable costs of collection for any action utilized.
- 2.11 "IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION"

- 2.12 An owner is entitled to inspect the Association's accounting books and records to verify the amounts owed on their account pursuant to Corporations Code Section 8333. If it is determined that the owner has paid the assessments on time, the owner will not be liable to pay the charges, interest, and costs of collection associated with collection of those assessments.
- 2.13 Owners have the right to provide a secondary address for mailing for purposes of collection to the Association. The owner's request shall be in writing and shall be mailed to the Association in a way that shall indicate that the Association has received it. An owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request.
- 2.14 Prior to recordation of the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and costs of collection, including attorneys' fees, must be paid in full to the Association. The mailing address for overnight payments of assessments is 16845 Von Karman, Ste 200, Irvine, CA 92606 unless the account has been turned over to the association's trustee or attorney, then the Owner would need to call said party for the full amount owed and their correct mailing address.
- 2.15 The foregoing policies and practices shall remain in full force and effect until such time as they may be changed, modified, or amended in their entirety, by a duly adopted Resolution of the Board of Directors of Elm Park Community Association. This policy is subject to change upon thirty (30) day written notice.

**ELM PARK COMMUNITY ASSOCIATION
SECTION 3
GENERAL RULES AND REGULATIONS**

- 3.1 Use of Common 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.
- 3.2 No Owner shall keep any materials of any kind or allow any activities to be conducted on his/her Lot or on Common Property which will increase the rate of insurance of Common Property or will result in the cancellation of insurance on Common Property or be in violation of any law. If, by reason of the occupancy or use of said premises by the Owner, the rate of insurance on Common Property shall be increased, the Owner shall become personally liable for the additional insurance premiums.
- 3.3 No Owner shall permit or allow any activity to be performed or any material of any kind to be kept within or upon his/her Lot which will obstruct or interfere with the rights of quiet enjoyment of the other occupants in the Community, or annoy them by unreasonable noises or otherwise, nor will any Owner commit or permit any nuisance on his/her Lot.
- 3.4 Each Owner shall place all rubbish, trash, garbage, waste and recyclable material in closed containers approved by the applicable Public Agency. Such containers shall be exposed to view of neighboring Lots only when set out for a reasonable period of time (not to exceed twelve (12) hours before and after scheduled trash collection hours).
- 3.5 No hazardous waste, substance or material shall be stored or permitted upon any portion of the Community, except in compliance with all applicable laws, ordinances and regulations of all applicable Public Agencies.
- 3.6 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. Owners are required to add sandbags to their Lots as necessary to prevent any storm water/mud run-off from their Lots to the Common Property, both pre and post-construction Owners 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.
- 3.7 **Except as superseded by any applicable law or ordinance (such as the operation of a daycare),** no Dwelling shall be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, vending or other nonresidential purposes.

- 3.8 Any Owner of a Lot in the Community may maintain a home-office and conduct business activities therefrom on the following conditions: (i) there is no external evidence of such activity; (ii) such activities are conducted in conformance with all applicable governmental ordinances; (iii) the patrons or clientele of such activities do not visit the Lot or park automobiles or other vehicles within the Community; (iv) the existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside of the boundaries of the Lot; (v) no such activity increases the liability or casualty insurance obligation or premium of the Declarant and/or the Association; and (vi) such activities are consistent with the residential character of the Community and conform with the provisions of the CC&R's.
- 3.9 Patios and/or balconies are to be kept free of storage. Storage shall be defined as items including towels, toys, bikes, shoes, boxes, clothes, construction material, etc. The Board has the right to determine if an item not mentioned on this list is considered storage. Items may not be draped on railings. Potted plants are limited to four (4) with a maximum size of 24" pots. Pots may not be placed on a railing and may only be placed on the patio or balcony deck with a saucer between the pot and the surface. One barbecue is permitted. Open fire pits or tables with propane "fire pits" are not permitted. One retractable umbrella with patio furniture set is permitted provided it is kept in good condition (no rips, tears, fading, mismatched sets).
- 3.10 Holiday decorations are permitted 14 days before and 14 days after the holiday, with the exception of Christmas type decorations which are permitted from Thanksgiving until January 15th. Decorations are limited to your Exclusive Use Area and to your Unit and shall not be placed in or across the Common Property.
- 3.11 Screen doors are not permitted, unless retractable style in which the frame must match the adjacent surface. Security style screen doors are not permitted.

**ELM PARK COMMUNITY ASSOCIATION
SECTION 4
TENANT RULES AND REGULATIONS**

- 4.1 The Owner shall have the responsibility to acquaint their tenants and guests with the Rules and Regulations of the Association.
- 4.2 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.
- 4.3 No Owner may rent or lease his/her Dwelling for transient or hotel purposes or for a period of less than thirty (30) days.
- 4.4 All rental and lease agreements shall be in writing and shall provide that the terms of such agreement shall be subject in all respects to the provisions of Association Documents, and that any failure by the tenant or lessee to comply with the terms of the Association's Documents shall constitute a default under such agreement.

ELM PARK COMMUNITY ASSOCIATION
SECTION 5
PARKING RULES

- 5.1 All streets within the Community are private streets. Curbside parking along the streets in the Community may be restricted.
- 5.2 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.
- 5.3 No Owner shall park overnight, store or keep on Common Property, on his/her Lot, on any street or elsewhere within the Community: (1) any large commercial type vehicle (e.g., stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks, and limousines, etc.); or (2) any recreational vehicle (including, but not limited to, campers, motorhomes, trailers, boats, aircraft, mobile homes, or other similar vehicles).
- 5.4 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, on the side of the street if permissible, or in his/her driveway; provided, however, in no event shall any vehicle extend into the sidewalk or beyond the curbline, impede access over any street or obstruct access to any mailbox. 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 Property or separate interest may be towed, at Owner's sole expense, without notice.
- 5.5 Each Owner shall keep in his/her garage readily available for parking of permitted vehicles and shall not store any goods or materials therein, nor use any portion of the garage for a workshop or other use if such storage or use would prevent said Owner from parking the number of vehicles therein for which said garage was originally designed and constructed.
- 5.6 If an Owner has fewer vehicles than garage parking spaces, such unused space(s) may be used for the storage of goods or other permissible use so long as the garage door remains closed at all times so that the stored goods or other use are not visible to other residents within the Community.
- 5.7 No Owner shall conduct major repairs to any vehicle of any kind whatsoever upon Common Property on his/her Lot, on any public street or elsewhere in 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.
- 5.8 All garage doors shall remain closed at all times, except as reasonably required for entry to and exit from the garage.

- 5.9 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.
- 5.10 Vehicles parked in the Common Property longer than 96 hours will be considered stored and may be towed at the Owner's expense.
- 5.11 Stored Vehicles as defined by California Vehicle Code shall be towed at the Owner's expense.
- 5.12 Vehicles parked in a shared driveway or in manner which blocks another's access to their driveway or garage may be towed at the Owner's expense.

ELM PARK COMMUNITY ASSOCIATION
SECTION 6
PET RULES

- 6.1 An Owner may keep within his/her respective Lot up to two (2) dogs or two (2) cats or one of each. In addition to dogs or cats, an Owner may keep small household caged pets (e.g., birds or fish), or (ii) subject to prior Board approval as provided herein, an “exotic animal”. Any Owner desiring to keep an “exotic animal” within his/her Lot shall make prior application to the Board for permission to keep an exotic animal. An “exotic animal” shall mean the type of snake or reptile which can grow to a length longer than two (2) feet, any form of livestock, any type of spider, any animal which is poisonous or which would pose a risk of harm to any person or to a common domesticated household animal if such exotic animal escaped from its respective Lot, or any other animal (other than a common domesticated household animal) which is designated by the Board, as constituting as an exotic animal.
- 6.2 The Board may, in its sole discretion, approve or disapprove such application, and may also impose such conditions upon the right to keep an exotic animal as the Board may deem appropriate, including, without limitation, requiring the Owner to construct a secure enclosure to prevent the animal from escaping, to give written notice to other Owners of the presence of such exotic animal, to obtain additional liability insurance, to reimburse the Association for any costs incurred by the Association as the result of the animal escaping, etc.
- 6.3 In all cases, animals may only be kept in accordance with applicable City/County ordinances and codes, and may not be kept, bred or maintained for any commercial purpose or in unreasonable numbers as determined by the Board, from time to time.
- 6.4 Each Owner shall be responsible for cleaning up any excrement or other unclean or unsanitary condition caused by his/her animal(s) anywhere within the Community.
- 6.5 All animals must be kept either within an appropriate enclosure, or the yard or patio, or on a leash held by a person capable of controlling the animal.
- 6.6 The Board shall have the right to prohibit maintenance of any animal within the Community (including any common domesticated household animal or any previously approved exotic animal) which, in the opinion of the Board, constitutes a nuisance to any other person.
- 6.7 Every person keeping an animal within or bringing an animal into the Community shall be liable pursuant to the laws of the State of California to any and all persons for any injury to persons or damage to property caused by such animal.
- 6.8 Problems associated with animals, including noise disturbances and defecation must be directed to Animal Control.

6.9 No animals, including dogs, cats, birds and other domesticated animals, are permitted in the pool area or pool park area at any time.

ELM PARK COMMUNITY ASSOCIATION
SECTION 7
SIGNAGE RULES

- 7.1 No sign or billboard of any kind shall be displayed to the public view on any portion of the Common Property excluding signs used by Declarant in connection with the development of the Community and sale or lease of Lots.
- 7.2 In accordance with Section 712 of the California Civil Code, an Owner may display on his/her Lot 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 or the Owner's or agent's address and telephone number. As provided in Section 712 of the California Civil Code, a sign which conforms to an ordinance adopted in conformity with Section 713 of the California Civil Code shall be deemed to be of reasonable dimension and design.
- 7.3 Only one for sale sign is permitted per dwelling.
- 7.4 No signs are permitted on Common Property except for one "Open House" directional sign per unit at intersections; however, in no case can there be more than one "Open House" directional sign per corner.
- 7.5 Signs other than Association approved signs will be removed from the Common Property property and stored at a central location for pick up by the real estate agent or owner. Signs not picked up within 48 hours may simply be disposed of.
- 7.6 The Owner of the property of sale is solely responsible for adherence to this and Association policies and guidelines.

**ELM PARK COMMUNITY ASSOCIATION
SECTION 8
CONTRACTOR GUIDELINES**

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

- 8.1 Contractor shall abide by all traffic safety rules and signs, posted and otherwise. The Association is a family community – watch for children playing.
- 8.2 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.
- 8.3 Contractors shall not leave vehicles, equipment, trash, construction debris or material on streets overnight.
- 8.4 Contractors shall adhere to all Local Ordinances in the performance of work.
- 8.5 Portable toilets are not allowed unless approved by the Board in writing.
- 8.6 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 shared driveways, streets, or Common Property.
- 8.7 Community landscaped areas and sidewalks shall be protected during construction. The Association will repair any damage to the Common Property 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.
- 8.8 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.
- 8.9 No construction equipment, materials, debris or trash shall be allowed to accumulate or be stored on the Properties.
- 8.10 Contractors shall not bring or use alcohol or recreational drugs on site.

- 8.11 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.
- 8.12 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.
- 8.13 All construction activity must comply with local governmental codes/permits as well as plans approved by the Association's Design Review Committee.
- 8.14 At the end of the work day, 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.
- 8.15 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.
- 8.16 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).

ELM PARK COMMUNITY ASSOCIATION
SECTION 9
POOL/SPA RULES

9.1 Pool Facility Hours: 6:00 AM to 10:00 PM Sunday – Thursday
6:00 AM to 11:00 PM Friday & Saturday

9.2 Reservations

- ❖ Individual Owners may not reserve pool area facilities for exclusive use.

9.3 Pool Manager

- ❖ Any problems should be reported immediately to management.

9.4 General Pool Facility Rules

- 9.4.1 Owners are permitted to host no more than ten guests in the pool area at any given time provided the resident sponsors and their guests are courteous of the neighbors and control noise.
- 9.4.2 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. Children under the age of 13 must be accompanied by an adult resident at all times.
- 9.4.3 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.
- 9.4.4 Use of the pool facilities and Common Property is a privilege which is enjoyed by all Owners or occupants, however, consideration of others concerning noise is also important.
- 9.4.5 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.
- 9.4.6 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.
- 9.4.7 Owners are not permitted to bring additional furniture and/or equipment into the pool area.
- 9.4.8 Guests may make use of the swimming pool only when accompanied by the resident host. Guests not accompanied by a resident host will be asked to leave the premises immediately.

- 9.4.9 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.
- 9.4.10 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.
- 9.4.11 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.
- 9.4.12 For shoulder length hair or longer, it is recommended that hair be tied back, braided or cap worn (hair clogs the drains.)
- 9.4.13 The following rules shall apply:
- i. No running or "horse play" on pool deck.
 - ii. No "horse play" in the swimming 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 toys in pool area.
 - vii. No glass bottles or other glass containers/objects inside fenced area.
 - viii. No pets or animals inside fenced area.
 - ix. No unduly loud or disturbing noise inside the fenced area.
 - x. No radios/playback sound devices without headsets inside the fenced area.
 - xi. No diving from benches, tables or other facility structures inside the fenced area.
 - xii. 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.
 - xiii. No "boogie boards".
 - xiv. No smoking.
 - xv. No pool furniture in the pool.
 - xvi. 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.
 - xvii. Alcohol is strictly prohibited in the pool area.
- 9.4.15 Any damage to equipment or furnishings must be reported promptly. Residents responsible for the damage will be required to immediately reimburse the Association for losses related to the damage.

- 9.4.16 The “buddy system” is recommended to be used by all swimmers at all times. For safety no one should swim alone.
- 9.4.17 All gates must remain closed and locked at all times.
- 9.4.18 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 Owner. Non-resident violators will be turned over to the police as trespassers.
- 9.4.19 Violation of these rules may result in a verbal warning, time-out period, ejection for the day or suspension of privileges.

9.5 Spa

- 9.5.1 Persons under the age 13 years old or under must be accompanied by an adult resident at all times.
- 9.5.2 Children 5 years old or younger may not use the spa at any time.

9.6 Cabanas/Barbecue Area

- 9.6.1 The kitchen cabana is available on a first come, first serve basis.
- 9.6.2 The lounge cabana is available on a first come, first serve basis.
- 9.6.3 The barbecue(s) are available on a first come, first serve basis Monday thru Thursday or by reservation Friday thru Sunday. Reservations are limited to one (1) time per month per resident.
- 9.6.4 Residents are responsible for clean-up and/or damages after use of the facilities.

ELM PARK COMMUNITY ASSOCIATION
SECTION 10
PARK/TOT LOT RULES

- 10.1 Park hours are from dawn until dusk, unless reserved by the Association for special events.
- 10.2 Children under the age of 12 should be supervised by Resident parents/guardians/persons at all times.
- 10.3 Use of the Common 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.
- 10.4 The Park area is for the use of Association Residents and their guests. Guests must be accompanied by a Resident at all times. Resident shall be responsible for the conduct of their guests.
- 10.05 The Park may not be used for commercial purposes other than those endorsed by the Association.
- 10.6.1 Regularly scheduled community events, specifically Elm Park Community functions, have priority for park and facility use.
- 10.06.2 Designated BBQ areas and tables may be reserved Friday through Sunday as available. Resident must complete a reservation form and submit the required refundable deposit of \$50.00 before a BBQ area is confirmed reserved. Deposits will not be refunded if excessive damage or cleaning to the area occurs. Checks should be made payable to Elm Park Community Association. If payment and the signed reservation form are not received within seven (7) business days from the date a reservation is made, then that reservation time will be forfeited and made available to other residents. You may obtain the reservation form by contacting management directly. **A RESERVATION DOES NOT INCLUDE POOL AREA.**
- 10.06.03 BBQ and picnic areas are available for a maximum of 25 guests by reservation only, BBQ area may only be reserved on Friday thru Sunday. BBQ area reservations must be reserved no less than fourteen (14) days in advance of the event. Cancellations of an event, if received in writing seven (7) days prior to an event, will result in a full refund of the reservation deposit. Cancellations received less than seven (7) days prior to an event will result in no refund of the reservation deposit, unless approved by the Board of Directors.
- 10.06.04 Residents may only reserve the BBQ area once a month. Residents wishing to reserve the area more than once a month must seek approval from the Board of Directors. Residents may only reserve area in four (4) hour increments. Hours available are as follows: 9:00 A.M. to 1:00 P.M., 1:30 P.M. to 5:30 P.M., and 6:00 P.M. to 10:00 P.M.

- 10.7 All Residents hosting a (either by reservation or on a first come first served basis) 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, above the normal wear and tear, that occurs to the facility, including failure to adequately clean up the area used by the Resident, the Association shall have the right to hold a hearing and thereafter assess the Resident and to withhold some or all of a deposit to cover any damage and/or clean up to the facility that results from the Resident's reservation and/or use of the facility.
- 10.8 Management reserves the right to close the park at any time in order to repair, clean and maintain premises.
- 10.9 Skate boarding, roller blading, and motorized equipment (i.e. scooters) are prohibited at all times.
- 10.10 Residents who procure a bounce house must name the Association and the Management Company as additional insured by endorsement to their Owner'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.

ELM PARK COMMUNITY ASSOCIATION
SECTION 11
VEHICLE & PEDESTRIAN GATE ACCESS

- 11.1 **Garage Door Openers/Gate Opener**
Two (2), two button garage door openers (one button operating the garage and one button operating the entry gate) will be issued to each Lot in the Association for the 1st Owner only (sale from developer to 1st Owner). Additional or lost openers will require a non-refundable fee of \$50.00 per opener prior to issuance. Upon the sale or transfer of the Lot, the openers must be transferred to the new Owner.
- 11.2 **Pedestrian Gate/Pool Area Keys**
Two (2) keys will be issued to each Lot in the Association for the 1st Owner only (sale from developer to 1st Owner). Lost keys will require a non-refundable fee of \$25.00 per key prior to issuance.
- 11.3 **Gate Directory**
Upon receipt of the Gate Programming Form, the gate directory will be updated within five (5) business days.
- 11.4 **Members and residents must comply with all rules posted at any gate house.**
- 11.5 **Tenants**
Owners are responsible to provide their keys to tenants, if applicable. An Owner who chooses to rent their home to a tenant also transfers their access rights to all facilities.
- 11.6 **Key Limit**
Owners may purchase up to two (2) keys per home only.
- 11.7 **Transfer / Resale to New Owner/Buyer**
It is the previous Owner's responsibility to transfer their keys and gate clickers to a new buyer.

It is not the responsibility of the Association to insure the transfer. If the new owner does not receive keys or gate clickers at the point of sale, they will be required to pay \$25 per key and \$50 per gate clicker.
- 11.5 **Members and residents must comply with all rules contained within the governing documents of the Association and any rules posted at the facilities. Failure to abide by rules may result in loss of privileges for the facilities.**

**ELM PARK COMMUNITY ASSOCIATION
SECTION 12
NEIGHBOR TO NEIGHBOR DISPUTE POLICY**

Nothing herein is intended to be construed as an attempt to relieve the Association or the Board of Directors from any of its duties under the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for the Association or any other Governing Documents of the Association. This Policy only establishes a prerequisite to Association involvement in certain, limited, "Neighbor to Neighbor Disputes".

12.1 DEFINITIONS

1. "Neighbor to Neighbor Dispute" shall mean a dispute or complaint (s) lodged by one Lot Owner against another Lot Owner which, in the Board's sole discretion, would not be in the best interest of the Association to pursue.
2. "Written Certification" shall mean a letter signed by the disputing parties, certifying that one party requested the other party to submit the dispute for resolution and, either mediation was completed or the other party refused to submit the dispute to mediation.

12.2 POLICY TERMS

1. When a dispute or complaint is brought to the attention of the Board regarding interpretation of rights under, or enforcement of, the governing documents, the Board shall, at its next scheduled meeting, discuss the complaint or dispute and make a reasonable business judgment decision based upon the particular facts as to whether or not it constitutes a Neighbor to Neighbor Dispute.
2. If the Board finds that the complaint or dispute constitutes a Neighbor to Neighbor Dispute, it shall notify the parties of the Neighbor to Neighbor Dispute of its decision.
3. The parties to the Neighbor to Neighbor Dispute shall be required to attempt to submit their dispute to mediation prior to seeking association involvement in resolving the dispute. This may be accomplished by complaining party serving the other (responding) party(ies) with a Request for Resolution in accordance with California Civil Code Section 1369.530 et. seq.
4. Upon receiving Written Certification that the parties first attempted to resolve the Neighbor to Neighbor Dispute through ADR, the Board shall determine whether a violation of the Declaration or governing documents exists which requires Association action, whether Association enforcement is required under the particular circumstances and, if so, the action to be taken in accordance with Association Notice and Hearing procedures.

**THIS POLICY SHALL BE INAPPLICABLE TO ANY COMPLAINTS OTHER THAN
NEIGHBOR TO NEIGHBOR DISPUTES.**

**ELM PARK COMMUNITY ASSOCIATION
SECTION 13
STORM DRAIN WATER RUN-OFF POLICY**

- 13.1 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”.
- 13.2 Any assessment related to storm drain violations and collection thereof will be subject to the Delinquency Policy of the Association.

**ELM PARK COMMUNITY ASSOCIATION
SECTION 14
INTERNAL DISPUTE RESOLUTION POLICY**

Pursuant to Civil Code § 1363.820, 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 Owner involving the parties' rights, duties, or liabilities under the Davis-Stirling Common Interest Development Act, Civil Code § 1350 *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.

- 14.1 (a) The Internal Dispute Resolution (IDR) process may be begun by either the Association or the Owner (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 an Owner, the Association shall participate. If the process is invoked by the Association, the Owner may elect not to participate in the procedure. Should the Owner elect not to participate in the procedure, however, the Owner 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 an Owner is the responding party and agrees to participate in IDR, the Owner shall return a written response ("the Response") accepting the Association's Request for IDR.
- 14.2 (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 an Owner, the Board shall inform the Owner 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 Owner 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 Owner'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 Owner shall not be charged a fee to participate in such a 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.

- 14.3 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 Owner decide to bring his/her/its attorney to the meet and confer or mediation, the Owner 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.
- 14.4 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 Owner and the Board's representative(s) reach an agreement in principal regarding the manner in which the dispute may be resolved, they shall put the agreement in writing and the Owner 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 Owner. 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 Owner 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.
- 14.5 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 Owner 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 Owner 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 Owner 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 Owner's receipt of the Board's written decision. If the Association requested IDR and the Owner refused to participate in the process, the Board of Director's decision shall be final and not subject to reconsideration or appeal.

**ELM PARK COMMUNITY ASSOCIATION
SECTION 15
ENFORCEMENT POLICY**

Discovery of Violation

- 15.1 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.
- 15.2 In the event one or more Owners 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 Elm Park 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; (d) temporarily suspend rights to use any common recreational amenities located on the Elm Park Community Association; (e) enter upon a Unit 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.

**ELM PARK COMMUNITY ASSOCIATION
SECTION 16
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: _____
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 (909) 421-7203.
COMPLAINTS REGARDING NOISE DISTURBANCES MUST BE DIRECTED TO
THE POLICE DEPARTMENT AT (909) 820-2603.**

**ELM PARK COMMUNITY ASSOCIATION
SECTION 17
FINE SCHEDULE**

- 17.1 A letter will be sent to the Owner stating the alleged violation.
- 17.2 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.
- 17.3 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 Owner's account.
 - b) For all other violations, other than damage to Common Property, a fine of \$250.00 will be applied to the Owner's account.
 - c) For tree topping and any other intentional damage to Common Property, a fine of \$2,500.00 will be applied.
- 17.4 If the violation continues past the hearing and first fine stage, additional hearings will be scheduled with the Owner and the fines may continue with each hearing. Any fines not paid may result in legal action in accordance with California law.
- 17.5 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 Elm Park Community Association.
- 17.6 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 Common Property, repair and replacement costs will be charged to that party.

**ELM PARK COMMUNITY ASSOCIATION
SECTION 18
PROCEDURE FOR HEARING**

Procedure:

- 18.1 Introductions and hearing session procedures.
- 18.2 Statement of alleged violation by acting chairperson.
- 18.3 Invitee's statement and presentation of oral or written evidence.
- 18.4 Review of CC&R requirements, Bylaws, and Rules and Regulations of the Elm Park Community Association.
- 18.5 Discussion and questioning of the invitee by the Board.
- 18.6 Questions and final statement by invitee.
- 18.7 Owner is thanked for coming and told that they will be notified of the Board's decision within fifteen (15) days.
- 18.8 Board ruling without Owner present.
- 18.9 Enforcement procedures as applicable.
- 18.10 Adjournment.

ELM PARK COMMUNITY ASSOCIATION
SECTION 19
ELECTION RULES

19.1 **Application of Rules:** These rules shall apply to any meeting of the membership or solicitation of membership approval by a ballot vote.

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

Class A Members. Class A Members are all Owners except Declarant for so long as the Class B membership exists.

Class B Members. The Class B Member is Declarant.

The Board may fix a record date in accordance with Corporations Code Section 7511 or as addressed in the Bylaws.

Following Notice and Hearing in compliance with Corporations Code section 7341, the Association's Board of Directors may terminate or suspend any Owner's right to vote as a penalty for violation of the Association's governing documents.

The authenticity, validity and effect of all ballots shall be determined by the Inspector(s) of Election on the night of any election. The polls for any vote of the membership shall be open from the date the Secret Ballot is mailed and shall be closed at the time that envelopes are opened, unless the Inspector determines another time for the polls to close. The polls for any vote of the membership shall close when the Inspector(s) of Election has determined that the ballots shall be counted.

19.3 **Qualifications of Candidacy on the Board:** Candidates for the Board must meet the qualifications set forth in the Bylaws Article II.

19.4 **Nominations:** Nominations will be solicited by candidacy statements being sent out by management on behalf of the association prior to the annual election and must be returned by the date specified in order to be sent with the balloting materials.

19.5 **Solicitation Materials:** Every Candidate and Member shall have equal access to the Association mailings, newsletters, and website, if any access is provided, for the publication of view points reasonably related to any issue presented for membership vote.

19.5.1 **Content:** The Association shall not edit or redact any content from these messages, but may include a statement specifying that the Candidate or Member, and not the Association, is responsible for the content of any published statement.

- 19.5.2 **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 more restrictive limitations adopted by the Board for any particular matter, each Candidate and/or Member should 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.
- 19.6 **Proxies:** Every member entitled to cast a vote at a meeting of the members shall be entitled to vote either in person, or by proxy. The Association shall make available to owners upon written request, proxy materials for use at any meeting of members whereat the members are entitled to vote. The granting of a proxy shall not authorize the retrieval of any ballot previously cast. Ballots, once cast, are final and irretrievable.
- 19.7 **Availability of Meeting Space:** Access to Common Property 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.
- 19.8 **Selection of Inspector of Election:** Prior to the presentation of any issue to the members for a membership vote, the Association shall appoint one (1) Inspector of Election. The Inspector appointed by the Board may be any person or entity other than: (1) a Director; (2) a Candidate; (3) a Director’s relations; or (4) a Candidate’s relations. The appointed Inspector of Election must be an independent third party and may include, but not be limited to, a Member of the Association or any person or entity employed by and receiving compensation from the Association.
- 19.9 **Meeting Conduct:** Any inspection 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). Candidates and/or Members may not harass, cajole or otherwise interfere with the Inspector(s) of Elections while the count is taking place. Members or 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 of Elections to leave the meeting to prevent further disruption.

ELM PARK COMMUNITY ASSOCIATION
SECTION 20
PRIVACY POLICY

- 20.1 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).
- 20.2 Newly adopted California Code of Civil Procedure Section 1365.2 (a)(1)(I)(iii), 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).
- 20.3 If you chose to opt-out of sharing your name, property address, and mailing address under the membership list, pursuant to Civil Code Section 1365.2(A)(1)(I)(iii), the opt-out designation shall remain in effect until changed by you, by written notification to the Association's Managing Agent.

ELM PARK 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 1365.2(A)(1)(I)(iii), 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, fax or email this form to:

ELM PARK COMMUNITY ASSOCIATION
 Keystone Pacific Property Management, Inc.
 16845 Von Karman, Suite 200
 Irvine, CA 92606
 Attn: Accounts Receivables
 VIA FACSIMILE: (949) 833-0919

VIA E-MAIL: 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.**