

SORRENTO AT PORTER RANCH RULES AND REGULATIONS

Rules and regulations may be adopted by the Board as it deems proper for the use and occupancy of the Properties. (CC&R 5.3)

Signs (CC&R 7.8)

< No sign, poster, billboard, balloon advertising device, or other display of any kind is allowed except as provided below and by California Civil Code §§ 712, 713, and 1353.6.

< Signs that advertise contractors are prohibited.

< Alarm and security service signs are permitted.

< Real Estate Signs:

For sale or lease signs may not be larger than 18" by 30" in size.

Signs may not be attached to the ground by any means other than a conventional single stake which may not exceed 2" by 3" in diameter and may not exceed 36" in height.

< Posts, pillars, frames, or similar arrangements are prohibited.

< Colors and style must be approved by the Architectural Committee.

Animals (CC&R 7.9)

< No animals except dogs, cats, fish, and other customary household pets may be kept or maintained; they are permitted only in reasonable quantities and only so long as they do not unreasonably disturb other owners or tenants.

< Pets are not permitted in the pool areas including the playground.

< The person walking the dog is responsible for the removal of the droppings of such dog, and dogs must not spray on other people's property.

< All dogs must be on a leash while in common or public areas.

< Cats shall not be left to roam through the development.

< Pets should not be left unattended in house or yards if in doing so they create a nuisance.

- < Pet food may not be left out on patios or in yards.
- < Persistent noise by any animal (e.g. excessive barking) is a violation of these Rules and Regulations.
- < Damage to any Association Property by pets (e.g. lawns, shrubbery) will be the responsibility of the pet owner.

Nuisances Including Noise (CC&R 7.10)

- < No noise or other nuisance shall be permitted to exist so as to be offensive or detrimental to any other lot or common area in the properties or to its occupants.
- < Noise including that from loud vehicles.
- < No exterior speakers, horns, whistles, bells or other sound device (other than security devices used exclusively for security purposes), or other items which may unreasonably disturb other Owners or their tenants may be located, used, or placed on any portion of the Properties without the prior written approval of the Architectural Committee.
- < No loud radios are allowed.
- < No loud noise after 10:00 p.m. during the week and midnight on Friday and Saturday nights.
- < Cars and motorcycles should have proper mufflers to mitigate the noise of the engine.
- < No live bands allowed without the consent of the Association.
- < No noisy power equipment is allowed.
- < No unlicensed off-road motor vehicle is allowed.
- < No transmission is allowed which may unreasonably interfere with TV, radio, or other items which may unreasonably disturb other owners.
- < Car alarms are permitted provided that such devices do not produce annoying sound or frequently occurring false alarms.
- < Owners are responsible for any unreasonable noise caused by any animal brought or kept upon the property by an owner.

Commercial Activity (CC&R 7.1)

- < No industrial or commercial activity (including garage sales) shall be conducted from or within any home or in the common property, except as expressly permitted by the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Sorrento at Porter Ranch ("Declaration").
- < No lease or rental of any home may be for a term of less than thirty (30) days.

Vehicle Use and Parking for Residents and for Guests and Speed Limits (CC&R 7.4)

- < Speed limit is 25 mph.

Authorized Vehicles are as Follows:(CC&R 7.4.2)

- < Passenger vehicles.
- < Motorcycles.
- < Passenger vans of ten (10) or fewer capacity.
- < Pick-ups three-quarter (3/4) ton and less.

Prohibited Vehicles (CC&R 7.4.3)

- < Recreational vehicles (e.g., motor homes, travel trailers, camper vans, boats, etc.)
- < Commercial-type vehicles (trucks, step vans, limousines, etc.).
- < Buses and vans intended for more than ten (10) people.
- < Vehicles with more than two (2) axles.
- < Inoperable vehicles or vehicle parts.
- < Vehicles wider than eighty-four (84) inches.
- < Any other vehicle that is determined to be a nuisance by the Board.

Parking (CC&R 7.4.4)

- < All vehicles (except for vehicles of guests) must be parked in the assigned parking space or garage of that Owner to the extent of the space available;

provided that each owner shall ensure that any such parking space or garage accommodates at least the number of Authorized Vehicles for which it was originally constructed. Garages must be used only for parking vehicles, and may not be used for storage, living, recreational, business, or other purposes. Driveways may not be used for parking purposes if the Owner's garage is not being utilized to the maximum designed capacity for the parking of vehicles. For example, if the Owner has a two-car garage and only two cars, both cars must be parked in the garage and no car may be parked in the driveway. If the Owner has five cars and a two-car garage, only one car may be parked on the street.

- < Parking on the street is for guest parking only, unless the Board has designated an assigned parking space to an Owner on the street. (CC&R 7.4.5).
- < Garage doors shall be kept closed at all times, except as reasonably required for ingress to and egress from the interiors of the garages. No repairs or restorations of any motor vehicle, boat, trailer, aircraft, or other vehicle or equipment may be conducted upon any street. Such activity within an enclosed garage may not be undertaken as a business, and provided further that such activity may be prohibited entirely if it is determined by the Board to be a nuisance. (CC&R 7.4.4).
- < No car may be left parked in one place on the street for more than forty-eight (48) hours.
- < Cars may not be parked so as to block the driveway of other homeowners.
- < The storage of inoperable or unregistered vehicles is prohibited on streets or in driveways. Such vehicles left on the street will be reported as "abandoned" and towed away at the owner's expense.

Trash

- < Discarded furniture and other large household items may not be left outside one's house longer than twenty-four (24) hours. Residents must make arrangements for pickup of large items.

7.10 (CC & Rs): "No rubbish or debris of any kind may be placed or permitted to accumulate anywhere within the properties, and *no odor* may be permitted to arise therefrom so as to render the properties or any portion thereof *unsanitary, unsightly, or offensive* from *any public or private street or from any other Lot in the vicinity thereof or to its occupants.*" [*Emphasis added*]

7.15 (CC & Rs): "*No unsightly articles*, including clotheslines and trash dumpsters, are permitted to remain on any portion of the Properties so as to be visible from any public or

private street or from any other Lot, Common Area or Association Property. Without limiting the generality of the foregoing, at all times *refuse, garbage, and trash must be kept in covered, sanitary containers* designed for such purpose and located within enclosed areas. Trash containers may be put out for pickup for a reasonable period of time (*not to exceed twelve (12) hours before and after scheduled trash collection hours*)" [Emphasis added]

7.16 ". . . No trash dumpsters are allowed in any driveway or other exposed areas, or any street (public or private) within the Properties for more than four (4) consecutive calendar days, *unless first approved in writing by the Architectural Committee in connection with Architectural Committee approved Construction Activities, and then subject to such conditions and requirements as may be specified by the Architectural Committee.*" [Emphasis added]

< Trash dumpsters, portable potties, temporary structures of any kind, and any other construction-related hardware, which can include, but is not limited to, vehicles, tools, equipment, materials, landscape, hardscape, and machinery of any kind, shall be placed only on the Lot being improved, and only during such time as is approved by the Architectural Committee in advance in writing, and subject to any conditions and requirements established by the Architectural Committee.

< In addition, trash dumpsters, portable potties, temporary structures of any kind, and any other construction-related hardware are not allowed to extend on to any public or private street unless it can be shown that such a placement is necessary and first approved in writing by the Architectural Committee. In no event, shall such placement of trash dumpsters, portable potties, temporary structures of any kind, or any other construction-related hardware be disposed on a public or private street in front of or directly adjacent to neighboring lots, but instead such placement shall extend onto the public or private street directly in front of the Lot being improved only to the extent the Architectural Committee has approved such placement in advance in writing.

Pool Area Rules

< Hours: 8:00 a.m. to 10:00 p.m, Sunday through Thursday; 8:00 a.m. to Midnight, Friday and Saturday.

< Shower to remove oil or lotion before entering pool.

< Proper swimming attire must be worn when using the pool and spa; no cutoffs, dungarees, or Levi's.

- < No toys or Styrofoam is allowed in the pool. Floats allowed only if pool is not overcrowded.
- < No pets allowed within gated pool area or left tied and unattended nearby.
- < Drinks only in unbreakable containers; no Styrofoam in any form.
- < Children under fourteen (14) years of age must be accompanied by an adult at all times.
- < No children under fourteen (14) years of age are permitted in the Jacuzzi.
- < No loud radios or unnecessary noise is permitted.
- < No running, horseplay, jumping, or diving is allowed.
- < Only Sorrento residents and their guests may use the pool and spa.
- < No articles, including clothes or towels, shall be hung on exterior walls or fences of the pool area.
- < Action of any nature causing injury to persons or damage to property is forbidden.
- < Keep pool area clean. Trash is to be disposed of in available containers.
- < NO LIFEGUARD IS ON DUTY. Those who utilize the pool areas assume full responsibility for their own safety.
- < Intoxication in the pool areas is prohibited. No illegal drugs or alcoholic beverages may be brought into the pool and spa areas.
- < Any person having any skin disease, sore or inflamed eyes, cough, nasal or ear discharge, or any communicable disease shall not use the pool or Jacuzzi.
- < The use of soap products in pools or spas is prohibited.
- < Entrances to the pool areas are to be locked AT ALL TIMES. Entrance to the pool areas and their restrooms is by pool key only. Pool keys are the responsibility of the individual homeowners and tenants. Pool access by any other means than by using the pool key is prohibited. Anyone climbing fences will be fined. Pool keys cannot be duplicated.
- < Replacement keys are available for a charge from the management company.

- < It is the responsibility of those using the pool areas to keep those areas clean.
- < No glass objects are allowed in the pool areas.
- < Radios, televisions, etc. with an electric cord are not allowed in the pool or spa areas.
- < Pool furniture is not to be removed from the pool areas. If residents bring their own furniture, they are not to leave it unattended for more than thirty (30) minutes. Pool chairs and lounges may not be reserved. The chairs and lounges are for everyone's use while enjoying the pool.
- < Soiled diapers may not be deposited or emptied in the trash bins in the pool area.
- < No pool activity should interfere with other resident's enjoyment of the facility.

Responsibility for Renters/Guests (CC&R 7.7)

- < The owner of any home that rents or leases their home must provide the names of all the tenants that will be living there. This information must be provided to the management company.
- < It is the owners' responsibility to inform their tenants of the Rules and Regulations. The lease or rental agreement shall include the following language: "The terms of this Agreement are subject in all aspects to the provisions of the Declaration of Covenants, Conditions and Restrictions, By-Laws, and Association Rules and Regulations (collectively "Restrictions"). Any failure by the lessee to comply with the terms of the Restrictions will constitute a breach of this Agreement."
- < Renters must acknowledge receipt of the Rules by signing the following:
 - < "The undersigned, as lessee, or tenant, acknowledges that he/she is familiar with all Restrictions of the Association and agrees to abide by them."
- < The Association must be provided with a copy of this page of the fully executed lease or rental agreement. The wording in the lease can be used by the owner as proof that the tenant promises to obey the Restrictions.
- < Owners must provide an emergency telephone number so that the management company can reach them if necessary.
- < Owners are responsible for the violation of the Restrictions by tenants or guests.

Architectural Controls (CC&R Article VIII)

- < As outlined in the CC & R's plus the following:
- < All structural or non-structural alteration, modification, or construction to the exterior of a house, fence, patio, or other structure within Sorrento requires prior written approval by the Board with the recommendation of the Architectural Control Committee.
- < No window in any home shall be covered in part or in whole inside or outside, with aluminum foil, newspaper, paint, blankets, sheets, towels, or any other material reasonably deemed inappropriate for such use by the Association.
- < Garage doors and front doors may not be replaced without approval by the Board of Directors with the recommendation of the Architectural Control Committee. (**Architectural Guidelines 4.22**)
- < Portable basketball hoops will be permitted on the street between the hours of 9:00 a.m. and dusk while the basketball equipment is being used, provided that normal traffic is not interfered such use does not constitute a nuisance to homeowners. If the equipment (backboard/hoop) is not in use, it must be stored out of sight in a garage or lying down in the patio/yard area. Violators will be subject to violation
- < assessments. In addition, any equipment left on Association property may be disposed of by the Association.

Security

- < Keep all gates closed; do not prop open. No keys shall be duplicated.

Holiday Lights and Other Outside Additions and Conditions (Architectural Guidelines 4.13)

- < Holiday lights and other decorations shall not be installed on the exterior of buildings before Thanksgiving and must be removed no later than February 1 of the following year.

Antennae (CC&R 7.5)

- < No radio or TV antenna or aerial may be erected or installed upon the exterior of any home or upon the common area. Exception: small satellite dishes "Authorized Antenna" may be installed so long as the proposed location for such installation is reviewed by the Architectural Committee. (**Architectural Guidelines 9.0**)

Other

- < No outside clotheslines or other clothes drying or airing facility shall be installed, maintained, or used that are visible from the common area. This includes the drying of wet towels or clothing over the fences.
- < Each owner or tenant shall maintain the interior of the unit and the yard in good condition and repair. This includes wood removal, lawn, shrub, and tree maintenance.

Procedure for Complaints (Article VII of the Bylaws)

- < All complaints must be submitted in writing to the management company for consideration by the Board of Directors. **(Bylaws 7.1)**.
- < Complaints from tenants must be submitted and signed by the homeowner requesting corrective action. The Association will not take action if the homeowner is unwilling to make a written complaint on behalf of his tenant.
- < Procedure for resolving complaints against homeowners is set forth in Article VII of the By-Laws:

Initial Complaint. (7.1)

- < Persons who believe a violation of the "Restrictions" has occurred may file a complaint with a person designated by the Board on a form approved by the Board. The Board will commence the enforcement process. In its discretion, the Board may issue one or two violation letters to the person alleged to have committed the violation ("respondent") or set a hearing. The Board may direct the Manager to assist the Board in any of the steps the Board chooses to take in enforcing the Restrictions except that decisions made at hearings must be made by the Board.
- < Scheduling Hearings. A hearing before the Board to determine whether a sanction should be imposed may be initiated by the Board after receipt of at least one (1) complaint. To initiate a hearing, the Board will deliver a notice to the respondent as provided in Section 7.2 of the By-laws. The date for the hearing may be no less than fifteen (15) days after the date the notice of hearing is mailed or delivered to the respondent. The respondent is entitled to attend the hearing, submit a statement of defense to the Board in advance of the hearing, or present a statement of defense and supporting witnesses at the hearing. If the respondent does not attend the hearing, the respondent waives these rights.

Conduct of Hearing. (7.3)

- < The Board shall conduct the hearing in executive session, affording the respondent a reasonable opportunity to be heard. Prior to the effectiveness of any sanction, proof of notice and the invitation to be heard must be placed in the minutes of the meeting. Such proof is adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the Association officer or Board member who mailed or delivered such notice. The record of the meeting must contain a written statement of the results of the hearing and the sanction, if any, imposed.

Imposition of Sanctions. (7.4)

- < After affording the respondent an opportunity for a hearing before the Board, The Board may impose any one or more of the following sanctions: (a) levy a "Special Assessment" as authorized in the Declaration; (b) suspend or condition the respondent's right to use any recreational facilities the Association owns, operates, or maintains commencing on a date in the future selected by the Board; (c) suspend the respondent's voting privileges established under the Declaration; (d) enter upon a Lot or Condominium to perform maintenance which, according to the Declaration, is the responsibility of the respondent; or (e) record a notice of noncompliance if allowed by law. Any suspension of Membership privileges may not be for a period of more than thirty (30) days for any non-continuing infraction, but in the case of a continuing infraction (including nonpayment of any assessment after the same becomes delinquent) may be imposed for so long as the violation continues. Written notice of any sanctions to be imposed must be delivered to the respondent personally, by any system or technology designed to record and communicate messages, facsimile, electronic mail, or other electronic means, via first-class mail or certified mail return receipt requested, or any combination of the foregoing. No action against the respondent arising from the alleged violation may take effect prior to five (5) days after the hearing.

Schedule of Fines:

First Violation: Written Notice

Second Violation: \$150.00

- < Failure to pay any fine on time may result in the Board of Directors taking appropriate judicial action.

If any inconsistencies exist between these Rules and Regulations and the CC&Rs, the CC&Rs shall prevail.