



K. HOVNANIAN'S
FOUR SEASONS AT THE RANCH
COMMUNITY ASSOCIATION

COMMUNITY HANDBOOK

Disclosures, Policies and Rules

Adopted by the Board of Directors

3/06/2025

Dear Homeowner:

Welcome to K. Hovnanian's Four Seasons at The Ranch Community Association! We are thrilled you have chosen Four Seasons at The Ranch as your new home. Four Seasons at The Ranch is not merely a collection of homes sharing common property, but rather a collection of homeowners that share a certain quality of life. By working together, becoming actively involved and supporting your association, we will be able to create the vital and vibrant sense of community we all desire.

Having a decisive plan in place is the first step towards making sure that common goals will be met. The community's governing documents, known more specifically as Covenants, Conditions, and Restrictions (CC&Rs), the Bylaws, Articles of Incorporation, Operating Rules and Regulations, Design Guidelines and any amendments acts as the community's charter, or Constitution, providing a general framework for the protections and continuance of the community and its common elements. Please note that in the event items listed in this document conflict with the CC&Rs, the CC&Rs shall govern.

Please take a moment to familiarize yourself with the governing documents. Understanding the community's "charter" and responsibilities will greatly enhance your experience as a member of the community.

Again, welcome to the neighborhood! If you have any questions, please contact our managing agent, Seabreeze Management Company at CustomerCare@Seabreezemgmt.com or (800) 232-7517.

Sincerely,

K Hovnanian's Four Seasons at The Ranch Community Association

RULES AND REGULATIONS

Rules and Regulations

Table of Contents

Rules and Regulations	1
Introduction.	1
Association.....	1
Age and Occupancy Qualified Community.....	2
Pickle Ball Courts:.....	2
A. Dress Code	3
B. Community Guidelines Basics.	3
C. Communication and Cooperation.....	3
D. Severability.	4
E. General Rules for Association Property.	4
F. Use Restrictions.....	4
G. Animals	4
H. Parking Regulations.....	5
I. Nuisance.....	7
J. Holiday Decorations.....	7
K. Rental of Residential lots.	7
L. Signs.....	8
M. Sale of Home:	8
N. Garages, Garage Sales and Other Sales:.....	9
O. Landscaping.....	9
P. Trash Disposal.....	10
Q. Resident ID or Key Fobs.....	10
R. Guests.	10
S. Noise Control.....	11
T. Pool and Spa Rules	11
U. The Resident's Club.....	12
V. Alcohol:	13
W. Z.	
Events Pavilion Reservation Policy	16
A. General	16
B. Reservation Procedure	19
C. Cancellation Procedure.....	19
D. Fees and Deposits.....	19
E. Additional Rental Terms and Conditions	20
F. Rental Hours and Event Scheduling:	20
G. Alcohol Consumption Operating Procedures	20
H. Cleanup Requirements.	21
ELECTION RULES AND PROCEDURES	22

1. Application of Rules:	22
2. Membership Voting:	22
3. Record Dates:	22
4. Candidate Qualifications:	23
5. Director Requirements:	23
6. Nominations:	24
7. Solicitation Materials	25
8. Availability of Meeting Space:	25
9. Ballot Distribution:	25
10. Declarant Selection Right:	25
11. Proxies:	26
12. Inspector(s) of Election:	26
13. Meeting Conduct:	26
Exhibit "A"	28
Enforcement Procedures: Violations and Fine Procedures	32
A. Reporting Violations	32
B. Hearing Procedures	32
Alternative Dispute Resolution Policy	39
Internal Dispute Resolution Policy	40
Forms	41
Age and Occupancy Survey Form (Required to Assess Compliance with State and Federal Law)	51
Initial Membership Registration Form	56
Gate Registration Access Form	57

Rules and Regulations

Introduction.

A. K Hovnanian's Four Seasons at The Ranch is a residential community that if developed as currently planned will contain approximately 743 single family homes. Because community living relies on the mutual cooperation of all to be successful, K Hovnanian's Four Seasons at The Ranch Community Association ("**Association**") created these rules and regulations ("**Rules and Regulations**"). Inside you'll find practical rules, regulations and guidelines that are intended to help foster a harmonious, enjoyable and safe environment for all residents of the Community. These Rules and Regulations contain basic guidelines that, if observed, help ensure that the grounds of the Community remain in good condition and that neighbors treat each other with respect and consideration.

These Rules and Regulations are subject to the Association's Declaration of Covenants, Conditions and Restrictions and Establishment of Easements ("**Declaration**"), Articles of Incorporation ("**Articles**") and Bylaws of K Hovnanian's Four Seasons at The Ranch Community Association ("**Bylaws**") (collectively the "**Governing Documents**"). The Board has the power to revise these rules, regulations, and any guidelines, policies and procedures set forth in these Rules and Regulations from time to time. If you would like to contribute suggestions for these Rules and Regulations, please submit them to the Management Company for consideration by the Board.

The Board has adopted these Rules and Regulations in addition to the provisions of the Declaration and the Bylaws. In the event of any conflict between these Rules and Regulations and the Declaration, or Bylaws, the provisions of the Declaration or Bylaws (whichever applies) shall prevail.

B. These Rules and Regulations constitute the "**Association Rules**" contemplated by the Declaration. All Owners, residents and their guests are required to follow these Rules and Regulations for the good of the Community and the well-being of its residents. Please read these Rules and Regulations carefully, and be sure your family, guests and tenants fully understand and follow the rules, regulations and guidelines set forth below. If you have questions, please contact the Management Company. As you read through these Rules and Regulations, you will encounter initially capitalized terms. Except as otherwise defined in these Rules and Regulations or as the context otherwise requires, these initially capitalized terms have the same meanings given to them in the Declaration.

Association.

The Association establishes and enforces these Rules and Regulations and the other Governing Documents, manages the financial affairs of the Association, and oversees the operation and maintenance of certain areas within the Community described as "Association Property" in the Declaration. Those areas generally consist of areas and facilities within the Community for the common use and benefit of the Owners within the Community. In each of these areas, a professional management company ("**Management Company**") assists the Association, the Board of Directors ("**Board**") and various Board appointed committees with day-to-day Association matters such as collecting assessments, keeping the Association's books and records, sending meeting notices, investigating complaints, sending courtesy notices and violation notices to Owners, providing the Board with contract bids and advice, communicating with Owners and preparing and sending the annual disclosure packages to Owners. The Management Company designated by your Board is:

K Hovnanian's Four Seasons at The Ranch Community Association
c/o Seabreeze Management Company
5000 Hopyard Road, Suite 310
Pleasanton, CA 94588
Attn: General Manager
Phone: (800) 232-7517
Website: www.seabreezemgmt.com

Age and Occupancy Qualified Community

- C.
1. The age and occupancy restrictions shall not be construed to prohibit any occupant from entertaining guests and invitees of any age in a Residence, provided that such visitation periods shall not exceed 60 calendar days (whether consecutive or not) in any calendar year. (See CC&R, Article 18) Guests 55 years of age or older shall be exempt from this provision.
 2. Each Owner acknowledges that the age and occupancy restrictions set forth in the Declaration are intended to comply to the fullest extent with applicable law and regulation, and each Owner and the Association must ensure that all occupants of the Community fully comply with all restrictions at all times.
 3. The Association shall monitor and enforce the Community compliance with the age and occupancy restrictions set forth in the Declaration, the K Hovnanian's Four Seasons at The Ranch Age and Occupancy Requirements (Age Qualified Housing Policies) and applicable law and regulations. Each Owner must provide the Association with a list of persons who occupy their Residences, including tenants under a lease or rental agreement. The occupants must complete the Age and Occupancy Survey Form, attached to these Rules and Regulations and provide documentation that shows they are qualified to occupy the Residence. If occupants move or new occupants move in, Owners must notify the Association. All residents must document their compliance with the age and occupancy restrictions.
 4. The Association has the power to suspend membership privileges held by persons who do not
- D.

Pickle Ball Courts:

The pickle ball courts are for the use and enjoyment of the Residents and their invited guests.

1. Individuals under the age of sixteen (16) may use the pickle ball courts only when accompanied and supervised by a host Resident.
2. The hours of operation will be posted at the courts.
3. Court times for any Club play will be posted. At all other times, courts are open on a first-come/first-served basis. A sign-up board is posted for pickle ball doubles and singles play. There is a one-hour time limit for a singles match and a ninety-minute time limit for a doubles match.
4. Only Residents and their Guests may use the courts. All Residents must have their Resident ID in their possession. Guests under sixteen (16) must be accompanied by a Resident. Guests may be asked to relinquish the use of a court when all such courts are in use and Residents are waiting.
5. All players must wear proper attire while on the courts, including t-shirts, shorts, sweat suits, or other appropriate athletic clothes and footwear. Upper-body garments must be worn at all times. All players must wear sneakers or rubber-soled shoes that will not mark the courts.
6. Food or drinks are not allowed on the courts. Beverages in plastic bottles may be consumed courtside.

7. Pets are not allowed on the courts except for legitimate service animals as necessary for reasonable disability accommodation purposes.
8. Pickle ball courts are for racquet sports only. Roller skates, “heelies,” roller blades, scooters, skateboards, bicycles or Segway’s are not allowed on court surfaces or the surrounding area at any time.
9. Any debris or water on the court must be removed before play is begun.
10. All Residents and their Guests using the courts do so at their own risk. Neither the Association nor its managing agent or employees shall be responsible for injuries or accidents.

Dress Code

The following basic guidelines apply to the Residents’ Club, Fitness Facilities and Outdoor Amenities.

1. All persons using the Association facilities shall dress in a fashion befitting the surroundings and atmosphere of the facility.
- E. 2. Proper Apparel: Appropriate athletic apparel and footwear must be worn during all sports and fitness activities.
3. Shirts: A shirt must be worn during all non-aquatic indoor/outdoor activities except at the pool and locker room facilities.
4. Swimsuits: Swimsuit cover-ups and proper footwear must be worn while inside the Resident’s Club.

Community Guidelines Basics.

- F. 1. Always be considerate of your neighbors. The intent of the Association is to operate, manage and maintain the value of the Community for the enjoyment of all.
2. Remember that if you want to make any exterior modifications or changes to your Residential lot, you must follow the procedures in the Design Guidelines and the application forms that must be submitted to the Board (or the Design Review Committee if one has been formed) and written approval obtained before undertaking any modifications.
- G.

Communication and Cooperation.

1. To facilitate harmony within the Community, all residents, tenants and their guests must comply with the rules and guidelines set forth in these Rules and Regulations and the Governing Documents. If you have concerns regarding a specific rule or restriction, you may submit your written concerns to management who will in turn submit it to the Board of Directors for review.
2. The Association welcomes communication from its Members. Please feel free to call or write to the Management Company (the Association’s liaison) to discuss any questions or issues.
3. Maintenance and Inspection Obligations.
4. Both Owners and the Association have maintenance and inspection obligations. Owners should consult the Declaration, the Homeowners Maintenance Manual, applicable warranties and other manufacturers’ maintenance schedules and recommendations for specific maintenance requirements. As set forth in the Declaration, a portion of the Owners’ maintenance and inspection obligations require Owners to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Residential lots.
5. Similarly, specific maintenance and inspection requirements for the Association are set forth in the Association Maintenance Manual, applicable warranties and other manufacturers’ maintenance schedules and recommendations. The Association is also required to implement

commonly accepted maintenance practices to prolong the life of the materials and construction of the Association Property, the Association Maintenance Areas and other areas as specified in the Declaration.

6. Both the Owners and the Association shall comply with all applicable Best Management Practices ("**BMP**") and perform all maintenance that may be imposed by the Declaration.

Severability.

1. If any of the provisions of these Rules or Regulations are held to be invalid, the remainder of the provisions shall remain in full force and effect.

General Rules for Association Property.

- H. The following are general guidelines you, your tenants and guests must observe within the Community:
- I.
1. Owners will be responsible for and bear all costs of repairs and/or replacement for any damage to Association Property and Association Maintenance Areas in accordance with the Declaration, if it is determined that the damage was caused by the Owner, its lessees, guests, employees or contractors.
 2. Obstruction of the Association Property or Association Maintenance Areas including, without limitation, the Private Streets, throughout the Community is not permitted. No one may store anything in the Association Property. The Association will not be responsible for any damage to, or loss of, any personal property left in any Association Property or Association Maintenance Area.
 3. No vehicles or other uses, structures or items shall block access to the Private Streets or restrict ingress or egress over the Private Streets. Vehicles parked in driveways shall not extend into the sidewalk or the Private Streets. No vehicles or other uses, structures or items shall block access to the community postal boxes.
 4. The speed limit is 15 MPH for all streets in the K Hovnanian's Four Seasons at The Ranch Community Association.
 5. Smoking (tobacco, marijuana, vaping etc.) is prohibited on all common area properties.
 6. Please refer to Article 11 of the Declaration for additional information regarding insurance requirements. If you have further questions, please contact the Management Company. An Owner who is responsible for an increase in the rate of insurance on the Association Property shall be personally liable to the Association for the cost of the additional insurance premiums.
- J.

Use Restrictions

- K.
1. The Residential lots shall be used for residential purposes only. For home occupation and commercial use restrictions, please refer to Article 4.4 of the Declaration.

Animals

1. Please refer to Article 4.16 of the Declaration for more information regarding animal restrictions. Owners must comply with the laws and regulations of the City of Rancho Cordova, California ("**City**") and the County of Sacramento, California ("**County**") regarding control and health of pets. All dogs shall have a current license and all dogs and cats shall have an identification tag. Loose, unattended dogs, cats or other animals without an identification tag may be reported to the local Animal Control for pickup.
2. Section 4.16 of the Declaration contains provisions regarding the types of animals that may be kept in the Community. Only domestic animals that are kept as household pets and are not kept,

bred or raised for commercial purposes are permitted to be maintained within the Community. In no event shall poultry, livestock or other farm animals be kept within the Community. No Owner shall keep more than a total of four (4) dogs which, in the reasonable determination of the Board, are determined to be a threat to the safety of the Occupants, which shall not be allowed under any circumstances, or four (4) domestic cats, or a combination thereof (but not to exceed four (4) total within such Owner's Residential lot). Owners may request a variance at the discretion of the Board to increase the total number of pets within such Owner's Residential lot.

3. Pets are not allowed in the Resident's Club building.
4. Pets are allowed on the Association Property, including the Private Streets, only if they are at all times on a leash. Pets must be under the Owner's control when outside of the Residential lot or fenced yard. Pet owners are responsible to properly pick up and dispose of pet waste and are responsible for any damage to person or property caused by their pets.
5. Fecal waste deposits made by pets on any Association Property or Residential lots must be promptly cleaned up by the owner of the pet. Waste must be put in a tightly sealed plastic bag before disposal. The pet owner, at his or her sole cost and expense, shall repair any damage caused by the Owner's pet, including without limitation damage to landscaping, carpet, stained stucco, and claw marks on Association Property or the Association Maintenance Area improvements.
6. Unreasonable and/or continuously barking dogs left in a yard are not permitted. Any pet that makes noise disturbing to a neighbor must be confined within its Owner's Residence in a place from which such noise cannot be overheard. Residents who are disturbed by an animal are urged to first contact their neighbor and if unsuccessful, to contact the Association in writing with a formal complaint and contact the Animal Control Services Department at the City of Rancho Cordova (916) 851-8852.
7. Each person bringing or keeping a pet within the Community shall be fully liable to other residents and their guests for any damage to persons or property caused by any pet brought upon or kept within the Community by such person or by members of his/her family or guests. If, after notice and a hearing, the Board finds that a pet is dangerous or creates a nuisance, the Board may require the pet to be removed from the Community within 7 days.
8. Outdoor structures for the housing or confinement of any bird or other animal require design review approval in accordance with the process described in the Design Guidelines.
9. Human assistance animals, e.g., Seeing Eye dogs, are exempt from rules that interfere with their duties. Notice of any exemption claimed by a resident should be sent in writing to the Board in a timely manner.

L.

Parking Regulations

1. Residents must first use their garage and driveway before parking on the Private Streets. No vehicles or other uses, structures or items shall block access to the Private Streets or restrict ingress or egress over the Private Streets. Vehicles parked in driveways shall not extend into the Private Streets or block the sidewalks or rolled curb. Street parking between the hours of midnight and 6 a.m. is prohibited unless both the garage and driveway are fully occupied.
2. Garages must be maintained to house the number of motor vehicles owned by the Owner to its fullest extent possible. To the extent that the garage is not being used as a Junior Accessory Unit, garages shall not be converted for storage, living or recreational activities. No garage space shall

- be used for non-parking activities (including storage of motorcycles and bicycles) if it will result in the Owner or Occupant using the street for parking. Garages shall be used for parking vehicles only. Each Owner and the Owner's Occupants, to the extent such Owner or Owner's Occupant has automobiles in the Property, are required to park such automobiles in the garage, and in the appropriate length driveway as a secondary location. Garage doors are to be kept closed except when the garage is actively being used by the occupant.
3. No repairs, restorations, or any mechanical maintenance of any motorized vehicle, boat, trailer, or other vehicle or equipment shall be conducted within the Community, except for minor or emergency automobile repairs conducted solely inside of the garage. All Authorized Vehicles and motorcycles within the Community must be operable and possess a current license and registration. Vehicles parked at K Hovnanian's Four Seasons at The Ranch shall be maintained in a clean condition. Leaking fluids shall not be allowed. Cardboard, oil pans, etc. are not permitted on driveways, streets, or common areas.
 4. No one shall race engines, honk horns, spin wheels, permit engines to idle excessively or otherwise create unnecessary noise with motor vehicles or the sound and automotive speaker equipment. All motor vehicles must have adequate muffler and exhaust systems.
 5. No truck, van or commercial vehicle shall be parked, kept, permitted or maintained within the Development unless placed or maintained completely within an enclosed garage, except for such limited times as are necessary for deliveries, the performance of maintenance, repair and replacement of Improvements within the Development and other similar situations. The term "truck, van or commercial vehicles" shall not include sedans or standard size cars, pickup trucks and vans which are used for both business and personal uses, provided that any signs or markings of a commercial or governmental nature on such vehicles shall be unobtrusive as determined by the Board.
 6. Should a car alarm continue to go off, the Management Company or the Association may, at the vehicle owner's expense, hire a locksmith and take whatever action is necessary to stop the noise. Vehicle alarms that do not automatically go off after an interval are not allowed. The arming and/or disarming of vehicle security alarms and other security devices shall not disturb residents of the Community.
 7. Golf carts are allowed within the Private Streets of the Community. Golf Carts must share the Private Streets within the Community with pedestrians, bicycles, and vehicles. Golf carts must be garaged or stored in an area that is not visible from the street or neighboring properties between the hours of 12:00 a.m. and 6:00 a.m.
 8. The Association may tow any vehicle improperly parked on Association property in accordance with California Vehicle Code section 22658, at the vehicle owner's expense.
 9. "For Sale" signs are not to be displayed on any vehicle in K Hovnanian's Four Seasons at The Ranch.
 10. Each violation of these parking rules will be considered a separate infraction and can result in the association placing fines, in accordance with the association's fine schedule, on a member's account and/ or towing of the vehicle in violation at the vehicle owner's expense.
 11. Parking Permit Program. There shall be no overnight parking (midnight to 6 a.m.) on any Private Streets in the Community unless a current parking permit issued by the Association is displayed on the dashboard of the vehicle. Guest vehicles may park in the driveway of a Residence but will require a temporary parking permit if parking on the streets overnight.

12. Guest vehicle passes for up to Seven (7) days may be available for visiting guests of K Hovnanian's Four Seasons at The Ranch residents to park on the street. Additional time may be allowed upon review and approval.
13. Temporary resident street parking passes for resident vehicles may be available upon review and approval on a case-by-case basis.
14. Vehicles parked on K Hovnanian's Four Seasons at The Ranch streets cannot be left unmoved for periods exceeding 24 hours without notifying the Management office.
15. No vehicle may park in a handicapped marked space unless the vehicle displays an official DMV placard or DP license plate.
16. No overnight parking is permitted at the Resident's Club without prior approval from the Board of Directors or General Manager.

Nuisance.

- M.
1. Nothing shall be done on or within the Community that may be or may become a nuisance to the residents of the Community, or that in any way interferes or may interfere with the quiet enjoyment of Occupants of Residential lots. No Owner shall serve food or beverages, cook, barbecue, or engage in similar activities, except within such Owner's Residential Lot or within areas specifically permitted for such use within the Association Property, if any.

Holiday Decorations.

- N.
1. The acceptable timeframe for winter holiday decorations is from Thanksgiving until January 15th. All other decorations may be displayed no more than 14 days prior to the day of the holiday and must be removed within 14 days after the celebrated holiday.
 2. No Owner may place holiday decorations within the Association Property, except for the Association.
 3. All holiday lighting must have a "UL" or comparable rating. Outdoor lights must be designed for outdoor use. Please ensure that lights do not disturb other Owners.

O.

Rental of Residential lots.

Subject to the restrictions in the Declaration, and Applicable Laws, an Owner shall be entitled to rent the Owner's Residential Lot for a term of not less than 30 days, (CC&Rs. 4.17, page 22, Article 4). The Owner is responsible for all actions of the lessee and subject to the following guidelines:

1. All Owners who rent their Residence are required to submit a completed Tenant Registration Form to the Management Company in accordance with California Civil Code Section 4740 prior to the tenant(s) occupancy. A copy of the Tenant Registration Form is attached to these Rules and Regulations.
2. Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Governing Documents and shall provide that any failure to comply with any provision of the Governing Documents shall be a default under the terms of the lease agreement. A copy of any lease agreement shall be provided to the Association prior to the tenant's occupancy. Please refer to the Declaration which contains provisions regarding rental of Residences.
3. A copy of the Governing Documents, including these Rules and Regulations and the Design Guidelines shall be provided by the Owner to each tenant or lessee prior to the lessee's

occupancy. The leasing Owner shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of the Governing Documents pursuant to the occupancy and use of the Residential lot.

4. Use privileges for amenities and Association Property transfer to the lessee or tenant. An Owner shall have no personal use privileges upon leasing their Residence.
5. A lessee shall have no obligation to the Association to pay assessments imposed by the Association nor shall any lessee have any voting rights in the Association.
6. Disciplinary Action Due to Actions of Tenants or Lessees: In the event that any tenant or lessee, fails to honor, or comply with, the provisions of any Governing Documents, the Association shall be entitled to take such corrective action as it deems necessary or appropriate under the circumstances in order to preserve the quiet enjoyment of other Owners and Residents, which action may be with respect to such tenant or lessee or the Owner of the Residence so leased.
7. The Association's action(s) in response to a tenant or lessee's violation of the Governing Documents may include the following:
 - a. Suspension of the tenant or lessee's privileges to use the Association's Common Areas and Recreational Facilities, which may include deactivation of the tenant or lessee's ID Card(s) and/or deactivation of Transponder(s).
 - b. The imposition of fines and penalties against the Owner of the Residence.

Signs.

- p. 1. **Submittal Requirements.** Noncommercial signs and posters that are more than 9 square feet in size and noncommercial flags or banners that are more than 15 square feet in size must be submitted to the DRC in accordance with the procedures set forth in the Declaration and these Design Guidelines.
2. **Guidelines.**
 - a. Noncommercial signs made of lights, roofing, siding, paving materials, flora or balloons or any other similar building, landscaping or decorative component, or painting of architectural surfaces are not permitted.
 - b. Signs shall not be attached to the walls or fences of any porch, deck or patio area. Signs shall not be affixed to any permanent fixtures including but not limited to, street light poles, parking signs, utility boxes and landscaping.
 - c. Owners may display 1 professional made real estate sign advertising the Residence for sale or lease. The sign must not be larger than 18" by 30" inches in size. "SOLD" signs may not be displayed for more than 30 days after the close of escrow of the Residence.
- q. d. OPEN HOUSE signs are not allowed in the Community.
- e. Security signs shall be no larger than 12" x 12" (1-foot square). A maximum of one sign shall be permitted in the entry way area of a Residence.

Sale of Home:

The Association shall be notified at the time a residence is sold. Upon completion of the sale, the selling Owner's Resident ID will be deactivated and/or shall be surrendered to the Association.

1. Seller's Obligation to Provide Governing Documents: California State Law obligates the selling Owner to provide prospective purchasers with copies of the Governing Documents (CC&Rs, Bylaws, Articles of Incorporation, Rules and Regulations, Design Rules, Enforcement Policies and

Procedures and Assessment and Billing Collection Policy) as well as a statement showing the status of the Owner's account with the Association.

2. Non-Transferrable Transponders, Resident and Tenant ID and Guest Pass: All transponders, Resident ID and Tenant ID in the selling Owner's possession or control are to be returned to the Association by close of escrow. Transponders, Resident ID and Tenant ID are not to be transferred by the selling Owner to the new Owner. The new Owner is responsible for registering with the Association and will receive transponders and ID at that time through the Association.
3. Open House Rules: The following rules apply to Residents (or their realtor) having an open house in an effort to sell their Residence, in addition to the restrictions set forth in the Declaration and the Design Guidelines and any current applicable governmental regulations, statutes and laws applicable to signs:
 - a. One (1) "For Sale" sign may be posted per Residence, located wholly within the Residential lot.
 - b. "Open House" directional signs are not permitted on any Association Property or Common Areas.
 - c. One (1) "Open House" sign is allowed during the hours of the open house only on the Residential lot of the Residence having the showing.
 - d. Signs are limited to a maximum area of six (6) square feet in size.
 - e. Homeowner or Realtor is responsible for notifying the Association of the scheduled Open House.

Garages, Garage Sales and Other Sales:

- R. The following are general rules pertaining to garages, garage sales and for sale items:
1. Garages: Garage doors must be kept closed when unattended. An exception is when doors may be kept ajar at a height of 1 to 2 feet to allow the removal of excess heat from the garage. Garage doors must be kept in good repair, and may not have slots or openings for mail, pet access, or any other use that are visible from the street.
 2. Garage Sales: Garage sales are not permitted on Residential lots within the Community at any time. Except that the Association may approve community wide garage sales at a time and date approved by the Board of Directors.
 3. For Sale of Personal Items: Automobiles, motorcycles, motorbikes, golf carts or other motorized vehicles shall not be parked on any Association Property, Streets, Common Areas, Parking Lots or resident driveways with the intent of advertising the sale of such vehicles.
 4. Estate or Probate Sale: An estate, probate or liquidation sale is a sale to dispose of a substantial portion of the materials owned by a person who is recently deceased or who must dispose of his or her personal property to facilitate a move. A sale of this nature is permitted with supporting documentation provided to the Association prior to sale. Upon receipt of documentation a permit for such activity will be issued for one day only. The Association will only allow one sale of this type per resident. The estate sale must be held in the confines of the Residence. Garage doors must remain closed during sale.
- S.

Landscaping.

1. Except for those portions of the Residential lot that are landscaped by the Developer, if any, each Owner of a Residential Lot must submit a complete landscape application no later than 6 months after the conveyance of the Residential lot by Developer to Owner for the rear yard in accordance with the Declaration and the Design Guidelines.
2. Except for those portions of the residential lot that are landscaped by the Developer, if any, each Owner of a residential lot must install the Improvements and landscaping shown on such Owner's

approved landscape plan by the date which is no later than 9 months after the conveyance of the Residential lot by Developer to Owner for the rear yard in accordance with the Declaration and the Design Guidelines.

3. If such plan is disapproved, a revised plan(s) must be submitted 15 days after such disapproval, until a plan has been approved in accordance with the provisions of the Declaration and the Design Guidelines. Owners are not permitted to install any landscaping which interferes with the established drainage pattern over the Community. Owners must also comply with the landscaping restrictions set forth in Article 5 of the Declaration regarding installation of landscaping and other Improvements.

Trash Disposal.

- T.
1. Trash, garbage or other waste must be kept only in approved sanitary, properly closed containers. No trash or debris is to be left in any area that is visible to others, such as walkways, Association Property or Association Maintenance Areas, except when trash cans are set out in the street for trash collection.
 2. The Owners shall comply with the City's waste and recycling program for the Community.
 3. No Owner shall permit or cause any trash or refuse to be kept on any portion of the Community other than in the receptacles customarily used for it, which shall be stored within garages or behind a fence or wall in a side yard, except on the scheduled day for trash pickup.
 4. On scheduled trash pickup days, containers shall be placed on the street in front of the Owner's residence. Containers shall be placed in designated areas no earlier than 6:00 p.m. on the day before trash pickup is scheduled. Containers must be put away, concealed from the view of the street or neighboring lot's the evening after pick up occurs.
 5. Owners shall be subject to fines imposed by the Association for failing to comply with guidelines regulating the times during which containers may be placed in designated areas.

U.

Resident ID or Key Fobs.

1. The Association will issue Resident ID or Key Fobs to Owners or Occupants who provide documentation that shows they are Qualifying Residents and Qualified Permanent Residents. Resident ID or Key Fobs are not issued to Permanent Healthcare Residents.
 2. The Association has the power to deactivate Resident ID or Key Fobs held by persons who do not comply with age and occupancy surveys and documentation distributed by the Association.
 3. Lost or stolen Resident ID or Key Fobs should be reported to the Management Company immediately. A replacement Resident ID or Key Fob will be issued for a \$50 fee.
- V.

Guests.

1. Guests must always be accompanied by a Member in possession of a valid Resident ID or Key Fob. Additionally, guests must comply with the Rules and Regulations.
2. The Management Company is authorized to establish procedures for documenting guests' ages.
3. Each residence that has been issued and is in possession of their valid Resident ID is permitted maximum of 5 guests per day to a facility. The number of guests permitted may be further limited on certain days or on seasonal high-usage days as determined by the Board or staff.

4. Use of facilities is at the Member's own risk. Resident ID may be confiscated by staff if used by a guest without being accompanied by the Member and the Member may be subject to further disciplinary action as a result.
5. Members are responsible for their guest's compliance with all Rules and Regulations, for personal injuries, for any damage to The Association Property caused by the Members, tenants, family members, or their guests, and for all repairs or replacement costs. It is the Member's responsibility to acquaint guests with the Governing Documents.
6. Guest ID may be required and subject to a fee.
7. The Developer staff members are authorized to use the facilities during regular hours of operation. They will be encouraged to limit their use when member use is heavy.

Noise Control.

- w. 1. The homes within the Community have been designed to encourage indoor/outdoor living, and as such it is anticipated that residents may generate noise while utilizing their outdoor spaces which will be heard by other homes within the Community. Residents, while encouraged to enjoy this aspect of their homes should also be considerate of the impacts from noise they are generating on other residents within the Community, by keeping noise levels to a reasonable level.
2. Residents shall not violate the City noise ordinance, if any. If a resident experiences excessive noise from a neighbor, residents should contact the neighbor and if needed, should contact the City Police Department.
3. A resident may also complete a Violation Complaint Report regarding the excessive noise and submit it to the Management Company.

x. Pool and Spa Rules

1. The swimming pool hours of operation will be posted on the gate of the pools. Hours of operation are subject to change by the Board. Additional rules may be posted at the pool and spa areas and must be observed.
2. **THERE IS NO LIFEGUARD ON DUTY.** The Association does not employ lifeguards. All persons using the swimming pool and spa do so at their own risk, responsibility and liability. The Association is not liable for injury or harm caused to any person while using any pool or spa.
3. **SAFETY EQUIPMENT HAS BEEN PROVIDED FOR EMERGENCY USE ONLY.** Emergency lifesaving equipment may not be moved or relocated from its mounted positions, except when used for its intended purposes.
4. Appropriate swimming attire is required at all times. Any person who is incontinent or not fully toilet trained is prohibited from using the pool or spa. Diapers are not allowed in the pool or spa.
5. All children under 18 years old must be accompanied and supervised by an adult. All children and guests must be accompanied by the Owner.
6. Elderly persons, pregnant women, and those with health conditions requiring medical care should consult with a physician before using the spa since the spa is heated.
7. Using the swimming pool or spa with open cuts, wounds, rashes or communicable diseases that may affect others, including, but not limited to any skin disease, sore or inflamed eyes, nasal or eye discharge is prohibited.
8. Intoxicated persons or persons under the influence of narcotics, drugs, or medication that adversely affects a person's motor skills are prohibited from using or being in close proximity to the pool or spa.

9. With the exception of the spa timer, adjustment of any control regulating the pool or spa, lights or other common service is PROHIBITED.
10. All persons must leave the swimming pool and spa area if maintenance crew request the area be temporarily vacated for cleaning and/or service.
11. Pool and spa areas are to be entered through the gates and doors only. Climbing over a fence to enter or exit the pool and spa area is prohibited. Gates are to remain closed and locked at all times. The lending of access keys or fobs to non-residents or guest for use of the pool or spa is prohibited. All guests must be accompanied by the resident.
12. The Association reserves the right to limit, on a reasonable basis, the number of people using the swimming pool and spa at any given time. Each residence that has been issued and is in possession of their valid Resident ID card is permitted maximum of 5 guests per day to a facility. Individuals or groups must not occupy the pool or spa to the effective exclusion of others.
13. Anyone not abiding by the posted rules may be asked to leave the pool or spa area by any member of the Association or the Management Company.
14. Skateboards, rollerblades, roller-skates or bicycles are not allowed in the swimming pool or spa areas.
15. No glass, breakable containers or sharp objects are permitted. If glass or sharp objects are brought to the pool areas and it causes an accident, the responsible Owner will be liable for the cost of any resulting damage, cleaning or injury.
16. No tennis balls, baseballs, footballs, basketballs, Frisbees, cans, foreign objects, foreign substances (heavy oils, bubble bath, soap, beverages, etc.) or pool furniture are to be thrown into or around the pool or spa.
17. Oversize inflatable or floatation devices are not permitted in the pool or spa. Examples: air mattresses, surfboards, boogie boards, floating chairs, etc. However, kick boards, pool noodles, life vests, and small children's lifesavers are permitted.
18. Pool and spa use by children are as follows:
 - a. Guests under the age of fourteen (14) years of age are prohibited using the spa at any time.
 - b. Guests under the age of eighteen (18) years of are prohibited from using the indoor lap/exercise pool at any time.
 - c. Children's hours have been designated for use of the outdoor pool and pool area between the hours of 12 p.m. and 4 p.m. (under 18). These hours are subject to change by the Board of Directors.
- y. 19. Diving, running, pushing or other aggressive/boisterous activity in or around the swimming pool or spa area is prohibited.
20. Except for service or assistance animals, pets are prohibited in the swimming pool or spa areas.

The Resident's Club

1. Use Restrictions.
 - a. The use of the facilities is restricted to Owners, residents and their guests for their personal use only.
 - b. The facilities may be accessed 7 days per week, including holidays. The operational hours are posted at the facilities, with the exception of selected holidays to be determined by the Board.
 - c. Usage may not exceed the maximum occupancy posted due to fire department regulations.
 - d. Use of the facilities is at the Owner's, tenants and/or guest's own risk.

- e. Certain dates may be blacked out due to holidays, and Association and/or Developer events as these organizations, which serve the entire community, take priority over individual resident use. In addition, certain Community clubs may have previously reserved the use of the facilities or a portion thereof.
- f. The facilities cannot be used for personal gain or commercial activity of the users or Owners. No commercial use of the facilities is permitted to be undertaken by users or Owners, including tutoring classes, home parties where members of the general public are invited, solicitations and/or advertisements, unless the event is an Association sponsored and run event. Notwithstanding the foregoing, California Civil Code 4515 allows assembling or meeting during reasonable hours and in a reasonable manner for purposes relating to common interest development living, legislation, election to public office or the initiative, referendum or recall process.
- g. The use of illegal drugs is prohibited.
- h. The Developer is exempt from these guidelines and restrictions.

2. Fitness Facility

- a. The use of the facilities is restricted to Owners, residents and their guests for their personal use only.
- b. Use by any person under the age of eighteen (18) is prohibited.
- c. The facilities may be accessed 7 days per week, including holidays. The operational hours are posted at the facilities, with the exception of selected holidays to be determined by the Board.
- d. Usage may not exceed the maximum occupancy posted due to fire department regulations.
- e. Use of the facilities is at the Owner's, tenants and/or guest's own risk.
- f. Appropriate athletic apparel and footwear must be worn while using the equipment.
- g. Open toed shoes are not permitted in the fitness facility.
- h. No food may be brought into the equipment area.
- i. Water in plastic, non-spill containers is permitted.
- j. There is a 30-minute time limit on all cardiovascular equipment when others are waiting.
- k. Please return all dumbbells and equipment to racks after use.
- l. Please towel off each piece of equipment or weight bench after use.

3. Wine Lockers

- a. The facilities include wine lockers.
 - b. The lockers are to be used only for the storage of alcohol and non-perishable items.
 - c. Neither the Association, K. Hovnanian Homes, nor Seabreeze Management Company are responsible for the theft of any alcohol or destruction or damage of any alcohol due to the actions of any individual(s) associated with the facility or other items therein.
 - d. Rental of wine lockers are available for residents for no less than a 6-month period, every January 1st and July 1st. Rental is on a first-come, first-served basis. The wine locker rental agreement is included in this Community Handbook. The cost for rental of a wine locker is \$50.00 per six-month term.
- z.

Alcohol:

The following specific rules apply to alcohol use when using any facility.

- a. Alcohol may only be sold by a licensed vendor hired by the Association. The cost of the licensed vendor may be charged to the reserving club. Resident may serve alcohol but the sales of alcohol by residents are prohibited.
- b. Members bringing their own alcohol to the facility must control the distribution and consumption in conformance with all state and local laws.
- c. The Association and/or its agent reserves the right to refuse service to any individual or group to ensure compliance with all applicable Alcohol Beverage Control (“ABC”) laws.
- d. Alcohol may be available at specified locations and times for the enjoyment of Members and guests who are of legal drinking age.
- e. Alcoholic beverages sold or served at the facilities must be consumed on the premises and are not sold for off-premises consumption.
- f. Any abuse of alcohol privileges may result in immediate termination of the function and disciplinary action against the offending Member(s), as provided for under the Declaration, including the restriction or loss of use of the facility.

A. Code of Conduct

All homeowners, residents, guests, visitors and other authorized users ("Users") are presumed to conduct themselves in a respectful and courteous manner with due consideration for each other as well as Association employees and vendors and their respective employees (hereinafter collectively referred as "Association Staff").

The use of obscenities, verbal and/or physical threats or attacks directed toward any User or to Association Staff will not be tolerated. Action by any person within the Community, including, but not limited to all Common Areas, which may be dangerous or create a health or safety concern, a hostile environment, turmoil, disruption or disturbance among Residents or others is not permitted.

Homeowners are responsible for any damage to the Common Area and/or violations of the Governing Documents caused by or resulting from their own actions or the actions of family members, tenants, guests, service vendors, contractors and other invitees, consistent with the above paragraph.

Association Staff is to be treated in a courteous and considerate manner at all times. Association Staff shall not be reprimanded or harassed in any way by any User. All complaints regarding service rendered by any Association Staff member must be made in writing to the Association's General Manager for appropriate handling.

The Association considers a violation of the Conduct Code as serious and will subject the responsible Resident to disciplinary action up to and including loss of privileges and/or monetary penalties.

Events Pavilion Reservation Policy

A. General

1. The Events Pavilion rooms and areas ("Facilities") available for reservation are described below. Events must be contained to rented space. Lobby areas, front desk, social room and bar area are not rentable spaces and are not to be used as part of rental event. Facilities reservation does not include outdoor space, with the exception of the rental of the Events Patio Area.
2. A group of 10 guests or more will require a room reservation application and fee.
3. Private events will require the presence of association security. The cost will be added to the hourly fee.
4. The reserving resident must be present at all times during the function/event. (Including set up & clean up).
5. The facility may only be utilized for the benefit of the reserving resident or a qualified resident of their household. All private events including weddings and receptions are only permitted for current residents. No third-party events are permitted.
6. Memorial services will be for residents and immediate family only. The rental fees will be waived for residents. The deposit and insurance requirements will apply. Immediate family is defined as mother, father, siblings, son, daughter, and grandchild. Immediate in-laws are included. All fees and charges apply to memorial services for immediate family.
7. Private events will require the presence of association security. The cost will be added to the hourly fee beginning the second hour with a minimum of 4 hours.
8. The Events Pavilion cannot be used for personal gain or commercial activity of a resident, Owner or their invitee. No commercial use of the facilities is permitted including tutoring classes, home parties where members of the general public are invited, solicitations and/or advertisements, unless the event is an Association sponsored and run event. Notwithstanding the foregoing, California Civil Code 4515 allows assembling or meeting during reasonable hours and in a reasonable manner for purposes relating to common interest development living, legislation, election to public office or the initiative, referendum or recall process.
9. In order to rent an area in the Events Pavilion, the reserving resident must be in good standing with the Association. Reserving residents cannot have an active violation or be delinquent in the payment of assessments at the time of the reservation request.
10. The reserving resident is responsible for any damage to Association Property (including damage caused by their guests, vendors or any other persons related to the party) and for all repairs or replacement costs.
11. All musicians, disc jockeys, equipment, stereos and speakers must be confined to the applicable rental area (unless other arrangements are approved and specified in writing). All music must be kept at reasonable noise levels. All music must cease by 9:00 pm Sunday thru Thursday and by 10:00 pm on Friday and Saturday, except for Association events; i.e. New Year's Eve or other Association events for the residents and their guests.
12. The reserving resident is responsible for keeping their guests and all drinks and decorations within the reserved area(s) of the Events Pavilion. All glass containers must remain inside the facilities.

13. The reserving resident is responsible for exercising control over their guests such that other residents are not annoyed, harassed, or inconvenienced in their homes, while the reserving resident and his or her guests are using the outside areas of the Events Pavilion.
14. Children attending the event must be monitored at all times.
15. The reserved area(s) of the Events Pavilion must be cleaned up and vacated within the reservation's designated end time. A fine of up to \$200 will be assessed if rental exceeds the designated rental time.
16. Smoking of any type is not permitted at any of the Club facilities. A cleaning fee may be deducted from the security deposit if smoking occurs during the rental.
17. Use of dunk tank, inflatable fun jumps and similar mechanisms is prohibited.
18. Furnishings may be moved around inside the Club; however, a \$25.00 service charge will be incurred if the furnishings are not returned to their original position after the event. If furnishings need to be re-arranged, please make sure to discuss your plans during the reservation process.
19. The reserving resident must arrange for all deliveries and pick-ups to be made the day of the event.
20. City of Rancho Cordova rules will be enforced.
21. Any damage of the Events Pavilion or cleaning required after the event will be deducted from the security deposit. Damages in excess of the amount deposited may be assessed against the reserving resident's account as a Member of the Association
22. No portable cooking devices are allowed within the Events Pavilion.
23. The Association is not responsible for personal items that may be lost or stolen.
24. Open flames are not permitted at any time within the building premises.
25. Certain dates may be unavailable for rentals due to community events.
26. No pets are allowed inside the Events Pavilion.
27. Wet clothing is not permitted in the Events Pavilion.
28. The reserving resident is responsible for removal of all trash.
29. No signage of any kind, including balloons, streamers, markers or the like may be placed on any of the Association property leading up to the Club, or on premises, without advance approval of the Association. A deduction will be made to the security deposit if such signage has to be removed by Association staff. Violation of this rule may also result in the loss of future rental privileges.
30. All decorations used or brought into the Events Pavilion must comply with the following:
 - a. All decorations must be flame retardant.
 - b. Open flame decorations, such as candles or lanterns, are prohibited.
 - c. Decorations shall not be fastened to light fixtures, window coverings, windowpanes, or fire sprinklers.
 - d. Only blue or green painter's tape may be used to affix decorations. The use of tacks, masking tape, nails, staples, or other fastening methods is prohibited.
 - e. All decorations must be removed before the reserving resident vacates the rental space.
 - f. Hay, straw, confetti, popcorn, or rice are prohibited. Such materials are very difficult to clean up and create unsafe conditions.

31. All property brought into the rental space for the event – including, but not limited to, rental furniture/props, equipment, catering utensils, decorations, toys, etc. – must be removed from the reserved space as soon as the event is over. The Association reserves the right to immediately dispose of or store and charge a reasonable storage fee for any such property left on the premises.

32. Rental of the Events Pavilion is subject to the rates set forth in this Policy. The Association may consider waiving a portion, or all, of the rental fees in very rare instances where the purpose of the event is charitable (such as a fundraiser relating to a resident's medical expenses), no one organizing the event will receive any compensation relating to the event, and all funds received will go toward the charitable purpose. The Association will evaluate such requests on a case-by-case basis and may require additional information and proof before making its determination relating to the specific request. If the Association determines, after an event occurs, that an event for which it waived any portion of the fees did not meet the above criteria, the Association may charge the sponsoring resident for the full cost of all fees waived, plus a penalty in an amount to be determined by the Association.

33. The Events Pavilion cannot be used for any direct or indirect personal financial gain or commercial activity, unless the event is an Association sponsored and run event. The Association may allow use of the rental space by a 501(c)(3) charitable organization without payment of a rental fee upon the following conditions:

- a. Such rentals are subject to prior approval by the Association's Board;
- b. Only one such use shall be allowed per calendar quarter;
- c. A specific 501(c)(3) organization will only be granted a maximum of one (1) use per year;
- d. Although use will generally be granted on a first-come, first-serve basis, the Association may give preference to a 501(c)(3) organization that has not previously used the rental space, or who has made less use of the rental space than another organization requesting the use; and
- e. Such use shall be limited to no more than five (5) hours (includes set up and breakdown), unless otherwise approved by the Association. Although no rental fee will be charged, the Association may still determine that other fees and security deposits are due, and will so advise the organization. Additionally, all other terms of the rental agreement (including the requirement for insurance) still apply.

34. Reserving residents must notify the Association at the time the reservation is made whether alcohol is to be served at any event. Association staff and/or the community patrol officers have the right to shut down an event when a policy violation occurs related to alcohol use. Please see Alcohol Consumption Operating Procedures.

35. If alcoholic beverages are to be consumed for a Club event, residents are required to review and sign the Statement Regarding Alcoholic Beverage Use.

36. The reserving resident shall procure (if the reserving resident does not already have) and maintain an insurance policy covering the reserving resident, reserving resident's guests, and any other invitee(s) for bodily injury and property damage as a result of the use of the Events Pavilion. Resident shall name the K Hovnanian's Four Seasons at The Ranch Community Association, K. Hovnanian Homes and Seabreeze Management Company as an additional insured and shall provide the Association with evidence of same prior to the use of the Club. If reserving resident retains any vendors (collectively, "Vendor"), reserving resident shall require, as part of his/her contract with Vendor, that Vendor: (1) procure and maintain comprehensive general liability insurance, (2) name the K Hovnanian's Four Seasons at The Ranch Community Association, K. Hovnanian Homes and Seabreeze Management Company as an additional insured, and (3) provide Association with evidence of same prior to the use of the rented space.

38. Notwithstanding the foregoing, Association-approved Community clubs or organizations may reserve and utilize the Club free of charge.

39. The Developer is exempt from these guidelines/policies.

40. Each household may reserve a maximum of four private events in a calendar year. Each household will be limited to one private event in the month of December, depending on availability.

B. Reservation Procedure

1. All requests for reservation of the Events Pavilion must be made in writing to the Association's Lifestyle Coordinator.

2. Reservations are accepted on a first come, first serve basis. The completion of the Events Pavilion Reservation Form, the Events Pavilion Use Agreement, the Statement Regarding Alcoholic Beverage Use and receipt of the necessary fees and deposit are required for a reservation.

3. Reservations must be made within 6 months of the requested rental date.

4. The following items must be submitted at least fourteen (14) days prior to the desired rental date. A resident's reservation will not be considered confirmed and final until the Association's community manager has received and approved each of the following:

- a. Events Pavilion Reservation Form
- b. Events Pavilion Use Agreement
- c. Statement Regarding Alcoholic Beverage Use
- d. Rental Fee, Non-refundable
- e. Security Deposit, Refundable
- f. Security Guard Fee, Non-refundable
- g. Resident Insurance policy showing coverage and Association as additional insured.
- h. Vendor insurance policy showing coverage and Association, K. Hovnanian Homes and Seabreeze Management Company as additional insured(s) (if applicable).

C. Cancellation Procedure

1. Any cancellations less than Ten (10) days prior to the event will be charged half of the reservation fee and any Security Guard fees, if applicable.

D. Fees and Deposits

1. Residents must pay the following fees and deposits in order to reserve rooms.

2. A non-refundable Rental Fee ("Fee") as shown on Events Pavilion Reservation Form. The Fee maybe paid via check or money order payable to K Hovnanian's Four Seasons at The Ranch Community Association.

3. A refundable Security Deposit ("Security Deposit") as shown on Events Pavilion Reservation Form. This Security Deposit may be paid via check or money order payable to K Hovnanian's Four Seasons at The Ranch Community Association. The Security Deposit is refundable upon confirmation that the rented space was left clean, in good condition. Any costs incurred by the Association to clean or repair the facilities or to have trash removed due to the event/function will be deducted from the Security Deposit. In the event such costs exceed the amount of the Security Deposit, the reserving resident shall be

responsible for such additional costs and his/her liability shall not be limited to the amount of the Security Deposit.

4. A non-refundable Security Guard fee for a minimum of 4 hours as shown on the Events Pavilion Reservation Form. The fee may be paid via check or money order payable to K Hovnanian's Four Seasons at The Ranch Community Association.

E. Additional Rental Terms and Conditions

1. The refundable Security Deposit will be returned to you within 14 days, or check destroyed, by authorized staff upon inspection and approval of the rental post-event.
2. Allow for set-up and clean-up of your event within the time frame of the rental agreement.
3. A fine of up to \$200 per hour will be assessed if rental exceeds designated rental time (including clean up time).
4. A fine of up to \$200 can be assessed if furniture is not returned to original location.
5. All rates are subject to change by the Association at any time.
6. Violation of any rental terms may result in the loss of future rental privileges and/or a fine of up to \$200.

F. Rental Hours and Event Scheduling:

1. The Events Pavilion may be reserved for up to 8 hours in one day (including set up and clean up).
2. The rentable areas may be reserved hourly with a minimum of 4 hours and a maximum of 8 hours.

Monday – Thursday: 8:00 a.m. – 10:00 p.m.

Friday & Saturday: 8:00 a.m. – 11: 00 p.m.

Sunday: 9:00 a.m. – 10:00 p.m.

3. Resident must plan to be present to sign for deliveries.
4. Overnight storage of equipment or supplies is not allowed.
5. The Events Pavilion will not be available for rental on the following holidays: New Year's Eve, New Year's Day, Easter Sunday, Memorial Day, July 4th, Thanksgiving Day, Christmas Eve, Christmas Day and Super bowl Sunday.

G. Alcohol Consumption Operating Procedures

1. These operating procedures establish guidelines for controlling the sale and/or consumption of alcohol on Association property. The Association is bound by applicable statutes and must regulate the Club under its control.
2. Residents and guests utilizing Association property are obligated to follow state law as well as the Association's Governing Documents and Rules and Regulations.
3. Cash bars will not be allowed at the event per these Rules and Regulations. The reserving resident may provide, but not sell, alcohol to their guests for consumption only if all of the following conditions are met:
 - a. Prior authorization received from the Association or Community General Manager.
 - b. The alcohol is lawfully purchased from a licensed distributor/retailer.
 - c. Alcohol is served in accordance with the laws of the State of California and any city or local laws.
 - d. The reserving resident provides proof of insurance naming the Association, K. Hovnanian Homes (for so long as K. Hovnanian Homes owns any property in the Community) and Seabreeze Management Company as additional insureds to the reserving resident's homeowner's personal

liability insurance policy with \$300,000/\$300,000 individual/aggregate liability limits. Proof of this insurance rider is required to be provided to the Association and the Management Company 14 days prior to the event.

4. In accordance with California State Law, no one under the age of 21 shall be served an alcoholic beverage while on the premises.
5. No one in attendance at the event is to be served an alcoholic beverage when such person is intoxicated.
6. Any abuse of alcohol privileges may result in immediate termination of the function.

H. Cleanup Requirements.

All of the following conditions must be met in conjunction with use of the Events Pavilion. Portions of the Security Deposit may be held if these guidelines are not followed.

1. Applicant must check facility beforehand to make sure it is in order.
2. The Club floors to be vacuumed/swept after use.
3. Pantry shall be cleaned, and all counters wiped down and floors mopped.
4. No debris or trash shall be left in the bathrooms or any portion of the facilities. Reserving resident is responsible for providing their own trash bags.
5. Any damage to the facility or cleaning needed after the event will be deducted from the Security Deposit. If this amount is greater than the deposit the reserving resident will be billed accordingly, and such amount shall be due to the Association immediately.
6. All decorations must be removed from doors, windows, etc. All tape used to hang decorations must also be removed and under no circumstances are decorations to be attached to the interior or exterior walls.
7. All trash generated by the event is to be removed immediately following the event at the reserving resident's expense. Otherwise, the Association will make arrangements to have the trash removed and hauled away at the reserving resident's expense and may deduct all such costs from the reserving resident's security deposit.

FAILURE TO ADHERE TO THE REQUIREMENTS SET FORTH HEREIN IS A VIOLATION OF THIS POLICY AND MAY SUBJECT THE RESIDENT RESERVING THE CLUB TO ENFORCEMENT ACTION BY THE ASSOCIATION, INCLUDING, WITHOUT LIMITATION, A FINE IN ACCORDANCE WITH THE ASSOCIATION'S FINING POLICY AND/OR SUSPENSION OF MEMBERSHIP PRIVILEGES IN ACCORDANCE WITH K HOVNANIAN'S FOUR SEASONS AT THE RANCH COMMUNITY ASSOCIATION GOVERNING DOCUMENTS.

K HOVNANIAN'S FOUR SEASONS AT THE RANCH COMMUNITY ASSOCIATION ELECTION RULES AND PROCEDURES

- 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.
- 2. Membership Voting:** Pursuant to the Association's governing documents, the Association has the following voting classes:
 - a. Class A Members:** Class A Members shall be all Owners, with the exception of Declarant and any Guest Builder (until the conversion of Class B membership to Class A membership as provided in the CC&Rs), and shall be entitled to one (1) vote for each Residential Lot owned. When more than one (1) person holds an interest in any Residential Lot, all such persons shall be Members. The vote for such Residential Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Residential Lot.
 - b. Class B Members:** The Class B Member shall be Declarant and each Guest Builder. Declarant shall be entitled to cast three (3) votes for each Residential Lot owned by Declarant and Guest Builder(s) for which assessments have commenced. The Class B membership shall cease and be converted to Class A membership as described in the CC&Rs.
 - c. Class C Member:** The Class C Member shall be Declarant (whether or not Declarant is an Owner). The Class C membership shall not be considered part of the Voting Power of the Association, and Declarant shall not be entitled to exercise any Class C votes except for the purpose of electing a majority of the members of the Board. The Class C Member shall, in its sole discretion, be entitled to appoint a majority of the members of the Board until as described in the CC&Rs.

In any election of Directors after the Class B membership has terminated, so long as Declarant or a Guest Builder owns any of the Property or the Annexable Property, Declarant has the right to select at least one (1) Director pursuant to the procedures set forth herein. A representative to the Board selected by Declarant may be removed prior to the expiration of his or her term of office only with the consent of Declarant.

- 3. 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 candidate list shall include the name and address of individuals nominated as a candidate for election to the Board of Directors. 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.

4. Candidate Qualifications: Prior to the First Membership Election, as defined in the Bylaws, the Board shall consist of three (3) directors appointed by Declarant at the organizational meeting of the Association, which Directors need not be Members of the Community Association. Concurrent with the First Membership Election, the Board shall be expanded to include five (5) Directors.

At the First Membership Election, the Declarant (as the Class C Member) shall designate a majority of the Board and the remaining Directors shall be elected by the Class A Members (excluding Declarant). The Directors appointed by Declarant shall serve for a term of three (3) years and the Director(s) elected by the Class A Members shall serve for a term of two (2) years. After the expiration of the initial terms, all Directors' terms shall be two (2) years.

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

- a. The Candidate must be an Owner or an agent of the Declarant as long as Declarant owns any property within the Community. 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 no regular or special assessment is past due by more than three (3) months;
- c. The Candidate may not hold a joint ownership interest in the same separate interest as any other candidate or incumbent director; and
- 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.

5. Director Requirements: Except for Directors appointed by the Declarant using its Class C membership, the Board, by a majority vote of the Directors who meet all of the required qualifications to be Director, may declare vacant the office of any Director who fits into any of the following categories:

- a. The Director does any of the following:

- i. Fails to be an Owner;
- ii. Holds a joint ownership interest in the same separate interest as any other candidate or Director;
- iii. Fails to attend three (3) consecutive regularly scheduled meetings of the Board or fails to attend more than six (6) meetings of the Board, regular or special, within any twelve (12) month period;
- iv. Fails to comply with a duly approved action of the Board;
- v. Fails to comply with the Association's governing documents, having been provided proper notice and received a due process hearing at which the Board determines that a violation exists; or
- vi. Fails to be current in the payment of all regular or special assessments.

b. The Director engages in any of the following behavior:

- i. Receives any type of monetary gain, or other gain such as services, products, gifts or gratuities of a significant value, which have been provided in relation to a Director's service on the Board, and which is not disclosed. Disclosure must take place at an open meeting of the Board and be recorded in the minutes. Compensation for services duly approved by the Board and unrelated to duties as a Director or officer of the Association, or reimbursement of expenses associated with service to the Community do not constitute unethical or detrimental behavior and are permissible;
- ii. Takes any action considered to be grossly detrimental to the general safety, health and welfare of the Community and its Members; or
- iii. Addresses fellow Directors with abusive language in such a manner that causes distress and emotional harm. Abusive language is any language which causes humiliation or intimidation, or inflicts ridicule, coercion, threats or mental abuse, or other language of a punitive nature, or language which is prejudicial or grossly profane.

c. The Association is aware or becomes aware of a past criminal conviction of the Director that would, if the Director remains on the Board, either prevent the Association from purchasing the fidelity bond coverage required by Civil Code §5806 or terminate the Association's existing fidelity bond coverage

6. Nominations: Nomination for election to the Board may be made from any qualified Member. Any Member may nominate themselves 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. If the number of Candidates on the ballot is less than the number of openings on the Board, nominations may be made from the floor at the annual meeting. All Candidates shall have a reasonable opportunity to communicate their qualifications to Members and to solicit votes. Write-in Candidates are not permitted.

- 7. 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.
- a. 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.
- b. 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.
- 8. 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.
- 9. 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:".
- 10. Declarant Selection Right:** In any election of Directors after the Class B membership has been terminated, so long as Declarant or a Guest Builder owns any of the Property or the Annexable Property, at least one (1) Director shall be selected by Declarant and may be removed prior to the expiration of his or her term of office only with the consent of Declarant. The procedure for Declarant's selection of at least one (1) Director shall consist of the Association, through its Inspector of Election, providing Declarant with a secret ballot to select at least one (1) Director for a two (2) year term. The form of the secret ballot is hereby attached as Exhibit "A."

11. Proxies: At all meetings of Members each Member may be present in person or by a representative, known as a proxy, duly authorized by an instrument in writing, executed by such Member and filed with the Secretary of the Association prior to the meeting to which it is applicable. Proxies shall specify the person or persons authorized to exercise the proxy and the length of time the proxy will be valid. Any proxy distributed by any person to the membership of the Community Association shall afford the opportunity to specify a choice between approval or disapproval between each matter or group of matters to be acted upon, and where the Member specifies a choice, the vote shall be cast in accordance with that choice. All proxies shall be revocable at any time by written notice to the Secretary of the Association or by attendance in person by such Member at the meeting for which such proxy was given and all proxies shall automatically cease when the ownership interest or interests of the Member entitling such Member to membership in the Association ceases. In any event, no proxy shall be valid after the expiration of eleven (11) months from the date of the proxy, unless otherwise provided in the proxy, except that the maximum term of any proxy shall be three (3) years from the date of execution. Such powers of designation and revocation may be exercised by the guardian of any such Member's estate or by such Member's conservator, or in the case of a minor having no guardian, by the parent entitled to such minor's custody, or during the administration of any such Member's estate, by its executor or administrator where the latter's interest in such property is subject to administration in its estate.

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) such a period of time as required by law.

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.

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.

Exhibit "A"

[DECLARANT BALLOT – SAMPLE]

IRREVOCABLE SECRET BALLOT

K Hovnanian's Four Seasons at The Ranch Community Association

ELECTION OF DIRECTORS

[date]

[location]

Voting Instructions: In accordance with CC&Rs Article 4, Section 4.4, the Declarant is entitled to elect at least one (1) director for a two-year term. Please indicate your election below.

Election of Declarant Director

Please return your ballot according to the enclosed instructions. Please ensure that your name, address and signature are on the outside of the return envelope, but not on this form. In order to be counted, this secret ballot must be returned to the Association in accordance with the published instructions or be presented in person at the Annual Meeting.

PLEASE RETURN YOUR BALLOT BY p.m. ON
BALLOT TO THE MEETING.

OR YOU MAY BRING YOUR

Collection Policy

Prompt payment of assessments by all Owners is critical to the financial health of the Association. Accordingly, the Board of Directors takes its obligations under the Declaration of Covenants, Conditions and Restrictions ("CC&Rs") and the California Civil Code to enforce the members' obligation to pay assessments very seriously. The Board has adopted this Collection Policy in an effort to discharge that obligation in a fair, consistent and effective manner. All policies and practices outlined below shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the Board of Directors. Therefore, pursuant to the CC&Rs and applicable sections of the California Civil Code, the following is the Association's Assessment Collection Policy:

A. General Provisions:

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. 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 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.
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 the Association enter into an agreement providing for payments to be applied in a different manner.
4. When any regular or special assessment remains unpaid 15 days past its due date, said assessment shall be subject to a late charge not exceeding 10% of the delinquent assessment or \$10.00 whichever is greater in accordance with California Civil Code 5650(b)(2), unless the Declaration of Covenants, Conditions and Restrictions specifies a smaller amount.
5. In accordance with California Civil Code 5650(b)(3), the Board may impose interest on all sums, including the delinquent assessment, reasonable costs of collection, and late charges, at a rate not to exceed 12% per annum, commencing 30 days after the assessment becomes due, unless the declaration specifies a rate of a lesser amount.
6. When any assessment remains unpaid 90 days past its due date, the Association, through its Management Company, shall mail a pre-lien notification ("Pre-Lien Notification") to the Owner as required by California Civil Code 5660 by certified and first class mail, to the Owner's mailing address of record advising the Owner 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 for the pre-lien notification, which shall be charged to the delinquent member's account.
7. Within 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 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 Residential lot 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 homeowner 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.

8. If an Owner fails to pay the amounts set forth in the Pre-Lien notification and fails to request IDR within 45 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 Owner. A fee for the lien processing work and a fee for the preparation and mailing said Notice of Delinquent Assessment by the agent, trustee or attorney employed by the Association, shall be charged to the delinquent Owner'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.
9. The decision to foreclose on a lien must be made by a majority of the Board in an Executive Session meeting and the Board 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 homeowners the option of participating in IDR or Alternative Dispute Resolution ("ADR").
10. After 30 days from recording the Notice of Delinquent Assessment, the Association may turn the Owners 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 \$1,800.00 or more, excluding accelerated assessments and specified late charges and fees; or (b) the assessments are delinquent for more than 12 months. However, upon review of the Owner's delinquent account, the Board may decide to take small claims court action. The Association is authorized under California law to charge the Owner reasonable costs of collection for any action utilized.
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"
12. An Owner is entitled to inspect the Association's accounting books and records to verify the amounts owed on their account pursuant to California Civil Code 5205. 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.
13. Owners have the right to provide a secondary address for mailing for purposes of collection to the Association. 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.

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 c/o Seabreeze Management Company, 26840 Aliso Viejo Parkway, Suite 100, Aliso Viejo, CA 92656, 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.
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. This policy is subject to change upon 30 day written notice.
16. Return Payment Fee is \$25.00 plus any applicable bank charges.
17. The Board is authorized to impose monetary penalties and to temporarily suspend certain membership privileges and impose other appropriate discipline for failure to comply with the Declaration, Bylaws, Rules and Regulations or Design Guidelines. Enforcement of the Governing Documents depends on the participation and cooperation of all Owners, lessees and guests of the Owners.

Enforcement Procedures: Violations and Fine Procedures

A. Reporting Violations

1. **Reporting Violations.** Violations may come to the attention of the Association through written complaints by Owners or through visual observations by one or more Board members, by the Covenants Committee or by the Management Company.
2. **Written Complaints.** All complaints must be submitted on the Violation Complaint Report form attached to these Rules and Regulations to the Board, in care of the Management Company, with the complainant's name, address and telephone number, in order for action to be taken regarding an alleged violation. Each complaint must cite the name, date, time and nature of the violation and provide a factual statement supporting the charges of the alleged violation. Finally, the Board may determine the violation to be a neighbor-to-neighbor dispute resolution policy.
3. **Confidentiality.** Complaints will be held in confidence to the extent permissible by law; however, if requested by the Board, it is the responsibility of the person filing the complaint to appear before the Board to be heard regarding the alleged violation.
4. **Violation Notification**
 - a) **Correspondence #1: Courtesy Notice.** Upon observation of a violation or receipt of a written complaint, the Association will send a Courtesy Notice to the offending Owner of record at the address appearing in the records of the Association and, if the Residence is rented, to the tenant. The Courtesy Notice will describe the general nature of the alleged violation and request correction of the violation by a stated date.
 - b) **Correspondence #2: Violation Notice and Notice of Hearing.** If the alleged violation is not cured by the date in the Courtesy Notice, the Association will send a Notice of Hearing, inviting Owner to attend a meeting and advising the Owner that monetary fines and penalties may be imposed ("**Notice of Hearing**"). Owners do not have to attend in person and may submit written explanation prior to the meeting.
 - c) The Association may, but is not required to, send a courtesy notice for an alleged violation and may proceed to send notice of hearing, request internal dispute resolution (IDR), alternative dispute resolution (ADR) or commence legal action for any alleged violation.

B. Hearing Procedures

1. **Violation Hearing.** If the violation is not corrected before the scheduled hearing, the Board will hold a hearing on the date and at the time and place set forth in the Notice of Hearing ("**Hearing**"). The Hearing will be held regardless of whether the Owner attends the Hearing, and an appropriate monetary fine and other penalties may be imposed, including, without limitation, the suspension of membership rights in accordance with the Governing Documents. Any determination made by the Board is binding notwithstanding the absence of the Owner.

2. **Owner's Participation at the Hearing.** At the Hearing, the Owner will be given an opportunity to present facts and/or arguments disputing the alleged violation and/or against the imposition of any penalty or disciplinary action. If the Owner cannot attend the Hearing, he or she may submit a written statement and any supporting information to the Association. At the Hearing, the Owner will be given an opportunity to present extenuating or mitigating facts or arguments. If an Owner fails to attend the hearing, the Board will decide the case on the facts presented in the written complaint(s), the Owner's written statement submitted in lieu of appearing at the Hearing, or on other pertinent oral or written evidence presented to the Board.
3. **Board's Findings.** The Board will make a determination as to whether a violation was committed. If the Board determines that a violation exists or was committed, the Board can impose reasonable monetary penalties and/or discipline against the Owner as provided for in the Declaration and in these Rules and Regulations.
4. **Sanctions.** If the Owner has corrected the violation within the timeframes given, the Board may consider not imposing any additional monetary fines or penalties. If the Owner continues to be in violation, the Board will determine what sanctions are appropriate.
5. **Notice of Disciplinary Action.** If the Board imposes discipline, the Board shall provide the Owner a written notification and explanation of the suspension.
6. **Suspension of Privileges and Monetary Penalties.** If the Board finds an Owner (and/or his or her guests, residents, or tenants) in violation of the Governing Documents, after reviewing the evidence presented at the Hearing, pursuant to the guidelines set forth in the Association's Declaration and Bylaws, the Board may in its discretion levy any or all of the following penalties and sanctions:
 - a. Monetary fines: all fines will continue month after month until cleared;
 - b. Suspension of an Owner's (and/or his or her guests, residents or tenants) membership rights and privileges; including but not limited to, loss of access to the amenities (pools, pickleball courts, and clubhouse), and deactivation of transponders and key fobs.
 - c. Suspension of an Owner's right to vote on all Association business;
 - d. Removal of any non-conforming structure or improvement; and
 - e. Compliance Assessment against an Owner for any costs incurred by the Association, including attorney's fees and costs, with respect to the violation.
7. **Fine Schedule.** The Board may impose fines which shall be in addition to any assessment levied to reimburse the Association for expenses and costs. Fines may be levied in accordance with the following schedule:

Violation	Range of Fine Amount
First violation of any kind	\$100 to \$200 per month (or occurrence)
Second violation of the same or similar kind within a 12-month period	\$200 to \$300 per month (or occurrence)
Third violation of the same or similar kind within a 12-month period	\$300 to \$500 per month (or occurrence)

1. Age and Occupancy Requirements (Age Qualified Housing Policies)

K HOVNANIAN'S FOUR SEASONS AT THE RANCH IS BEING DEVELOPED AS A "SENIOR CITIZEN HOUSING DEVELOPMENT" AS DEFINED IN CALIFORNIA CIVIL CODE SECTION 51.11, AND "HOUSING FOR OLDER PERSONS," AS DESCRIBED IN THE FEDERAL FAIR HOUSING AMENDMENTS ACT OF 1988 (TITLE 42 U.S.C. SECTION 3601, ET SEQ.), THE EXEMPTIONS UNDER TITLE 42 U.S.C. SECTION 3601(B)(2) AND THE FAIR EMPLOYMENT AND HOUSING ACT (CALIFORNIA GOVERNMENT CODE SECTION 12900, ET SEQ.) ALL AS AMENDED. IN ACCORDANCE WITH THESE LAWS, ANYONE WHO IS NOT A "QUALIFYING RESIDENT," "QUALIFIED PERMANENT RESIDENT," OR "PERMITTED HEALTH CARE RESIDENT" MAY OWN A LOT IN THE COMMUNITY BUT MAY NOT OCCUPY IT, EXCEPT IN LIMITED SITUATIONS. BY OWNING A RESIDENCE WITHIN K HOVNANIAN'S FOUR SEASONS AT THE RANCH, EACH OWNER AGREES TO COMPLY WITH THE AGE AND OCCUPANCY RESTRICTION REQUIREMENTS SET FORTH IN ARTICLE 7 OF THE DECLARATION AND WITH THE AGE QUALIFIED POLICIES SET FORTH HEREIN.

A. Definitions.

The defined terms used in these Age Qualified Housing Policies shall have the meanings set forth below.

1. **"Board"** means the board of directors of the Association.
2. **"Community"** means the community commonly known as K Hovnanian's Four Seasons at The Ranch, located in the City of Beaumont, in Riverside County.
3. **"Association"** means the K Hovnanian's Four Seasons at The Ranch Community Association, a California nonprofit mutual benefit corporation, its successors and assigns.
4. **"Occupant"** means a person that is entitled to occupy from time to time all or a portion of a Residence, whether as an invitee of the Owner or pursuant to a lease, sublease, license or other similar agreement.
5. **"Owner"** means the record owner, whether one or more persons of a Residence within Community.
6. **"Permitted Health Care Resident"** means a person hired to provide live-in, long-term, or terminal health care to a Qualifying Resident, or a family member of the Qualifying Resident providing that care. For the purposes of this Section, the care provided by a Permitted Health Care Resident must be substantial in nature and must provide either assistance with necessary daily activities or medical treatment or both.
7. **"Qualifying Resident"** means a person 55 years or older.
8. **"Qualified Permanent Resident"** means the following:
 - a. A person who meets both of the following requirements:
 - b. Was residing with the Qualifying Resident prior to the death, hospitalization or other prolonged absence of, or the dissolution of marriage with, the Qualifying Resident; and
 - c. Was forty-45 years of age or older, or was a spouse, cohabitant, or person providing primary physical or economic support to the Qualifying Resident. For purposes of this Section, a "cohabitant" is a person who lives with the Qualifying Resident as a husband or wife, or as a

domestic partner under California Family Code Section 297. The domestic partnership law requires both partners to be over 18 (unless otherwise permitted by court order) and to file a Declaration of Domestic Partnership with the California Secretary of State. For purposes of this Section, “primary physical support” means substantial support with tasks the Qualifying Resident cannot perform on their own (including daily chores, assistance with hygiene, errands) and “primary economic support” means financial support exceeding the income and other financial support received by the Qualifying Resident.

- d. Subject to the requirements set forth in Section E (Disabled Persons) below, a Qualified Permanent Resident also means a disabled person or person with a disabling illness or injury who is a child or grandchild of the senior citizen or a Qualified Permanent Resident who needs to live with the Qualified Permanent Resident because of the disabling condition, illness or injury. For purposes of this Section, “disabled” means a person with a “physical disability” or “mental disability” as defined in California Government Code Section 12926 and a “disabling injury or illness” means an illness or injury which results in a condition meeting the definition of “physical disability” or “mental disability” as defined in California Government Code Section 12926.
- 9. **“Senior Citizen Housing Laws”** means California Civil Code Section 51.11, and “Housing for Older Persons,” as described in the Federal Fair Housing Amendments Act of 1988 (Title 42 U.S.C. Section 3601, et seq.), the exemptions under Title 42 U.S.C. Section 3607(b)(2) and the Fair Employment and Housing Act (California Government Code Section 12900, et seq.) all as amended, and any other applicable California or federal laws applicable to senior housing developments.

10. Occupancy Restrictions.

- a. For each individual Residence within the Community, persons commencing occupancy in the Residence must include at least one Qualifying Resident who intends to use the Residence as his or her primary residence on a permanent basis. At least 80% of the occupied Residences in K Hovnanian’s Four Seasons at The Ranch must be occupied by one or more Qualifying Residents. The only other persons allowed to occupy a Residence must be a Qualifying Resident, a Qualified Permanent Resident or a Permitted Health Care Resident, as defined in Article 7 of the Declaration, these Age Qualified Housing Policies and the Senior Citizen Housing Laws. Except as allowed under Section C (Continued Occupancy by Permitted Healthcare Residents after Death or Prolonged Absence of a Qualifying Resident) below, a Permitted Health Care Resident may occupy a Residence only while actually providing live-in, long-term, or hospice health care to a Qualifying Resident for compensation. For purposes hereof, “for compensation” shall include provision of lodging and food in exchange for care qualifies as compensation. The Board may adopt rules that establish additional occupancy requirements to comply with Senior Citizen Housing Laws.

11. Continued Occupancy by Qualified Permanent Residents.

- a. Continued Occupancy by Qualified Permanent Residents after death or prolonged absence of Qualifying Resident. Upon the death, dissolution of marriage, or upon hospitalization or other prolonged absence of the Qualifying Resident, any Qualified Permanent Resident who is not yet 55 years of age, but who was residing with such Qualifying Resident at the time of the death or

dissolution, or on the date of commencement of hospitalization or prolonged absence of the Qualifying Resident, shall be entitled to continue to occupy the Residence in accordance with the Declaration and Senior Citizen Housing Laws.

12. Continued Occupancy by Permitted Healthcare Residents after Death or Prolonged Absence of a Qualifying Resident.

- a. A Permitted Health Care Resident shall be entitled to continue his or her occupancy as a permitted resident in the absence of the Qualifying Resident only if both of the following are applicable:
- b. The Qualifying Resident became absent from the Residence due to hospitalization or other necessary medical treatment and expects to return to his or her Residence within 90 days from the date the absence began; and
- c. The absent Qualifying Resident or an authorized person acting for the Qualifying Resident submits a written request to the Board stating that the Qualifying Resident desires that the Permitted Health Care Resident be allowed to remain in order to be present when the Qualifying Resident returns to the Residence. Upon written request by the Qualifying Resident or an authorized person acting for the Qualifying Resident, the Board shall have the discretion to allow a Permitted Health Care Resident to remain for a time period longer than 90 days from the date that the Qualifying Resident's absence began, if it appears that the Qualifying Resident will return within a period of time not to exceed an additional 90 days.

13. Disabled Persons.

- a. The provisions of this Section E shall apply to a person who is a Qualified Permanent Resident pursuant to subsection A8 (d) of the definition of Qualified Permanent Resident set forth above.
- b. For any person who is a Qualified Permanent Resident whose disabling conditions ends, the Owner or the Board may require the formerly disabled resident to cease residing in the Residence upon receipt of 6 months' written notice; provided, however, that the Owner or the Board may allow the person to remain a resident for up to one year after the disabling condition ends.
- c. The Board may take action to prohibit or terminate occupancy by a person who is a Qualified Permanent Resident by virtue of a disabling condition if the Board finds, based on credible and objective evidence, that the person is likely to pose a significant threat to the health or safety of others that cannot be ameliorated by means of a reasonable accommodation; provided, however, that action to prohibit or terminate the occupancy may be taken only after doing both of the following:
- d. Providing reasonable notice to and an opportunity to be heard for the disabled person whose occupancy is being challenged, and reasonable notice to the co-resident parent or grandparent of that person; and
- e. Giving due consideration to the relevant, credible, and objective information provided in the hearing. The evidence shall be taken and held in a confidential manner, pursuant to a closed session, by the Board in order to preserve the privacy of the affected persons. The affected persons shall be entitled to have present at the hearing an attorney or any other person authorized by them to speak on their behalf or to assist them in the matter.

14. Resale or Lease.

- a. When each Residence is sold or leased, the persons commencing occupancy must include at least one Qualifying Resident who intends to use the Residence as his or her primary residence on a permanent basis. Each lease or rental agreement and each purchase agreement for resale of a Residence in the Community shall contain a statement in the form provided by the Association certifying that the occupants of the Residence intend to comply with the age and occupancy restrictions imposed by this Declaration and the Senior Citizen Housing Laws. Within 60 days after entering into a lease of a Residence, the Owner must provide the Association with a copy of the lease, including the certification.

15. Occupancy by Persons Who Do Not Meet Age and Occupancy Requirements.

- a. Persons less than 55 years of age who do not qualify as Qualified Permanent Residents or Permitted Health Care Residents shall not be entitled to occupy, visit, or reside in any Residence for more than 60 calendar days, whether consecutive or non-consecutive, in any calendar year.

16. Compliance with Reporting Requirements – Owner.

- a. By accepting a deed to a Residence within the Community, each Owner covenants and agrees as follows:
- b. To fully and truthfully respond to all requests by the Association for age and occupancy information concerning each occupant of the Owner's Residence, and to cause all occupants of the Owner's Residence to cooperate by providing such information. Owners understand and acknowledge that age and occupancy information shall be requested by the Association as part of its obligation to conduct regular age and occupancy surveys of the Community;
- c. To cooperate and to cause all residents of the Owner's Residence to cooperate in the Association's age and occupancy surveys. Each Owner understands, acknowledges and agrees that such surveys are required to maintain the Community's eligibility to continue operating as an age and occupancy restricted Age Qualified Community under Senior Citizen Housing Laws;
- d. In the event of the change of occupancy of any Residence, the Owners of the Residence shall immediately inform the Board in writing and shall provide the Board the names and ages of all current occupants of the Residence, and such other information as the Board reasonably requests to verify the ages and qualifications of all occupants;
- e. To ensure that all occupants of the Owner's Residence comply at all times with all provisions of the Governing Documents, including restrictions on age and other qualifications of permanent occupants and limiting the duration of visits by temporary occupants of those who do not meet the age and occupancy restrictions; and
- f. To indemnify, defend and hold harmless the Association, Declarant under the Declaration and Guest Builders under the Declaration from any and all claims, losses, damages and causes of action which may arise from such Owner's failure to comply.

17. Compliance with Reporting Requirements – Occupants. Each Occupant of a Residence shall:

- a. Fully and truthfully respond to all requests by the Association for the resident's age and occupancy information, which information, in the judgment of the Board, is reasonably necessary to ensure that the Community complies with Senior Citizen Housing Laws; and

- b. Comply with the Governing Documents, including restrictions on age and other qualifications of permanent occupants and limiting the duration of visits by temporary occupants or those who do not meet the age and occupancy restrictions.

18. Enforcement of Age Restrictions.

- a. If a violation of this Article occurs, then in addition to other remedies authorized under this Declaration, the Association may take legal action to remove the violating person from the Residence.

19. Occupancy Surveys.

- a. Each Owner shall cause to be completed an Occupancy Survey, attached here as Exhibit "A", upon request by the Association.

IN ORDER TO ENSURE THAT THE COMMUNITY CONTINUES TO COMPLY WITH APPLICABLE LAW, THE INFORMATION REQUIRED TO BE PROVIDED IN THIS FORM MAY BE COLLECTED BY THE ASSOCIATION AT THE FIRST CLOSE OF ESCROW FOR THE PROPERTY, THE CLOSING OF EACH RE-SALE, THE COMMENCEMENT OF EACH LEASE TERM AFFECTING THE PROPERTY, AND WHENEVER A NEW OCCUPANT MOVES INTO A RESIDENCE, BUT IN NO EVENT LESS FREQUENTLY THAN ONCE EVERY 2 YEARS. THE BOARD MAY, IN ITS DISCRETION, REQUIRE THAT THIS INFORMATION BE COLLECTED MORE FREQUENTLY IF NECESSARY, TO ASSESS COMPLIANCE WITH THE DECLARATION AND APPLICABLE LAW. THE INFORMATION COLLECTED IN THIS FORM WILL BE HELD IN CONFIDENCE TO THE GREATEST DEGREE POSSIBLE. A WRITTEN SUMMARY OF THE INFORMATION YOU PROVIDE WILL BE KEPT ON FILE WITH THE ASSOCIATION AND MADE AVAILABLE FOR INSPECTION.

Alternative Dispute Resolution Policy

The purpose of this resolution is to provide each resident with a summary of Civil Code Section 5965, which governs the enforcement of the covenants and restrictions of the Association's governing documents.

This section provides that, subject to several exceptions, in disputes regarding the enforcement of the Association's governing documents, the parties to the disputes i.e., the homeowner and the Association, shall offer to resolve the dispute through arbitration or mediation prior to initiating litigation. The form of this Alternative Dispute Resolution ("ADR") may be binding or non-binding. Please note that failure of either the Association or the owner to offer or participate in ADR may be a basis for ruling against such party.

The California legislature has also provided that each year, your Association must send out a summary of this law and that summary must specifically include the following excerpt of the law:

"Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of the member's right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law."

As you can see, the failure to comply with this law may prejudice your rights. We strongly urge each one of you to carefully read the statute and consult with an attorney prior to commencing any litigation regarding the enforcement of the governing documents.

Internal Dispute Resolution Policy

Either party (Association or Owner) to a dispute may invoke the following procedure:

1. The party may request the other party to meet and confer, in an effort to resolve the dispute. The request shall be in writing.
2. An Owner may refuse an Association request to meet and confer. The Association may not refuse an Owner's request to meet and confer.
3. The Board hereby designates the President or in his/her absence, the Vice-President ("Board Designee"), as well as the Community Manager to meet and confer with the Owner. The Board Designee shall also have the right to request the Chairperson of any applicable Committee involved in the dispute to assist the Board, attend the meet and confer session with the Owner. The Board Designee and the Community Manager shall both meet together with the Owner regarding the dispute.
4. If the Association is pursuing litigation related to a delinquent assessment, the Board designates the Treasurer in lieu of the President as the Board Designee.
5. Although not precluded, attorney participation in the Internal Dispute Resolution ("IDR") is discouraged in order to maintain direct discussions between the principals of the dispute and to maintain the goal of resolution through an expeditious process. To the extent Owner requires that his/her/its attorney attend the IDR Process, the Owner shall be required to give five (5) business days' notice to the Association so that the Association can ascertain if it desires its legal counsel to also attend.
6. The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other and confer in good faith in an effort to resolve the dispute.
7. A resolution of the dispute agreed to by the parties shall be finalized in writing and signed by the parties, including the Board Designee on behalf of the Association.
8. The Agreement reached by the Owner and the Board Designee binds the parties and is judicially enforceable if both the following conditions are satisfied:
9. The Agreement is not in conflict with the law or the governing documents of the Association; and
10. The Agreement is ratified by the Board at the next regularly scheduled meeting of the Board following the date that the Agreement is executed by the Owner and the Board Designee.
11. The Owner participating in the IDR process shall not be charged a fee to participate in the IDR.

Forms

K Hovnanian's Four Seasons at The Ranch Community

Violation Complaint Report Form

Name: _____

Address: _____

Phone

Number: _____

Email

Address: _____

DETAILED DESCRIPTION OF INCIDENT (Please give as much information as possible such as date, time, name and address of person(s) involved, damage, location, license # or anything else which may be pertinent):

Provide the names and phone numbers of any witnesses:

1. _____
2. _____
3. _____
4. _____

Were any photographs taken? Yes ☐ No ☐ By whom? _____ Attach all photographs to this form or forward to the Association as soon as possible. Include photographer's name and date photographs were taken, and the names of any individuals present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS.

Signature

Date Signed

Printed Name

K Hovnanian's Four Seasons at The Ranch Community Association

c/o Seabreeze Management Company

5000 Hopyard Road, Suite 310

Pleasanton, CA 94588

Attn: General Manager

Phone: (800) 232-7517

Website: www.seabreezemgmt.com

K Hovnanian's Four Seasons at The Ranch Community Association

Tenant Registration Form

Return Form to: K Hovnanian's Four Seasons at The Ranch Community Association
 c/o Seabreeze Management Company
 5000 Hopyard Road, Suite 310
 Pleasanton, CA 94588
 Attn: General Manager

OWNER'S NAME(S)

Last	First	Phone #	CDL	Email
Last	First	Phone #		Email
Community Address		Mailing Address		
Resident Key Fob or Transponder Issued (If applicable)				

TENANT NAME(S): Proof of Age must be included, and the Age and Occupancy Survey must be completed

Last	First	Phone #	CDL	Email
Last	First	Phone #	CDL	Email
Resident Key Fob or Transponder Issued (If applicable)				

TENANT VEHICLES

License	Color	Year/Make/Model
License	Color	Year/Make/Model
License	Color	Year/Make/Model

PLEASE LIST ANY OTHER PERSONS IN RESIDENCE

1 _____ 2 _____ 3 _____ 4 _____

ASSIGNMENT OF MEMBERSHIP PRIVILEGES:

I (We) hereby transfer my (our) rights to use the Recreational Facilities for the period from _____ to _____ unless otherwise notified. I/(We) hereby acknowledge full responsibility for the actions of my (our) tenants when using the Recreational Facility and recognize that I (We) will be held directly responsible for violations of the Governing Documents by my (our) tenants. I (We) shall provide my (our) tenants with copies of the Governing Documents prior to the Tenant's occupancy.

Owner Signature

Date Signed

Owner Printed Name

Owner Signature

Date Signed

Owner Printed Name

K Hovnanian's Four Seasons at The Ranch Community Association

Events Pavilion Reservation Checklist

A description of what must be included when returning the application is below. The following items must be submitted at least **fourteen (14) days prior** to the desired rental date. A resident's reservation will not be considered confirmed and final until the Association's community manager has received and approved each of the following:

- ☐ Events Pavilion Reservation Form
- ☐ Events Pavilion Use Agreement
- ☐ Statement Regarding Alcoholic Beverage Use
- ☐ Check for Hourly Rental Fee (\$50 per hour) & Event Security Guard (\$30 per hour)
- ☐ Check for Rental Deposit (\$300), Refundable
- ☐ Resident insurance policy showing coverage and Association as additional insured. Vendor insurance policy must show coverage for K Hovnanian's Four Seasons at The Ranch Community Association, K. Hovnanian Homes, and Seabreeze Management Company as additional insured(s).
- ☐ An appointment to set up a personalized event gate code for private event guests.
- ☐ An appointment to conduct a walkthrough.

Events Pavilion Reservation Form

Return Form to:

Bill Walton

Bill.Walton@seabreezemgmt.com

Resident Information:

Name: _____ Address: _____

Best Phone Number: _____ Email Address: _____

Event Information:

Date: _____ Day of the Week: _____

Start Time: _____ (allow for set up) End Time: _____ (allow for clean-up)

Number of Hours (Minimum of 4 hours and a Maximum of 8 hours): _____

Type of Event: _____ Number of Guests: _____

☐ This event will have a DJ and/ or Music

☐ This is a charity event

Security Guard Fee (For all Events) <i>Security has a minimum charge of four hours; All events include a minimum fee for four hours.</i>	\$30 Hourly Beginning the Second Hour of The Reservation <i>(No security for the first hour to accommodate setup.)</i>
--	--

Insurance Information

*The reserving resident must provide proof of insurance naming K Hovnanian's Four Seasons at The Ranch Community Association, K. Hovnanian Homes, and Seabreeze Management Company as additional insured to the reserving resident's homeowner's personal liability insurance policy with \$300,000/\$300,000 individual/aggregate liability limits. Proof of this insurance rider is required to be provided to the Association and the Management Company **14 days prior** to the event.

Will Alcohol be Served: ☐ Yes or ☐ No

If yes, will a licensed caterer be serving? ☐ Yes or ☐ No

Liability Insurance Waiver Received? ☐ Yes or ☐ No

Required Payments & Documents (HOA Staff fills this portion):

Received by Assoc (Initials)	Description
	Events Pavilion Reservation Form
	Events Pavilion Use Agreement
	Statement Regarding Alcoholic Beverage Use
	Rental Fee <i>(Payable to K Hovnanian's Four Seasons at The Ranch Community Association)</i>
	\$30 per Hour Security Guard Fee <i>(Payable to K Hovnanian's Four Seasons at The Ranch Community Association)</i>
	Refundable Security Deposit <i>(Payable to K Hovnanian's Four Seasons at The Ranch Community Association)</i>
	Resident insurance policy showing coverage and Association and other applicable parties as additional insured.
	Vendor insurance policy showing coverage and Association and other applicable parties as additional insured(s) <i>(if applicable)</i>

Statement Regarding Alcoholic Beverage Use

Will any form of alcohol be served at the subject event? ☐ Yes or ☐ No

Regarding alcoholic beverage use, I acknowledge and agree to abide by the following:

1. This event shall be attended by myself and my personal guests.
2. I shall provide adequate controls to ensure that all persons served alcoholic beverages are at least 21 years of age.
3. No one who is obviously intoxicated will be served or be allowed to consume alcoholic beverages.
4. Intoxicated guest(s) will not be permitted to drive home when departing Resident's function.
5. I assume full responsibility for all guests on the Premises.
6. I shall abide by California laws regarding the use of alcoholic beverages, including but not limited to the following provisions:
 - a. It is illegal to sell alcoholic beverages (including beer and wine) in California without a valid license from the Department of Alcoholic Beverage Control. (Business and Profession Code § 23300).
 - b. A prohibited sale would include forms of indirect sale, such as selling tickets or chips which may be exchanged for drinks or other methods of charging that are determined by the number of drinks served to an individual.

- c. It is a misdemeanor to sell, furnish or give away any alcoholic beverage to any person under the age of 21 years. (Business and Professions Code § 25602).
- d. It is a misdemeanor to sell, furnish or give away any alcoholic beverage to any obviously intoxicated person. (Business and Professions Code § 25602).
- 7. Resident's Failure to Comply: If ANY of these conditions in Paragraphs 1 through 7 are not complied with, Resident's Community Facilities privileges will be taken away indefinitely, and Resident will be responsible for any fines, lawsuits, liabilities, claims, and damages associated with Resident's failure to comply.

Signature: _____ Date: _____

Print Name: _____

Address: _____

Events Pavilion Use Agreement

In consideration for use of the K Hovnanian's Four Seasons at The Ranch Community Association Events Pavilion ("**Community Facilities**") for the above-described event, the undersigned Resident ("**Resident**") hereby agrees as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. _____(Initial)

Resident acknowledges and agrees that Resident has read, understands, and agrees to abide by all terms, conditions, and restrictions of the current K Hovnanian's Four Seasons at The Ranch Events Pavilion Reservation Policy, which terms, conditions and restrictions are hereby incorporated herein by reference. Resident agrees that he/she will be present at all times during the above-described event and that Resident is responsible for and will exercise control over Resident's guests such that other residents are not annoyed, harassed, or inconvenienced in their homes or while using the outside facilities (i.e., pool and outdoor areas). _____(Initial)

Resident shall ensure that Resident, Resident's guests, and any other invitee(s) conduct themselves in compliance with the Association's Governing Documents. Resident shall be required to procure (if Resident does not already have) and maintain an insurance policy covering Resident, Resident's guests, and any other invitee(s) for bodily injury and property damage as a result of the use of the Community Facilities. Resident shall name the Association, K. Hovnanian Homes (for so long as K. Hovnanian Homes owns any property in the Community) and Seabreeze Management Company as additional insureds and shall provide Association and the Management Company with evidence of same prior to Resident's use of the Community Facilities. If Resident retains any vendors for the event (collectively referred to as "Vendor"), Resident shall require, as part of his/her contract with Vendor, that Vendor: (1) procure and maintain comprehensive general liability insurance, (2) name the Association, K. Honanian Homes (for so long as K. Hovnanian Homes owns any property in the Community) and Seabreeze Management Company as additional insureds, and (3) provide evidence of the same prior to the event. _____(Initial)

Resident acknowledges and agrees that his/her use of the Community Facilities is non-commercial in nature and is purely for the pleasure of Resident and his/her guests and that neither Seabreeze Management Company ("**Seabreeze**"), K. Hovnanian Homes ("**K. Hovnanian**"), nor K Hovnanian's Four Seasons at The Ranch Community Association ("**Association**"), nor each of their respective officers, directors, members, employees, agents, or contractors has assumed any responsibility for, nor shall they have any liability for, the actions or inactions of Resident and his/her guests and invitees for any injury, damage or loss any person may sustain while using the facility in connection with or as a result of any activity, including consumption of alcoholic or other intoxicating substances, engaged in while using the Community Facilities. _____(Initial)

Resident on behalf of himself/herself, his/her heirs, successors and assigns, and on behalf of his/her guests and invitees, their heirs, successors, and assigns hereby waives and releases Seabreeze Management Company, K. Hovnanian Homes, K Hovnanian's Four Seasons at The Ranch Community Association, and each of their respective officers, directors, members, employees, agents, and assigns from any claims which Resident, his/her guests, invitees, and vendors now have or may hereafter have which are related in any way to any loss, damage, or injury that may be sustained in connection their use of the Community Facilities or other Association Property or as a result of any activity, including consumption of alcoholic or other intoxicating substances, engaged in while using the Community Facilities or other Association Property. Resident understands and agrees that the foregoing waiver and release extends to all such claims which now exist, or which may arise in the future, whether or not such claims are known to Resident or his/her guests and invitees, and Resident hereby expressly waives his/her rights under California Civil Code 1542, which provides as follows:

Resident agrees to indemnify, defend and hold Seabreeze Management Company, K. Hovnanian Homes, and K Hovnanian's Four Seasons at The Ranch Community Association and each of their respective directors, officers, members, employees, contractors, agents, and assigns harmless from and against any and all claims, demands, costs, expenses or liability (including but not limited to reasonable attorneys' fees, expert witness costs, and court costs) for any damage, loss, injury, or death, arising from the use of the Community Facilities and other Association property, including the buildings and sidewalks adjoining the same, by Resident and Resident's guests and invitees, or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in by any such person while using such facilities. Resident agrees to pay Association in full and promptly upon demand for any and all loss of and damage to Association's property caused by or arising out of the use of Association's facilities by Resident and/or Resident's guests and invitees. Resident's lack of applicable insurance coverage or the refusal of the insurer to pay any claim or otherwise assist Resident in fulfilling such obligations shall not relieve Resident of the indemnification and defense obligations set forth herein. _____(Initial)

The resident acknowledges that areas of facilities are equipped with closed circuit video monitoring systems, and that no reasonable expectation of privacy exists in any of these areas. Resident further acknowledges that the Association has not undertaken the responsibility to provide security to Resident, any member of Resident's household, any tenant of Resident, or any of their guests or invitees. _____(Initial)

Signature: _____Date: _____

Print Name: _____

Address: _____

K Hovnanian's Four Seasons at The Ranch Community Association

Age and Occupancy Survey Form (Required to Assess Compliance with State and Federal Law)

THIS SURVEY CONCERNS THE RESIDENCE LOCATED

AT: _____ ("Property")

K Hovnanian's Four Seasons at The Ranch ("**Community**") is intended to be operated for occupancy by persons 55 years of age or older. Individuals who are under 55 may not occupy any Residence for more than 60 days in any calendar year, unless they satisfy specific criteria under applicable state and federal law for permanent occupancy. Applicable age and other occupancy criteria for each resident are set forth in Article 18 of K Hovnanian's Four Seasons at The Ranch Master Declaration ("**Declaration**"). The K Hovnanian's Four Seasons at The Ranch Community Association ("**Association**") is required under the Declaration to monitor and enforce compliance with the age and occupancy criteria throughout the Community.

IN ORDER TO ENSURE THAT THE COMMUNITY CONTINUES TO COMPLY WITH APPLICABLE LAW, THE INFORMATION REQUIRED TO BE PROVIDED IN THIS FORM MAY BE COLLECTED BY THE ASSOCIATION AT THE FIRST CLOSE OF ESCROW FOR THE PROPERTY, THE CLOSING OF EACH RE-SALE, THE COMMENCEMENT OF EACH LEASE TERM AFFECTING THE PROPERTY, AND WHENEVER A NEW OCCUPANT MOVES INTO A RESIDENCE, BUT IN NO EVENT LESS FREQUENTLY THAN ONCE EVERY 2 YEARS. THE BOARD MAY, IN ITS DISCRETION, REQUIRE THAT THIS INFORMATION BE COLLECTED MORE FREQUENTLY, IF NECESSARY, TO ASSESS COMPLIANCE WITH THE DECLARATION AND APPLICABLE LAW. THE INFORMATION COLLECTED IN THIS FORM WILL BE HELD IN CONFIDENCE TO THE GREATEST DEGREE POSSIBLE. A WRITTEN SUMMARY OF THE INFORMATION YOU PROVIDE WILL BE KEPT ON FILE WITH THE ASSOCIATION AND MADE AVAILABLE FOR INSPECTION.

THIS FORM IS TO BE COMPLETED BY THE OWNER OR TENANT OF THE PROPERTY. YOUR COOPERATION IS REQUIRED UNDER THE DECLARATION AND IT IS ESSENTIAL TO PRESERVING OUR CONTINUED RIGHT TO OPERATE AS AN AGE QUALIFIED COMMUNITY. THANK YOU.

You must attach proof of age (photocopy of driver's license, birth certificate, or other positive identification deemed reliable under Section 100.307(d) of Title 24 of the Code of Federal Regulations) for every permanent occupant listed on this survey who occupies the Property as a "Qualifying Resident" or "Qualified Permanent Resident." Proof of age must show name, address and date of birth to comply with law governing age qualified communities. Seller will NOT retain a copy of the identification you provide. The Association reserves the right to verify any information given below.

Disabled persons who will qualify for occupancy under Category C.3 must show reasonable proof of disability (a medical professional's letter stating that the disability is a "mental disability" or "physical disability" as defined in the California Government Code Section 12926 is sufficient) and proof that they are a child or grandchild of the Qualifying Resident or Qualified Permanent Resident.

I, THE UNDERSIGNED, DECLARE AS FOLLOWS:

The following is a complete list of the anticipated occupants of the Property.

Print Name of Occupant 1	Age	Date of Birth
Print Name of Occupant 2	Age	Date of Birth
Print Name of Occupant 3	Age	Date of Birth

(If there are additional permanent occupants, please attach additional sheets.)

THIS FORM REQUIRED IS TO ASSIST THE ASSOCIATION IN DETERMINING WHETHER THE OCCUPANTS OF THE PROPERTY COMPLY WITH THE AGE AND OCCUPANCY REQUIREMENTS OF THE DECLARATION. PERSONS WHO DO NOT QUALIFY FOR PERMANENT OCCUPANCY UNDER ONE OF THE CATEGORIES DESCRIBED BELOW AND IN THE DECLARATION, MAY NOT OCCUPY THE PROPERTY FOR MORE THAN 60 DAYS IN ANY CALENDAR YEAR.

PART I	<p>THIS PART MUST BE COMPLETED FOR EACH OCCUPANT OF THE PROPERTY (BOTH OWNER AND NON-OWNER) BY AN OWNER OR TENANT OF THE PROPERTY. NONRESIDENT OWNERS ARE RESPONSIBLE FOR ENSURING THAT ALL RESIDENTS OF THE PROPERTY TIMELY AND FULLY COMPLY WITH EACH SURVEY AND ALL APPLICABLE AGE AND OCCUPANCY RESTRICTIONS.</p> <p>ALL PERMANENT OCCUPANTS OF THE PROPERTY MUST MEET AT LEAST ONE OF THE FOLLOWING QUALIFICATIONS FOR RESIDENCY IN THE COMMUNITY:</p> <ul style="list-style-type: none">(A) A QUALIFYING RESIDENT (AS DESCRIBED IN PART 1 CATEGORY A BELOW), OR(B) A PERMITTED HEALTH CARE RESIDENT (AS DESCRIBED IN PART 1 CATEGORY B BELOW); OR(C) A QUALIFIED PERMANENT RESIDENT (AS DESCRIBED IN PART 1 CATEGORY C BELOW). <p>PERSONS WHO DO NOT QUALIFY FOR PERMANENT OCCUPANCY UNDER ONE OF THESE CATEGORIES MAY VISIT BUT NOT REMAIN IN THE PROPERTY FOR MORE THAN 60 DAYS IN A CALENDAR YEAR.</p> <p>CHECK ONLY ONE OF THE FOLLOWING FOR EACH ANTICIPATED OCCUPANT (PLEASE ATTACH ADDITIONAL SHEETS AS NECESSARY):</p>
---------------	---

CATEGORY A: QUALIFYING RESIDENT	<input type="checkbox"/>	<p>QUALIFYING RESIDENT. The occupant named below is 55 years of age or older and occupies the Property on a permanent basis. For purposes of this survey, “permanent basis” means occupying the Property at least 6 months in every calendar year.</p> <hr/> <p>__Print Name of Qualifying Resident Date Occupancy Commenced</p>
CATEGORY B: PERMITTED HEALTH CARE RESIDENT	<input type="checkbox"/>	<p>PERMITTED HEALTH CARE RESIDENT. The occupant named below does not qualify for permanent occupancy as a Qualifying Resident (Category A above) or as a Qualified Permanent Resident (Category C below), but actually provides live-in, long-term or hospice health care to:</p> <p>_____who is a Qualifying Resident (as defined under Category A above).</p> <p>AND, the care that this occupant provides is substantial in nature and includes assistance with necessary daily activities or medical treatment or both.</p>

		<hr/> <div style="display: flex; justify-content: space-between;"> Print Name of Qualifying Resident Date Occupancy Commenced </div> <p><input type="checkbox"/> (CHECK IF APPLICABLE) The named occupant is a family member of the Qualifying Resident; OR</p> <p><input type="checkbox"/> (CHECK IF APPLICABLE) The named occupant is not a family member of the above Qualifying Resident, but is hired to provide the above care to the Qualifying Resident for compensation. Compensation includes lodging and food in exchange for care.</p> <p>AND, the above-named occupant is permitted to occupy the Property as a Permitted Health Care Resident because, as of the date of this Survey:</p> <p><input type="checkbox"/> The Qualifying Resident receiving live-in care is present in the Property; OR</p> <p><input type="checkbox"/> Commencing _____, the Qualifying Resident receiving live-in care is absent for a period not to exceed 90 days to receive necessary medical care or hospitalization, but has made written request to the Board to permit the above-named occupant to remain during such absence.</p> <p><input type="checkbox"/> The Permitted Health Care Resident has occupied the Property for the past 90 days under the hospitalization exception immediately above, and has received written authorization from the Board to continue occupancy for an additional period not to exceed 90 days commencing on _____ which period the Board has been advised is a reasonably commensurate with the anticipated duration of the Qualifying Resident's additional period of medical care or hospitalization.</p>
CATEGORY C: QUALIFIED PERMANENT RESIDENT	<input type="checkbox"/>	<p>QUALIFIED PERMANENT RESIDENT. The occupant named below is not 55 years of age or older and is not a Permitted Health Care Resident, but qualifies for permanent occupancy of the Property as a Qualified Permanent Resident, because of the following (check C.1, C.2, or C.3 below as applicable):</p> <hr/> <div style="display: flex; justify-content: space-between;"> Print Name of Qualifying Resident Date Occupancy Commenced </div> <p>(To qualify under C.1 or C.2 below, you must satisfy at least one of the following categories CHECK ONE:</p> <p>1. <input type="checkbox"/> The named Qualified Permanent Resident is 45 years of age or older; OR</p> <p>2. <input type="checkbox"/> The named Qualified Permanent Resident is the spouse, cohabitant* or person providing primary physical** or economic support*** to the Qualifying Resident named in Category A above.</p> <p>*For purposes of this question, a "cohabitant" is a person who lives with the Qualifying Resident named in Category A above as a husband or wife, or as a domestic partner under California Family Code Section 297. The domestic partnership law requires both partners to</p>

		<p>be over 18 (unless otherwise permitted by court order) and to file a Declaration of Domestic Partnership with the California Secretary of State.</p> <p>**For purposes of this question, “primary physical support” means substantial support with tasks the Qualifying Resident cannot perform on their own (including daily chores, assistance with hygiene, errands).</p> <p>***For purposes of this question “primary economic support” means financial support exceeding the income and other financial support received by the Qualifying Resident.</p> <p>OR:</p> <p><input type="checkbox"/> (CHECK IF APPLICABLE) Neither 1 nor 2 above apply, and therefore C.1 and C.2 below do not apply to this occupant. The named occupant does not satisfy requirements for occupancy as a Qualified Permanent Resident unless C.3 applies (SKIP TO C.3).</p>
CHOOSE ONE OF THE FOLLOWING:	C.1 Qualifying Resident Present	<p><input type="checkbox"/> This occupant occupies the Property with _____, who is a Qualifying Resident named in Category A above, and is a permanent occupant of the Property; OR</p>
	C.2 Qualifying Resident Absent	<p><input type="checkbox"/> This occupant occupied the Property with the Qualifying Resident named in Category A above and was a permanent occupant of the Property before (mark at least one box and give date below):</p> <p><input type="checkbox"/> The Qualifying Resident’s death; OR</p> <p><input type="checkbox"/> The Qualifying Resident’s hospitalization; OR</p> <p><input type="checkbox"/> The Qualifying Resident’s prolonged absence from the Property; OR</p> <p><input type="checkbox"/> The dissolution of our marriage.</p> <p>Which occurred on (date) _____</p>
	C.3 (To be completed only if C.1 or C.2 do not apply)	<p><input type="checkbox"/> ALTERNATIVE FOR DISABLED PERSONS (CHECK IF APPLICABLE): The occupant named above is a physically or mentally disabled* person or person with a disabling illness or injury**, AND is a child or grandchild of _____ who is a Qualifying Resident named under Category A above, or who is a Qualified Permanent Resident named under Category C.1 or C.2 above.</p> <p>*For purposes of this question, “disabled” means a person with a “physical disability” or “mental disability” as defined in California Government Code Section 12926.</p> <p>**For purposes of this question, “disabling illness or injury” means an illness or injury which results in a condition meeting the definition of “physical disability” or “mental disability” as defined in California Government Code Section 12926.</p> <p>AND</p>

		Because of this occupant’s disability or disabling condition, this occupant needs to live in the Property with the Qualifying Resident or Qualified Permanent Resident named above.
--	--	---

PART II: CERTIFICATION AND SIGNATURE.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT ALL THE FOREGOING STATEMENTS ARE TRUE AND CORRECT.

EXECUTED THIS _____ DAY OF _____, 20____, AT _____, CALIFORNIA.

OWNER(S)/TENANT(S):

Signature

Printed Name

Signature

Printed Name

K Hovnanian's Four Seasons at The Ranch Community Association

Initial Membership Registration Form

TO OBTAIN YOUR COMMUNITY ASSOCIATION KEY FOB AND TRANSPONDER(S), PLEASE BRING A PHOTO I.D. TO THE LIFESTYLE COORDINATOR. (IF YOU HAVE BEEN IN YOUR HOME LESS THAN ONE MONTH, PLEASE BRING YOUR GRANT DEED OR CLOSING STATEMENT).

☐ PRIMARY RESIDENCE
 ☐ RENTAL PROPERTY
 ☐ NEW HOME
 ☐ PREVIOUSLY OWNED

OWNER'S NAME(S)

Last	First	Phone #	CDL	Email
Last	First	Phone #	CDL	Email
Community Address		Mailing Address		

Resident Key Fob or Transponder Issued (If applicable)

Please list the names of all persons who **RESIDE** at the community address listed above. Birth dates **MUST** be provided.

1. _____ DOB _____	4. _____ DOB _____
2. _____ DOB _____	5. _____ DOB _____
3. _____ DOB _____	6. _____ DOB _____

I (We) understand my (our) responsibility as a member of the Association and agree to comply with the Declaration, Bylaws, Design Guidelines, and Rules and Regulations. On this date I (We) have received _____ Association key fob/cards(s) for the Association facilities and _____ transponders for vehicle gates.* I (We) understand that the COST TO REPLACE a lost key fob/card or vehicle transponder will be \$50.00 EACH. Lost key fob/card(s) and transponders will be deactivated. Replacement key fobs/cards may be purchased at a cost of \$50.00 EACH, and replacement transponders may be purchased at a cost of \$50.00 EACH. A maximum of 3 key fobs may be obtained for each residence. *Purchasers of previously owned homes are responsible for obtaining all key fobs and transponders at the above costs. The Association is not obligated to provide complimentary key fob/card(s) or vehicle transponders.

PRINT NAME	PRINT NAME
SIGNATURE	SIGNATURE
KEY FOB #	TRANSPONDER (S) #

OFFICE USE ONLY: STAFF INITIALS: _____

ADDITIONAL FOB/TRANSPONDER: YES ☐ NO ☐ AMOUNT: \$_____ CHECK # _____

COMMENTS : _____

K Hovnanian's Four Seasons at The Ranch Community Association

Gate Registration Access Form

☐ Resident

☐ Tenant

☐ Replacement

PROPERTY ADDRESS:		
HOMEOWNER NAME:	HOMEOWNER EMAIL:	HOMEOWNER PHONE#
TENANT NAME:	TENANT EMAIL:	TENANT PHONE #

NEW VEHICLE INFORMATION				SHADED AREAS FOR OFFICE USE		
1	OWNER:	MAKE:	MODEL:	DECAL #		
YEAR	COLOR	STATE:	LICENSE PLATE:	PAID:	DATE:	EMPLOYEE:

2	OWNER:	MAKE:	MODEL:	DECAL #		
YEAR	COLOR	STATE:	LICENSE PLATE:	PAID:	DATE:	EMPLOYEE:

3	OWNER:	MAKE:	MODEL:	DECAL #		
YEAR	COLOR	STATE:	LICENSE PLATE:	PAID:	DATE:	EMPLOYEE:

REASSIGN TRANSPONDER				SHADED AREAS FOR OFFICE USE		
1	OWNER:	MAKE:	MODEL:	DECAL #		
YEAR	COLOR	STATE:	LICENSE PLATE:	PAID:	DATE:	EMPLOYEE:

2	OWNER:	MAKE:	MODEL:	DECAL #		
YEAR	COLOR	STATE:	LICENSE PLATE:	PAID:	DATE:	EMPLOYEE:

I understand transponders are vehicle specific and cannot be transferred to another vehicle.

I agree to remove the transponder and notify the Association when the vehicle is sold or otherwise transferred.

Residents are required to update their information when any change occurs or on an annual basis as determined by the Board, failure to do so may result in the transponder(s) being deactivated.

I understand only ONE VEHICLE PER GATE ARM OPERATION. The Association is not responsible for damaged property due to gates or gate arms.

Print Name

Signature

Date

K HOVNANIAN'S FOUR SEASONS AT THE RANCH COMMUNITY ASSOCIATION IS NOT RESPONSIBLE FOR DAMAGE TO YOUR VEHICLE IN THE EVENT YOU FAIL TO COMPLY WITH THE "ONE VEHICLE PER GATE ARM OPERATION". YOU MAY ALSO BE RESPONSIBLE FOR ANY GATE DAMAGE CAUSED BY YOUR VEHICLE OR YOUR GUEST'S VEHICLE.