

**RULES AND REGULATIONS**

**PREPARED FOR**

**LAING'S FIRST EDITION AT THE ONTARIO CENTER**

Adopted by the Board of Directors  
Date: September 13, 2006



LAING'S FIRST EDITION AT THE ONTARIO CENTER HOMEOWNER'S ASSOCIATION

TESS Property Management  
160 W. Foothill Prky., Suite 105-34  
Corona, CA 92882

(951) 339-8659  
Fax (951) 339-9422

Business Hours  
(Monday thru Friday)  
9:00AM to 4:00PM

Important Telephone Numbers

Insurance Company (Berg Insurance)	(949) 830-4590
Ontario Police Department (Business)	(909) 395-2001
Ontario Police Department (Emergency)	911
Fire Department (Business)	(909) 395-2002
Fire Department (Emergency)	911

RULES AND REGULATIONS

TABLE OF CONTENTS

Membership Information	1
Delinquency Policy	2
Common Area Rules	3
Tenant Rules and Regulations	6
Tenant Occupancy Form	7
Parking Rules	8
Pool and Spa Rules	14
Pet Rules	15
Sign Rules	16
Enforcement Procedure	17

## LAING'S FIRST EDITION AT THE ONTARIO CENTER HOMEOWNER'S ASSOCIATION

### MEMBERSHIP INFORMATION

Laing's First Edition at the Ontario Center Homeowner's Association offers many advantages to the homebuyer. In order to protect and preserve these benefits, however, certain limitation and restrictions are placed on Members of the Association.

Laing's First Edition at the Ontario Center Homeowner's Association is a California non-profit corporation consisting of those Owners of Units within the ultimate boundaries of Laing's First Edition at the Ontario Center.

The purpose of Laing's First Edition at the Ontario Center Homeowner's Association is to ensure that the Common Area and Common Facilities will be maintained in an attractive manner and will be available for the enjoyment of Members. Your automatic membership in the Association provides a membership base to share in the future costs of maintaining the community.

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

Although these rules and regulations support the CC&R's, they do not cover the entirety of the document. Please be sure to read the CC&R's carefully.

LAING'S FIRST EDITION AT THE ONTARIO CENTER HOMEOWNER'S ASSOCIATION

DELINQUENCY POLICY  
ADOPTED BY THE BOARD OF DIRECTORS

1. Upon fifteen (15) days delinquent, the management company sends a delinquency letter to the homeowner along with the assessment of a \$23.00 late fee to the account.

Interest on all sums is imposed at an annual percentage rate of twelve percent (12%) commencing thirty (30) days after the assessment.

2. Upon forty-five (45) days delinquent, a "Pay or Lien" letter is sent to the homeowner by certified mail and includes a Notice of Default.

The delinquent homeowner is assessed \$45.00 for this Notice and the Association is invoiced monthly. (The Association's expenditure is recouped when the homeowner brings the account current).

3. If funds are not received in full within 15 days, your account will be turned over to the Associations Attorney and a \$60.00 file preparation fee will be assessed to your account. The attorney office will then record a "Notice of Delinquent Assessment" (Lien) with the county recorders. Once recorded, the amount stated on your ledger history and all legal costs must be paid in full before you can sell your property.
4. If funds are not received within 30 days of the lien being recorded, the attorney will then be assigned to commence to draw documents and record them, which will allow public sale of your interest in the property or file a personal suit to recover all amounts owed.
5. The owner shall not be liable to pay the charges, interest, and costs of collection if it is determined the assessment was paid on time to the association.
6. If you should loose your property to a senior lien holder such as the tax collector or a trust deed holder, then your association or litigants may file suit against you to recover what is owed. Foreclosure of the property does not waive your liability to pay the debt.

NOTE: THIS DELINQUENCY POLICY AND ANY RELATED FEES ARE SUBJECT TO CHANGE, AS THE BOARD DEEMS PRUDENT AND NECESSARY. NOTIFICATION TO THE MEMBERSHIP WILL ADHERE TO SPECIFIED LEGAL REQUIREMENTS.

COMMON AREA RULES AND REGULATIONS

1. Owners are prohibited from destroying, removing, or altering the landscaping in the Common Area, regardless of the condition of the planting.
2. Littering of the Common Areas is not permitted.
3. No rubbish, trash, garbage, or other waste material shall be kept or permitted upon any portion of the Project, except in covered sanitary containers approved by the City in such portions of the Project provided for the use of all Owners.
4. Wheeled toys (i.e. skateboards, tricycles, big wheels, children's bicycles, etc.) are prohibited from Common Area landscaping and sidewalks. Bicycles, skateboards, tricycles, big wheels, etc. should be ridden on streets, not on the sidewalks.
5. Clothes, towels, blankets, laundry, similar items, or clotheslines shall not be placed on or hung from any patio, terrace, or any other portion of the Common Area or Exclusive Use Common Area, where doing so would be visible from any other Condominium Unit or the Common Area.
6. No individual shall install any improvement or alteration to the exterior of any Unit or appurtenant improvement, without prior approval by the Architectural Committee (i.e. satellite dish, TV antenna, screen door, etc.).
7. No patio deck area including, without limitation, the fences, walls, or railings enclosing said areas (including storage closets located within the terrace area) may be painted, remodeled, or otherwise altered without the prior written consent of the Architectural Control Committee. Each Owner shall have the right to furnish such areas with appropriate outdoor furniture. All furniture, landscaping, potted plants, and improvements situated therein shall be kept, at all times, in a neat, clean, safe, and attractive condition. Potted plants on balconies and on top of patio walls must have saucers to catch excess water.
8. The Project is also subject to the beneficial restrictions set forth in the Master Declaration's "Use Limitations" as stated within Article VIII. To the extent that The Use Restrictions set forth within the Laing's First Edition at the Ontario Center CC&R's are more restrictive than the Master Declaration, the more restrictive shall be controlling; provided however, in the event of any contradiction between such provisions, the Master Declaration shall be controlling.

Continued on next page =>

COMMON AREA RULES AND REGULATIONS (Cont'd)

9. No horns, whistles, bells, radios, television sets, stereos, barking dogs or other loud noises that can be heard within 100 feet in any direction from the residence shall be permitted. Only security devices used exclusively to protect the security of the residences and the contents will be permitted.
10. All auto repairs must be performed in garages, and shall not cause damage to Association property (especially pavement).
11. All exterior additions to each unit and visible window dressing shall be harmonious in appearance, well kept, and subject to prior written approval by the Board of Directors
12. Residents and visitors, may not use car horns to summons residents at any time, and shall not whistle or yell to summons residents.
13. No portable basketball backboards, soccer nets, hockey nets, bike ramps, skateboard ramps, or any other type of fixture is allowed in the driveways or common areas.
14. Christmas lights and decorations may not be displayed before Thanksgiving and must be removed by January 15<sup>th</sup>. All lighting must be UL approved and hung in a safe manner. No lights may be installed above roof lines. All decorations will be subject to Board review. Damage to common areas due to any decoration is the responsibility of the owner.
15. No guns, pellet guns, slingshots, fireworks, or other similar contrivances shall be used in any manner, on or from the premises.
16. Garage doors must remain closed at all times, except as reasonably required for entry to and from the garage.
17. No playing on or around the speed humps in the street.

Continued on the next page =>

## LAING'S FIRST EDITION AT THE ONTARIO CENTER HOMEOWNER'S ASSOCIATION

### COMMON AREA RULES AND REGULATIONS (Cont'd)

18. No motorized (electric or gas) scooter shall be operated in the common area of Canyon Lake Condominiums. A "motorized scooter" as defined in this rule is any two-wheeled device that has handlebars, is designed to be stood or sat upon by the operator, and is powered by a motor that is capable of propelling the device with or without human propulsion.
19. All residents are responsible for any of their trash that is found on the ground in the complex whether it be junk mail near the mailboxes, or trash within the walls of the dumpster areas (not properly placed inside the dumpster). As a courtesy to others owners please breakdown any large items before placing them in the dumpster.
20. There will be no notices or advertisements attached to the mailboxes or buildings except with the approval of the Board of Directors.
21. Garage sales are prohibited in the community.
22. Homeowners are responsible for any damage sustained to the common area by vendors hired for personal repair or renovation work on their units.

TENANT RULES AND REGULATIONS

1. The owner shall have the responsibility to acquaint their tenants and guest with the Rules and Regulations of the Association and must show written proof that the tenant has received the Rules & Regulations.
2. For the purpose of these Rules and Regulations a tenant shall be defined as anyone in possession of a Member's residence in exchange for any sort of consideration, or at the sufferance of the Owners.
3. Violations will be assessed against the Member even though the infraction was committed by a tenant or guest.
4. No Owner shall be permitted to rent or lease his/her Condominium for transient or hotel purposes of for a period of less than thirty (30) days. All rental and lease agreements shall be in writing and shall provide that the terms of such agreement be subject in all respects to the provisions of the CC&R's, Bylaws, Articles, and Regulations, and that any failure by the tenant or lessee to comply with the terms of such documents shall constitute a default under such agreement.
5. Owner must supply management with a signed declaration within fifteen days of tenant occupancy. (Please see form on page no.7)

## LEASING OR RENTING A UNIT

If you plan to lease or rent your unit in Laing's First Edition at the Ontario Center contact the Management Company before you complete your negotiations with a prospective tenant. In order to protect your investment and those of the Association, it is essential that you obtain a signed declaration from your tenant. This is reproduced below. Copies of this form and the Laing's First Edition at the Ontario Center Rules and Regulations are available upon request.

### LEASE/RENTAL DECLARATION

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

Owner: \_\_\_\_\_

Tenant: \_\_\_\_\_

Tenant Phone#: \_\_\_\_\_

I acknowledge receiving a copy of the Laing's First Edition at the Ontario Center Rules and Regulations. I accept the responsibility of informing and requiring all persons resident in this unit, during the term of my occupancy, including guest, to like wise abide by them. I acknowledge receipt of and take full responsibility for the key(s) to the owner and relinquish all rights to the use of the Community facilities.

Tenant's Signature: \_\_\_\_\_

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

Owner's Signature: \_\_\_\_\_

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

**PLEASE RETURN A FULLY EXECUTED COPY TO TESS Property Management  
FOR THE ASSOCIATION RECORDS**

**ANY OWNER WHO DOES NOT KEEP THE ASSOCIATION'S RECORDS UP-TO-DATE FOR  
THEIR TENANTS, WILL BE LIABLE FOR A \$50.00 FINE.**

PARKING RULES

1. Members must park vehicles in assigned garages or within the Exclusive Use Common driveway, provided that no vehicle shall be permitted to extend beyond the curb-line.
2. Mopeds and motorbikes are subject to vehicle code restrictions (i.e. both driver and motorbike must be licensed). Vehicle Codes will be strictly enforced.
3. With the exception of maintenance vehicles or equipment, all motor vehicles shall be operated only upon paved roads within the Property. No off-road riding will be permitted.
4. No Owner shall park any large commercial type vehicle or any recreational vehicle (including, but not limited to, campers, motor homes, trailers, boat trailers, mobile homes or other similar vehicles) within the Project, unless wholly enclosed within his/her garage, nor any portion of the Project, except in those areas designated for recreational vehicle parking; provided, however, camper trucks and similar vehicles, up to and including three quarter (3/4) ton, may be allowed when used for everyday transportation, subject to the approval by the Board.
5. Each Owner shall keep his/her garage and any open parking area readily available for parking of his/her respective vehicle, and shall not store any goods or materials therein, nor use any portion thereof for a workshop or other use, if such storage or use would prevent said Owner from parking the number of vehicles therein for which said garage or parking area was originally designed and constructed by the Developer to accommodate.
6. No Owner shall conduct major repairs to any motor vehicle of any kind whatsoever in his/her garage, or upon any portion of the Common Property, except for emergency repairs and then only to the extent necessary to enable the vehicle to be moved to a proper repair facility.
7. All garage doors shall remain closed at all times, except as reasonably required for entry to and exit from the garage.
8. No garage, trailer, camper, motor home, or recreational vehicle shall be used as a residence on the Property for either temporary or permanent purposes.

Continued on next page =>

## LAING'S FIRST EDITION AT THE ONTARIO CENTER HOMEOWNER'S ASSOCIATION

### PARKING RULES (Cont'd)

9. All designated guest parking spaces shall be used exclusively for guests and not by Owners or members of the Association. Guest parking shall be available on a first-come, first-serve basis to all guests and invitees.
10. Parking along the private streets in the Project is prohibited. Temporary on-street parking for service and delivery vehicles is permitted.

LAING'S FIRST EDITION AT THE ONTARIO CENTER HOMEOWNER'S ASSOCIATION

REVISED PARKING AND TOWING POLICY  
EFFECTIVE: JULY 1, 2005

1. Resident vehicles are not allowed to park in the guest parking spaces.
2. All streets, except the center loop are considered fire lanes. Parking is not permitted on the red curbs within the community at any time day or night. You may park behind your garage door for loading and unloading purposes only and must have your garage door completely open and flashers on and not exceed 10 minutes. Violators are subject to fines and immediate towing of the vehicle without any warning. Any vehicle unattended for 15 minutes or greater is subject to immediate fines and/or towing without any further notice.
3. All open parking space areas including the Loop are considered guest parking areas.
4. **No guest may park a vehicle in the guest parking area between the hours of 3:00 a.m. to 6:00 a.m. without a valid GUEST PARKING PERMIT displayed in the front window, a permit must be completely filled out in ink, facing up, legible and correctly dated to be valid. Any permit facing down, incorrect dates, altered or not legible will be invalid and the vehicle will be towed without any warning.**
5. Resident vehicles may only park in the following locations:
  - a. Garages
  - b. Loop, provided a current Loop permit has been issued and displayed from the rear view mirror at all times.
  - c. Loop, provided that a temporary has been issued by the Management company and must be displayed in the front window area of the vehicle facing up.

Continued on the next page =>

REVISED PARKING AND TOWING POLICY  
EFFECTIVE: JULY 1, 2005

6. No owner shall park any large commercial type vehicle or any recreational vehicle (including but not limited to campers, motor homes, trailers, boat trailers, mobile homes or other reasonable similar vehicles) in the community, unless wholly enclosed within their garage, nor on any portion of the common, other than for temporary loading / unloading not to exceed 24 hour limit in those areas designated for recreational vehicle parking.
  - a. Camper trucks and similar vehicles up to and including three quarters (3/4) ton, may be allowed to park on the center loop when used for everyday transportation, provided a parking permit has been applied for and issued.
7. No owners shall conduct major repairs to any motor vehicle of any kind in their garage, in front of their garage, or upon any portion of the common property, except for emergency repairs and then only to the extent necessary to enable the vehicle to be moved to a proper repair facility.
8. Each owner shall keep their garage readily available for parking of their vehicle(s), and shall not store any goods or materials therein, nor use any portion thereof for a workshop or other use, if such storage or use would prevent said owner from parking the number of vehicles therein for which said garage was originally designed and contracted by the developer to accommodate.
9. Excessive roaring and racing of vehicle motors shall be subject to the Association's violation and enforcement procedures.
10. Motor vehicles traveling within community streets must observe the posted speed limit signs.
11. Residents are encouraged to report illegally parked vehicles to the Management Company or to a member of the parking committee.
12. Guest vehicles must park "head first" in guest stalls to prevent damage to the landscape and to prevent noxious fumes from entering the back patios of homes.
13. No type of advertisement is allowed on vehicles parked in the common areas.

## LAING'S FIRST EDITION AT THE ONTARIO CENTER HOMEOWNER'S ASSOCIATION

### LOOP PERMIT PROCEDURE AND PARKING INFORMATION EFFECTIVE: SEPTEMBER 13, 2006

The Board of Directors of Laing's First Edition at the Ontario Center has adopted a "Parking and Towing Policy" that eased the regulations in regards to parking. The policy allowed for resident parking along the "loop road" under certain conditions. The CC&R's are very specific and according to Section 13, paragraph C; "no owner shall park any vehicle on any portion of the project, except wholly within his respective garage." Unfortunately, many residents did not adhere to the policy and effective May 1, 1997, a policy has been instituted that will be regulated under strict conformance with the CC&R's.

The Board of Directors will consider individual written requests for "third car" or "over-size" vehicles. These spaces are available to those residents who may qualify and who comply with the following:

1. Contact TESS Property Management to obtain a Loop Permit Parking Application, either by writing, calling or faxing:

Laing's First Edition at the Ontario Center  
160 W. Foothill Prky., Suite 105-34  
Corona, CA 92882  
(951) 339-8659 (951) 339-9422 fax

2. After filling out the application, return it to TESS Property Management. Each application will be individually reviewed to determine if your vehicle meets the criteria for issuance of a permit.
3. **You must provide copies of current vehicle registration for all vehicles in you household. Each vehicle registration must show your address at Laing's First Edition at the Ontario Center and be current with their account.**
4. The Board (or an appointed representative) will perform a visual inspection of your vehicle(s) to determine that vehicle(s) are in agreements.
5. If the third car is a vehicle used for business (company car or truck) a letter from your employer verifying this should be included in your application.
6. Vehicles issued a permit will be allowed to park only on the "loop road."

Continued on next page =>

**LAING'S FIRST EDITION AT THE ONTARIO CENTER HOMEOWNER'S ASSOCIATION**

**LOOP PERMIT PROCEDURE AND PARKING INFORMATION (Cont'd)  
EFFECTIVE: SEPTEMBER 13, 2006**

7. The permits must be displayed on the vehicle rear view mirror at all times while parked on the "loop road." This vehicle cannot remain in one spot for more than 96 hours without being driven. Vehicles parked in any common area parking space for more than 96 hours without being driven will be considered abandoned and may be towed under California Vehicle Code 22658.
8. Homeowner accounts must be current at all times. A delinquency will result in the revoking of the loop permit.
9. A fee of \$15.00 per month, per permit, will be charged to the homeowner account for the Loop Permit.

**THE BOARD OF DIRECTORS WILL HAVE FULL DISCRETION IN DETERMINING WHICH APPLICATIONS WILL BE ISSUED A PERMIT. THE BOARD'S DECISION(S) WILL BE BASED UPON JUSTIFICATION AND AVAILABILITY. THE DECISION(S) WILL BE FINAL.**

## LAING'S FIRST EDITION AT THE ONTARIO CENTER HOMEOWNER'S ASSOCIATION

## POOL AND SPA RULES

1. You must have a pool card with you at all times while in the pool area.
2. Anybody caught opening the gate for a person not in their group or caught jumping the fence will be subject to an automatic \$100.00 fine.
3. No glass objects are allowed in the pool / spa.
4. Use of pool and spa facilities and Common Area and Common Facilities is a privilege, which is enjoyed by all Owners or tenants.
5. Children under the age of 14 years must be accompanied by an adult resident when using the pool.
6. Conduct by an Owner or tenant, which deprives another Owner or tenant from use of the pool/spa or Common Area, shall not allowed.
7. No soap/bath oils/etc. are allowed in the pool or spa.
8. No diving, running, pushing, boisterous play, ball games of any type, skateboard or bike riding will be permitted.
9. Pool/Spa Hours:                 Sunday – Thursday / 6:00 a.m. through 10:00 p.m.  
Friday & Saturday / 6:00 a.m. through 11:00 p.m.
10. Radio/stereo units must be kept at low levels so as not to annoy other persons using the Common Facilities or living in the surrounding Units.
11. Guests must be accompanied by an Owner or tenant at all times.
12. No pets (dogs, cats, etc.) are allowed in the pool/spa area.
13. Violation of these rules will result in the suspension of pool use for up to 30 days.
14. Any person having any open sores, sore or inflamed eyes, cough, nasal or ear discharge shall not use the pool or spa.

**The Association, through it's Board of Directors, Reserves the right to exclude any and all non-conforming persons from the use of the pool facilities. Homeowners will be responsible for damages incurred by member's guests in their household.**

PET RULES

1. No animals of any kind shall be raised, bred or kept in any Condominium Unit, Exclusive Use Common Area or in the Common Property, except that one (1) common domesticated dog, cat, bird, or other household pet (other than a small household pet such as a fish, which may be kept in reasonable numbers so long as there is not external evidence thereof) may be kept in each condominium unit; provided, however, that no animal shall be kept bred or maintained for any commercial purpose and shall not exceed any weight limitations established by the Board of Directors.
2. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Property must be either kept within an enclosed area, or on a leash held by a person capable of controlling the animal.
3. Local County and/or municipal animal ordinances will be strictly enforced (i.e., licensing, vaccines, leash laws, etc.).
4. Excessive dog barking or other animal noise will be deemed a nuisance.
5. Each Owner shall be responsible for cleaning up any excrement or other unclean or unsanitary condition caused by said animal in the Project.
6. Every person bringing an animal upon or keeping an animal in the Project shall be liable pursuant to the laws of the State of California to each and all persons for any injury or damage to persons or property caused by such animal.
7. The Association will have the right to prohibit housing to any animal that constitutes a nuisance.

SIGN RULES

1. No sign, poster, flag, banners, billboard, advertising device or other display of any kind shall be displayed to the public view on or from any Condominium Unit or the Common Property without the approval of the Association, except one (1) "for sale", "for lease", or "for exchange" sign may be displayed on any Condominium Unit. Such sign shall not exceed six (6) square feet, and shall not be placed more than six feet (6') above grade.
2. All signs permitted under this section shall conform with the City's sign ordinance and with all governmental regulations.
3. Signs other than Association approved signs will be removed from the property.
4. Decorative flags and/or the US flag are acceptable as long as they are tasteful and maintained.
5. Homeowners are responsible for any damage sustained to the common area due to the installation of a Real Estate sign (by homeowner or agent).

# LAING'S FIRST EDITION AT THE ONTARIO CENTER HOMEOWNER'S ASSOCIATION

## ENFORCEMENT PROCEDURE

### Discovery of Violation

1. Any violation that is an alleged violation of the Management Documents or Rules and Regulations of the Association will be processed according to the procedures outlined herein.
2. In the event one or more Members of the Association or Board of Directors file a Violation Report the Board would act as follows:
  - a. Send a letter to the Owner stating the violation and date needed to cure said violation.
  - b. Upon expiration of the cure date, if the violation still exists, a second letter will be sent stating that the failure to abide by Association Rules and Regulations has imposed a hardship on the Association and the Owner will be asked to attend a hearing with the Board of Directors.
  - c. The Owner will be notified as to the decision rendered by the Board of Directors as a result of the hearing. If the Owner is found to be in violation of the Association's documents, the Board will either a) seek remedy by use of the legal system, b) apply monetary fines to the Owner's assessment billing, c) choose to correct (or cause to be corrected) the violation and assess the Owner for reimbursement of costs, d) suspend voting privileges or rights to use the Association's Common Property, e) a combination thereof.
3. If the decision is to pursue a monetary fine system, the Laing's First Edition at the Ontario Center Homeowner's Association Fine Schedule will apply.

NOTE: A violation is defined as an act in conflict with the CC&R's, Bylaws, Rules and Regulations and Architectural Guideline of the Association.

**LAING'S FIRST EDITION ONTARIO CENTER  
HOMEOWNERS ASSOCIATION**

**NOTICE OF RULE CHANGES**

March 17, 2016

Dear Members and Residents:

Notice is hereby given that on March 9, 2016, at an open meeting of the Board of Directors, the Laing's First Edition Ontario Center Homeowners Association approved proposed changes to the Association's Sign Rules (Exhibit A) and Pet Rules (Exhibit B), and enacted Rental Rules and Procedures (Exhibit C).

The proposed changes and rules were sent out to the membership for comment at least 30 days prior and the rules were adopted after the Board received comments from the membership at the March 9, 2106, meeting.

Copies of the rules are enclosed with this notice and the rules will become a part of the Association's rules and policies.

Thank you.

Board of Directors – Laing's First Edition Ontario Center Homeowners Association

Enclosures: Exhibit A – Sign Rules  
Exhibit B – Pet Rules  
Exhibit C – Rental Rules & Procedures

## EXHIBIT A

### LAING'S FIRST EDITION AT THE ONTARIO CENTER – SIGN RULES

The current Sign Rules will be amended as followings (~~strickethrough~~ = deletion; *italics* = additions):

#### SIGN RULES

Noncommercial signs, posters, flags, or banners may be displayed on or from a Condominium Unit under the following guidelines. Such displays shall not cause a hazard or nuisance. Signs and posters may not be more than nine (9) square feet and flags and banners may not be more than fifteen (15) feet in size. A noncommercial sign, poster, flag, or banner may be made of paper, cardboard, cloth, plastic, or fabric, but may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces. No sign, poster, flag, banners, billboard, advertising device or other display of any kind shall be displayed to the public view on or from any Condominium Unit or the Common Property without the approval of the Association, except Two (2) "for sale" or "for lease" signs may be displayed on any Condominium Unit. Such sign shall not exceed 18" x 24" and shall only be placed in a window interior. Any other type of signs must be approved by the Association.

All signs permitted under this section shall conform with the City's sign ordinance and to all governmental regulations.

Signs other than Association approved signs will be removed from ~~the property~~ Association Property or Common Area without notice and a Condominium Unit after proper notice and hearing.

Decorative flags and/or the US flag are acceptable as long as they are tasteful and well-maintained.

Homeowners are responsible for any damage sustained to the Common Area and Association Property due to the placement and maintenance of a sign (by homeowner, their guest, invitee, renter or real estate agent).

Residential security signs and window decals are permitted only when 1) within 6 feet of the unit entrance 2) in good condition 3) relevant (active security system). Signs ~~will~~ may be removed if they are bent, faded or otherwise unsightly after notice and hearing to the owner.

Realtor Open House signs are permitted on weekends only, between the hours of 8:00am and 5pm. No more than 4 signs are permitted within the community for any given event. Signs may not be displayed overnight.

Garage Sale signs are permitted only on Board of Director approved days and time. There is no limit to the number of signs. All signs must be tasteful and must be removed immediately after sale conclusion.

## EXHIBIT B

### LAING'S FIRST EDITION AT THE ONTARIO CENTER – PET RULES

The current Pet Rules will be amended as followings (~~strike through~~ = deletion; *italics* = additions):

#### PET RULES

1. No animals of any kind shall be raised, bred or kept in any Condominium Unit, Exclusive Use, Common Area or in the Common Complex, ~~-except;~~ *Two (2) common domesticated pets.*
2. ~~All~~ *Only* animals ~~must~~ *that are* ~~be~~ considered a *common domesticated* "Pet," *such as dogs, cats, birds, or other common household pets are permitted.* ~~and Pet owners must care for their pets~~ *eared for* in a humane manner *which includes cleaning after their pets, maintaining their pets in a clean and sanitary condition as to not cause a nuisance.*
3. No animal shall be bred or maintained for *(i) any commercial purpose or (ii) for any purpose that would involve any odor, noise, or other nuisance which would unreasonably disturb the use and enjoyment of any portion of the community or other residents.*
4. Pets **must** be housed indoors and **must** not be kept on patios or in garages *or left outdoors.* ~~Pets must not be kept outdoor access at any time that a resident is not home.~~
5. No *pet* food or water is permitted outdoors (including patios and entrances).
6. Excessive dog barking or other animal noise will be deemed a nuisance.
7. Each Owner shall be responsible for cleaning up any excrement or other unclean or unsanitary condition caused by said animal in any and all parts of the complex.
8. Every person bringing an animal upon or keeping an animal in the community shall be liable to each and all persons *and the Association* for any injury or damage to persons or property caused by such animal, pursuant to the laws of the State of California, County of San Bernardino and City of Ontario.
9. Animals are not permitted in the enclosed pool areas. (Refer to the Pool section of this document.)
10. Garages **must** not be use as exits and/or entrances to/from the common area for any unattended animal.
11. Animals belonging to owners, occupants, licensees, tenants or invitees within the Community **must** be either kept within an enclosed area or on a leash; held by a person capable of controlling the animal.
12. Local County and/or Municipal animal ordinances will be strictly enforced (i.e., licensing, vaccines, leash laws, etc.).

13. The Board of Directors, on behalf of the Association, will have the right to prohibit housing to any animal that constitutes a nuisance or violates the CC&Rs and Rules & Regulation-set forth in the document.

~~13.~~ 14. *An animal otherwise prohibited by these Rules and Regulations, which is kept by a resident for the purpose of servicing the resident's disability, may be kept by such resident provided: (i) the resident submits appropriate documentation to the Board verifying the existence of a legally-defined disability; (ii) the service animal is properly cared for by the resident (i.e., kept healthy, clean, and properly groomed and waste material is properly disposed of); and (iii) the animal is not unruly or disruptive (e.g., barking, growling, running loose, displaying aggressive behavior, etc.). All applicable pet rules shall apply to service animals.*

~~14.~~ 15. ALL VIOLATORS ARE SUBJECT TO NOTICES, FINES AND/OR LEGAL ACTION APPROVED BY THE BOARD OF DIRECTORS, ON BEHALF OF THE ASSOCIATION.

## EXHIBIT C

### LAING'S FIRST EDITION AT ONTARIO CENTER - RENTAL RULES & PROCEDURES

The following Rental Rules & Procedures will be adopted:

The Board of Directors for Laing's First Edition at Ontario Center Homeowners Association ("Association") hereby adopts these Rental Rules and Procedures ("Rental Rules") to address the renting of Condominium Units. These Rental Rules are made part of the Association's CC&Rs and unless otherwise indicated, all capitalized terms will be the same as in the CC&Rs.

1.1 Residency Requirement. So as to achieve a stabilized community of Owner-occupied Condominium Units, and to avoid artificial inflation of prices caused by resales by speculators, and to ensure compliance with secondary mortgage requirements, upon transfer of interest in a Condominium Unit, new Owners after the date of adoption of these Rental Rules must physically reside in the Condominium Unit as their primary residence continuously for at least two (2) years before being allowed to rent their Condominium Unit.

- a. *For Legal Entities.* The restriction applies as follows: (i) for corporations, a shareholder with a majority shareholder interest must reside in the Condominium Unit; (ii) for partnerships, a partner with a majority partnership interest must reside in the Condominium Unit; (iii) for any other legal entity, the majority owner of the entity must reside in the Condominium Unit.
- b. *Exceptions to Restriction.* This restriction shall not apply to (i) residences transferred through inheritance, (ii) residences owned by the Association, or (iii) Owners relocated during military service. A hardship exception for other circumstances may also be granted by the Board but only if done in an open meeting where the vote on the exception has been clearly identified in a meeting agenda which has been published to the membership as required by statute, and only if approved by at least 2/3 of the entire Board.

1.2 Rental Limitations. A maximum of 25% of the total Condominium Units in the Development (i.e., 74 units) may be rented to non-Owner residents during any given time period.

- a. *Rental Priority List.* The Association will establish and maintain a rental priority list ("List") which will list current Condominium Units rented and those Condominium Units waiting to rent.
  - i. As of the date of adoption of these Rental Rules, all Condominium Units currently rented will be placed on the List. All current rentals shall be allowed to continue renting to their current tenant and new tenants upon the expiration of the current lease. If the current number of rentals exceeds

the 25% limit, no additional rentals (except for those units already being rented) will be allowed until the number of rentals falls below the 25% limit.

- ii. Owners wishing to be placed on the List must notify the Association in writing. The Association will notify an Owner on the List awaiting to rent when his Condominium Unit is available to be rented and such Owner will have sixty (60) days from the date of notice to rent his unit. If the Owner fails to rent his Condominium Unit within such time, they will lose their place on the List and must resubmit a request to be placed back on the List.

1.3 Lease Requirements. Condominium Units may not be used for time-share purposes, hotel-like operations, or other transient purposes. No Owner shall lease less than the entire Condominium Unit nor shall the lease be for an initial term of less than 30 days.

1.4 Lease Addendum. Any lease or rental agreement between Owner and tenant shall be in writing. In addition, Owner, tenant, and the Association shall execute a "Lease Addendum" supplied by the Association. Owner and tenant shall agree, at a minimum, to the following terms:

- a. the lease is for the entire Condominium Unit;
- b. Owner transfers any right to use Common Area facilities to the tenant;
- c. no assignments or subleases are permitted;
- d. the lease is for not less than 30 days;
- e. tenant agrees to comply with the Association's governing documents and be subject to the same disciplinary procedures and fines as Owner;
- f. Owner assigns rents to the Association in the event Owner becomes sixty (60) days delinquent in the payment of Assessments to the Association;
- g. tenant shall carry renter's insurance;
- h. Owner assigns and grants the Association the power to institute an unlawful detainer action on his/her behalf for violation of the governing documents and Lease Addendum; and
- i. in the event of a conflict, the terms of the Lease Addendum supersede the terms of any other agreement between Owner and tenant.

1.5 Ownership Limited to Two Condominiums. Owners shall not be on title to any more than two (2) Condominiums. Being "on title" is defined to include the Person or any entity which the Person is a part of, including a company, corporation, partnership, or trust that is on

title to the property. This provision shall only apply to Owners from the date of adoption of these Rental Rules.

1.6 Governing Documents. Owners shall provide their tenants with copies of all governing documents, including, but not limited to, the CC&Rs, Bylaws, and any rules, as well as any applicable amendments, and must ensure compliance with all provisions of the governing documents.

1.7 Transfer of Common Area Privileges. Any Owner whose renting their Condominium Unit automatically relinquishes to their Condominium Unit's residents the Owner's rights to use the Association's Common Area facilities until the Owner re-takes possession of the Condominium Unit.

1.8 Transfer of Occupancy. Owners living offsite will provide the Association with the name, address, phone number, and email address of all Condominium Unit residents and any change in occupancy.

1.9 Repair Damage. Owners will be liable for any and all damages to the Condominium Units, Common Areas, including exclusive use Common Areas, and any personal property when the cause of such damage originates from that Owner's Condominium Unit or exclusive use Common Area, or which was caused by the acts or omissions of such Owner, Owner's tenant, or their respective family, guests, invitees, or pets. The Association may in its discretion repair, restore or replace such damaged property and may impose a Special Assessment against the liable Owner and that Owner's Condominium Unit for all costs, expenses and attorneys' fees incurred by the Association in connection with the damage. The Special Assessment may become a lien against the liable Owner's separate interest enforceable by the sale of the Owner's Condominium Unit under Civil Code sections 2924, 2924b, and 2924c.

1.10 Unlawful Detainer. Owners who lease their Condominium Units shall be responsible for assuring their tenants comply with the Association's governing documents. An Owner's failure to take legal action against his/her tenant who is in violation of the governing documents (including the institution of proceedings in unlawful detainer) within ten (10) days after receipt of written demand to do so from the Board, assigns and entitles the Association to institute unlawful detainer proceedings on behalf of such Owner and against the tenant. Any expense the Association incurs, including attorneys' fees and costs of suit, shall become a Special Assessment against the Condominium Unit.

1.11 Assignment of Rents. As security for the payment of Assessments, fines, and other sums owed to the Association, Owners who lease their Condominium Units hereby pledge and assign their rights as landlords (including the right to receive rent) to the Association. In the event an Owner becomes delinquent in payment of Assessments or fines to the Association, the Association may require the tenant to direct any and all rent payments to it until such deficiencies have been paid in full. Owners have no right to collect these amounts from tenants and may not evict tenants for complying with the Association's demand for rents.

1.12 No Criminal Activity. No person may reside in any Condominium Unit if they are found engaging in criminal activities. For purposes of this section "criminal activities" means drug-related activities (including the illegal manufacture, sale, distribution, use or possession of a controlled substance), gang related activities, unlawful use or discharge of firearms, prostitution, or any misdemeanors or felonies enumerated in the California Penal Code. For purposes of this section "reside" means the use, residency or occupancy of any Condominium Unit by any Person for more than five (5) consecutive days or more than ten (10) aggregate days, whether or not consecutive, in any one calendar year. In addition, no Owner of a Condominium Unit shall permit, by rental agreement or otherwise, persons who engage in criminal activities to reside in their Condominium Unit.

**LAING'S FIRST EDITION ONTARIO CENTER  
HOMEOWNERS ASSOCIATION**

**NOTICE OF RULE CHANGES**

March 17, 2016

Dear Members and Residents:

Notice is hereby given that on March 9, 2016, at an open meeting of the Board of Directors, the Laing's First Edition Ontario Center Homeowners Association approved proposed changes to the Association's Sign Rules (Exhibit A) and Pet Rules (Exhibit B), and enacted Rental Rules and Procedures (Exhibit C).

The proposed changes and rules were sent out to the membership for comment at least 30 days prior and the rules were adopted after the Board received comments from the membership at the March 9, 2106, meeting.

Copies of the rules are enclosed with this notice and the rules will become a part of the Association's rules and policies.

Thank you.

Board of Directors – Laing's First Edition Ontario Center Homeowners Association

Enclosures: Exhibit A – Sign Rules  
Exhibit B – Pet Rules  
Exhibit C – Rental Rules & Procedures

## EXHIBIT C

### **LAING'S FIRST EDITION AT ONTARIO CENTER - RENTAL RULES & PROCEDURES**

The following Rental Rules & Procedures will be adopted:

The Board of Directors for Laing's First Edition at Ontario Center Homeowners Association ("Association") hereby adopts these Rental Rules and Procedures ("Rental Rules") to address the renting of Condominium Units. These Rental Rules are made part of the Association's CC&Rs and unless otherwise indicated, all capitalized terms will be the same as in the CC&Rs.

1.1 Residency Requirement. So as to achieve a stabilized community of Owner-occupied Condominium Units, and to avoid artificial inflation of prices caused by resales by speculators, and to ensure compliance with secondary mortgage requirements, upon transfer of interest in a Condominium Unit, new Owners after the date of adoption of these Rental Rules must physically reside in the Condominium Unit as their primary residence continuously for at least two (2) years before being allowed to rent their Condominium Unit.

- a. *For Legal Entities.* The restriction applies as follows: (i) for corporations, a shareholder with a majority shareholder interest must reside in the Condominium Unit; (ii) for partnerships, a partner with a majority partnership interest must reside in the Condominium Unit; (iii) for any other legal entity, the majority owner of the entity must reside in the Condominium Unit.
- b. *Exceptions to Restriction.* This restriction shall not apply to (i) residences transferred through inheritance, (ii) residences owned by the Association, or (iii) Owners relocated during military service. A hardship exception for other circumstances may also be granted by the Board but only if done in an open meeting where the vote on the exception has been clearly identified in a meeting agenda which has been published to the membership as required by statute, and only if approved by at least 2/3 of the entire Board.

1.2 Rental Limitations. A maximum of 25% of the total Condominium Units in the Development (i.e., 74 units) may be rented to non-Owner residents during any given time period.

- a. *Rental Priority List.* The Association will establish and maintain a rental priority list ("List") which will list current Condominium Units rented and those Condominium Units waiting to rent.
  - i. As of the date of adoption of these Rental Rules, all Condominium Units currently rented will be placed on the List. All current rentals shall be allowed to continue renting to their current tenant and new tenants upon the expiration of the current lease. If the current number of rentals exceeds

the 25% limit, no additional rentals (except for those units already being rented) will be allowed until the number of rentals falls below the 25% limit.

- ii. Owners wishing to be placed on the List must notify the Association in writing. The Association will notify an Owner on the List awaiting to rent when his Condominium Unit is available to be rented and such Owner will have sixty (60) days from the date of notice to rent his unit. If the Owner fails to rent his Condominium Unit within such time, they will lose their place on the List and must resubmit a request to be placed back on the List.

1.3 Lease Requirements. Condominium Units may not be used for time-share purposes, hotel-like operations, or other transient purposes. No Owner shall lease less than the entire Condominium Unit nor shall the lease be for an initial term of less than 30 days.

1.4 Lease Addendum. Any lease or rental agreement between Owner and tenant shall be in writing. In addition, Owner, tenant, and the Association shall execute a "Lease Addendum" supplied by the Association. Owner and tenant shall agree, at a minimum, to the following terms:

- a. the lease is for the entire Condominium Unit;
- b. Owner transfers any right to use Common Area facilities to the tenant;
- c. no assignments or subleases are permitted;
- d. the lease is for not less than 30 days;
- e. tenant agrees to comply with the Association's governing documents and be subject to the same disciplinary procedures and fines as Owner;
- f. Owner assigns rents to the Association in the event Owner becomes sixty (60) days delinquent in the payment of Assessments to the Association;
- g. tenant shall carry renter's insurance;
- h. Owner assigns and grants the Association the power to institute an unlawful detainer action on his/her behalf for violation of the governing documents and Lease Addendum; and
- i. in the event of a conflict, the terms of the Lease Addendum supersede the terms of any other agreement between Owner and tenant.

1.5 Ownership Limited to Two Condominiums. Owners shall not be on title to any more than two (2) Condominiums. Being "on title" is defined to include the Person or any entity which the Person is a part of, including a company, corporation, partnership, or trust that is on

title to the property. This provision shall only apply to Owners from the date of adoption of these Rental Rules.

1.6 Governing Documents. Owners shall provide their tenants with copies of all governing documents, including, but not limited to, the CC&Rs, Bylaws, and any rules, as well as any applicable amendments, and must ensure compliance with all provisions of the governing documents.

1.7 Transfer of Common Area Privileges. Any Owner whose renting their Condominium Unit automatically relinquishes to their Condominium Unit's residents the Owner's rights to use the Association's Common Area facilities until the Owner re-takes possession of the Condominium Unit.

1.8 Transfer of Occupancy. Owners living offsite will provide the Association with the name, address, phone number, and email address of all Condominium Unit residents and any change in occupancy.

1.9 Repair Damage. Owners will be liable for any and all damages to the Condominium Units, Common Areas, including exclusive use Common Areas, and any personal property when the cause of such damage originates from that Owner's Condominium Unit or exclusive use Common Area, or which was caused by the acts or omissions of such Owner, Owner's tenant, or their respective family, guests, invitees, or pets. The Association may in its discretion repair, restore or replace such damaged property and may impose a Special Assessment against the liable Owner and that Owner's Condominium Unit for all costs, expenses and attorneys' fees incurred by the Association in connection with the damage. The Special Assessment may become a lien against the liable Owner's separate interest enforceable by the sale of the Owner's Condominium Unit under Civil Code sections 2924, 2924b, and 2924c.

1.10 Unlawful Detainer. Owners who lease their Condominium Units shall be responsible for assuring their tenants comply with the Association's governing documents. An Owner's failure to take legal action against his/her tenant who is in violation of the governing documents (including the institution of proceedings in unlawful detainer) within ten (10) days after receipt of written demand to do so from the Board, assigns and entitles the Association to institute unlawful detainer proceedings on behalf of such Owner and against the tenant. Any expense the Association incurs, including attorneys' fees and costs of suit, shall become a Special Assessment against the Condominium Unit.

1.11 Assignment of Rents. As security for the payment of Assessments, fines, and other sums owed to the Association, Owners who lease their Condominium Units hereby pledge and assign their rights as landlords (including the right to receive rent) to the Association. In the event an Owner becomes delinquent in payment of Assessments or fines to the Association, the Association may require the tenant to direct any and all rent payments to it until such deficiencies have been paid in full. Owners have no right to collect these amounts from tenants and may not evict tenants for complying with the Association's demand for rents.

1.12 No Criminal Activity. No person may reside in any Condominium Unit if they are found engaging in criminal activities. For purposes of this section “criminal activities” means drug-related activities (including the illegal manufacture, sale, distribution, use or possession of a controlled substance), gang related activities, unlawful use or discharge of firearms, prostitution, or any misdemeanors or felonies enumerated in the California Penal Code. For purposes of this section “reside” means the use, residency or occupancy of any Condominium Unit by any Person for more than five (5) consecutive days or more than ten (10) aggregate days, whether or not consecutive, in any one calendar year. In addition, no Owner of a Condominium Unit shall permit, by rental agreement or otherwise, persons who engage in criminal activities to reside in their Condominium Unit.