

PRIMROSE AT BEACON PARK

RULES AND REGULATIONS

INTRODUCTION

Primrose at Beacon Park ("**Neighborhood**") is a community that is currently planned to contain up to 105 condominiums and is located within the Great Park Neighborhoods. Primrose at Beacon Park is comprised of property located on 2 different tracts, one of which will contain 51 units (17 triplexes) and the other with 54 units (18 triplexes). The 2 tracts are not contiguous and will be separated by a school.

Because community living relies on the mutual cooperation of all to be successful, Primrose at Beacon Park Neighborhood Association ("**Neighborhood Association**") created these rules and regulations ("**Rules**"). 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 Primrose at Beacon Park. These Rules contain basic guidelines that, if observed, help ensure that the grounds of Primrose at Beacon Park remain in good condition and that neighbors treat each other with respect and consideration.

These Rules are subject to the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Great Park Neighborhoods ("**Master Declaration**"), Articles of Incorporation of the Great Park Neighborhoods Community Association ("**Master Articles**"), Bylaws of Great Park Neighborhoods Community Association ("**Master Bylaws**"), Great Park Neighborhoods Operating Standards Packet ("**Master Association Rules**") and Great Park Neighborhoods Design Guidelines (Pavilion Park and Beacon Park) ("**Master Association Design Guidelines**") (collectively, "**Master Association Governing Documents**"), the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Primrose at Beacon Park ("**Neighborhood Declaration**"), the Articles of Incorporation of Primrose at Beacon Park Neighborhood Association ("**Neighborhood Association Articles**"), and the Bylaws of Primrose at Beacon Park Neighborhood Association ("**Neighborhood Association Bylaws**") (collectively, "**Neighborhood Association Governing Documents**"). The Board of Directors of the Primrose at Beacon Park Neighborhood Association ("**Neighborhood Association Board**") has the power to revise these rules, regulations, and any guidelines, policies and procedures set forth in these Rules from time to time. If you would like to contribute suggestions for these Rules, please submit them to the Management Company for consideration by the Neighborhood Association Board.

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

These Rules constitute the "**Neighborhood Association Rules**" contemplated by the Neighborhood Declaration. All Owners, residents and their guests are required to follow these Rules and the Master Association Rules for the good of the Neighborhood and the well-being of its residents.

Please read the Master Association Rules and these Neighborhood Association Rules carefully, and be sure your family, guests and tenants fully understand and follow them. If you have questions, please contact the Management Company.

As you read through these Neighborhood Association Rules, you will encounter initially capitalized terms. Except as otherwise defined in these Rules or as the context otherwise requires, these initially capitalized terms have the same meanings given them in the Neighborhood Declaration.

PRIMROSE AT BEACON PARK NEIGHBORHOOD ASSOCIATION

The Neighborhood Association establishes and enforces these Rules, Design Guidelines and the Great Park Neighborhoods Design Guidelines and manages the financial affairs of the Neighborhood Association, and oversees the operation and maintenance of certain areas within Neighborhood described as "Neighborhood Association Property" in the Neighborhood Declaration or "Neighborhood

Association Property” in the Master Declaration. Those areas generally consist of areas and facilities within the Neighborhood for the common use and benefit of the Owners within the Neighborhood. A professional management company ("**Management Company**") assists the Neighborhood Association, the Neighborhood Association Board and various board appointed committees.

The Management Company designated by your Neighborhood Association Board is:

Primrose at Beacon Park Neighborhood Association
c/o Vintage Group
30212 Tomas, Suite 280
Rancho Santa Margarita, CA 92688
Website – www.vintagegroupre.com
Phone – 855-403-3852
Fax – 800-996-3051

The Neighborhood Association Board governs the Neighborhood Association, and meets regularly to make decisions pertaining to those matters for which the Neighborhood Association is responsible. Owners will be notified of the date, time and location of all meetings of the Members and the Neighborhood Association Board. If you are interested in becoming involved in the Neighborhood Association, please contact the Management Company.

Residents of Primrose at Beacon Park are encouraged to work together to build a harmonious community. If any disputes between individual Owners should arise, the parties are encouraged to try to resolve them on their own.

To report problems related to the Neighborhood Association Property (such as landscape or sewer problems, etc.), please contact the Management Company.

COMMUNICATION AND VOLUNTARY COOPERATION

To facilitate harmony within Primrose at Beacon Park, all residents, tenants and their guests must comply with the rules and guidelines set forth in these Rules, the other Neighborhood Association Governing Documents and the Master Association Governing Documents. If you believe that a Neighborhood Association rule or restriction is unfair, you may try to change it by serving on the Neighborhood Association Board, participating in a committee, etc.

Primrose at Beacon Park Neighborhood Association welcomes communication from its Members. Please feel free to call or write to the Management Company (the Neighborhood Association’s liaison) to discuss any questions or issues.

MAINTENANCE AND INSPECTION OBLIGATIONS

Both Owners and the Neighborhood Association have maintenance and inspection obligations. Owners should consult the Neighborhood Declaration, the Owners Maintenance Manual, applicable warranties and other manufacturers’ maintenance schedules and recommendations for specific maintenance requirements. As set forth in the Neighborhood 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 Units.

Similarly, specific maintenance and inspection requirements for the Neighborhood Association are set forth in the Neighborhood Association Maintenance Manual, applicable warranties and other manufacturers’ maintenance schedules and recommendations. The Neighborhood Association is also required to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Neighborhood Association Property and other areas as specified in the Neighborhood Declaration.

SEVERABILITY

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

ENFORCEMENT OF NEIGHBORHOOD ASSOCIATION GOVERNING DOCUMENTS

If there is a violation of the Neighborhood Association's Governing Documents, including these Rules, then a Member may submit a Violation Complaint Report to the Management Company. A copy of the form is attached to these Rules. No Member complaint can be acted upon by the Neighborhood Association Board unless there is supporting documentation, i.e., the written complaint. In an emergency situation or under extenuating circumstances, however, the Management Company, in its sole discretion, may choose to act on a complaint that is not in writing, and create its own written record of the situation.

GENERAL RULES FOR NEIGHBORHOOD ASSOCIATION PROPERTY

The following are general guidelines you, your tenants and guests must observe at Primrose at Beacon Park:

1. **Damage Caused by Owner.** Owners will be responsible for and bear all costs of repairs and/or replacement for any damage to Neighborhood Association Property in accordance with the Neighborhood Declaration, if it is determined that the damage was caused by the Owner, its lessees, guests, employees or contractors.
2. **No Obstruction.** Obstruction of the Neighborhood Association Property throughout the Neighborhood is not permitted. No one may store anything in the Neighborhood Association Property. The Neighborhood Association will not be responsible for any damage to, or loss of, any personal property left in any Neighborhood Association Property.
3. **Waste.** All trash and waste must be disposed of properly.
4. **Antennas and Signs.** Owners shall have the right to install antennas or signs in accordance with the provisions of the Master Declaration, Neighborhood Declaration, Master Association Design Guidelines and the Neighborhood Association Design Guidelines. The proper form attached to the Neighborhood Association Design Guidelines must be submitted and approved before any satellite dishes are installed.

CONDUCT AFFECTING INSURANCE

Please refer to Article 10 of the Neighborhood Declaration for additional information regarding the Neighborhood Association and Owner 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 Neighborhood Association Property shall be personally liable to the Neighborhood Association for the cost of the additional insurance premiums.

USE RESTRICTIONS APPLICABLE TO RESIDENTIAL UNITS

5. **Neighborhood Declaration Use Restrictions.** Residents should familiarize themselves with the use restrictions set forth in Article 6 of the Neighborhood Declaration. Section 6.5.4 (Storage and Other Restrictions for Exclusive Use Deck Areas) sets forth restrictions that apply to Exclusive Use Deck Areas including storage and the use of planters. Section 6.5.5 (Exterior Lighting) includes restrictions on exterior lighting. Section 6.5.6 (Water Beds and Limitations on Size of Aquariums) prohibits water beds and limits the size of aquariums. Section 6.5.7 (Vibrations) prohibits the installation or use of fixtures or equipment that cause unreasonable vibrations, noise or annoyance to other Owners.

6. **Master Association Declaration Use Restrictions.** Residents are also required to comply with the additional use restrictions set forth in Article VIII of the Master Declaration. These use restrictions include the following: Section 8.1 (Private Single Family Dwelling), Section 8.2 (Use of Master Association Property), Section 8.3 (Conduct Affecting Insurance), Section 8.4 (Owner's Liability for Damage), Section 8.5 (Signs), Section 8.6 (Maintenance of Animals Within the Community), Section 8.7 (Quiet Enjoyment), Section 8.8 (Improvements), Section 8.9 (Windows), Section 8.10 (Commercial Activity), Section 8.11 (Parking), Section 8.12 (Vehicle Usage in the Master Association Property), Section 8.13 (Unrestricted Parking), Section 8.14 (Compliance with Master Association Documents), Section 8.15 (Solar Energy Systems), Section 8.16 (Antennas), Section 8.17 (Hazardous Materials), Section 8.18 (Leasing), Section 8.19 (Drilling), Section 8.20 (Trash), Section 8.21 (Water Softeners), Section 8.22 (Water Heater Strapping), Section 8.23 (Mandatory Landscaping), Section 8.24 (Compliance with Best Management Practices), and Section 8.25 (Neighborhood Association Use Restrictions).

7. **Alarms.** Any alarm installed in a Residential Unit shall be the type of alarm that is monitored by a certified alarm company.

8. **Audio Volumes.** The volume of radios, stereo sets, televisions and musical instruments shall be kept at a reasonable level at all times, so other residents are not disturbed including, without limitation, televisions installed in the Exclusive Use Courtyard Areas. Radios, stereos, televisions, musical instruments and/or other devices shall be used or played within the Exclusive Use Courtyard Areas from 10:00 p.m. to 9:00 a.m. Any disturbance to neighbors regardless of times may be reported to local authorities as needed.

9. **Basketball Standards.** No basketball standard or fixed sports apparatus shall be attached to any Condominium Building or placed anywhere in the Neighborhood Association Property.

10. **Animals.** The following animal restrictions are in addition to Section 8.6 of the Master Declaration and Section II(K) of the Master Association Rules. No Owner shall keep more than a total of two (2) domestic dogs or two (2) domestic cats, or a combination thereof (but not to exceed two (2) total) within such Owner's Residential Unit. Domestic reptiles, birds, rodents and fish shall be permitted so long as such animals are kept in the interior of a Residential Unit and where applicable, prior written approval is obtained for the keeping of exotic animals pursuant to Section 8.6 of the Master Declaration. No animal shall be bathed, at any time, within the Neighborhood Association Property (excluding the Exclusive Use Courtyard Areas). Dogs shall not be tied to trees or any exterior building structure. 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. Owners are advised that certain types of animals or dog breeds may not be covered by an Owner's liability policy such as pit bulls or Rottweilers.

11. **Outdoor Animal Structures.** Structures for the housing or confinement of any bird or other animal that will be located outside require design approval in accordance with the process described in the Neighborhood Association Design Guidelines and/or the Master Association Design Guidelines.

12. **Trash Disposal.** The following trash disposal restrictions are in addition to Section 8.20 of the Master Declaration and Section II(L) of the Master Association Rules. No Owner shall permit or cause any trash or refuse to be kept on any portion of the Neighborhood other than in the receptacles customarily used for it, which shall be stored within the garage or his or her Exclusive Use Trash Area, except on the scheduled day for trash pickup. The Owners of Plans 1 and 3 residences within the Neighborhood shall store their trash cans within the Condominium's Exclusive Use Trash Area or within the Owner's garage. Owners of a Plan 1 residence must store their trash cans within their garage. Owners shall comply with the City's solid waste and recycling program.

13. **Holiday Decorations and Lighting.** See Section II(J) of the Master Association Rules for holiday lighting restriction. Only holiday wreaths on an over-the-door hanger may be displayed on the main entry door provided that it does not harm the finish. 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. Outdoor lights may not damage or puncture the Condominium Building or eaves. Each Owner is liable to the Association for any damage to Association Property (including holes, tape marks, abrasions, etc.) caused by that Owner or his or her guests, tenants, Invitees or any resident of his or her Residential Unit.

14. **No Hotel, Timeshare, Etc.** No Residential Unit shall be used as or subdivided for use as a dormitory, mini-dorm conversion, rooming house or short-term vacation rental such as through Airbnb or VRBO.

15. **Signs.** See Section 8.5 of the Master Declaration and Section II(I) of the Master Association Rules for sign restrictions.

16. **Smoke Detectors and Carbon Monoxide Detectors.** Each Owner must maintain the smoke detectors and carbon monoxide detectors installed in his or her Residential Unit. As part of this maintenance, you must replace all smoke and carbon monoxide detector batteries regularly.

17. **Soil Gas Barrier.** Under Section 6.5.8 (Soil Gas Barriers) of the Neighborhood Declaration, Owners are prohibited from disturbing any portion of the underslab vapor barrier installed under a Residential Unit or Exclusive Use Easement Area by Declarant.

18. **Tenant Registration.** An Owner who leases his or her Residential Unit is required to register his or her tenants with the Management Company for the Neighborhood Association using the attached Tenant Registration Form and under Section II(C)(7) of the Master Association Rules, the Owner is also required to provide the Master Association's Management Company with a completed Tenant Registration Form, a copy of which is attached to the Master Association Rules. Owners who lease their Residential Units must provide their tenants with complete copies of the Master Association Rules and Design Guidelines and the Neighborhood Association Rules and Design Guidelines.

19. **Fire Sprinklers.** Each Owner must take care not to harm, damage or unnecessarily activate the fire sprinklers installed in his or her Condominium. The fire sprinklers are heat activated and permitting high heat, steam or burning in the vicinity of a fire sprinkler may cause it to activate, potentially causing extensive damage to your Condominium, your personal property, the Neighborhood Association Property, and the adjacent Residential Units. Except for periodic dusting you should never touch or allow anything else to touch the fire sprinklers. In particular, you are not allowed to have any item hanging from the fire sprinklers or covering the sprinklers including, without limitation plants, laundry, posters or other objects. You should also not tie string, floss, wire or any other material on, around or across any portion of a fire sprinkler. Cooperation with the required fire sprinkler inspections is required. Entry must be provided when testing occurs. While inconvenient, this is an Orange County Fire Authority requirement and will require occupants to participate with the Management Company in the coordination of testing for the entire Neighborhood.

20. **Parking.** The following parking restrictions are in addition to Section 8.11 of the Master Declaration, Section 6.4 of the Neighborhood Declaration and Section II(E) of the Master Association Rules. All vehicles owned and/or operated by a resident must be parked in resident's garage. Each garage must be used for parking automobiles only and shall not be converted for living or recreational activities that would prevent the ability of an Owner or Occupant to park the number of vehicles in the garage that the garage was designed for. All open parking spaces within the Neighborhood are for temporary, short-term use by guests only. "Temporary, short-term parking" shall mean a period not to exceed seventy-two (72) hours. The guest parking spaces within the Neighborhood MAY NOT be utilized by any vehicle owned by residents or their tenants within the Neighborhood. Additionally, the number of guest parking spaces are limited and there is no guarantee that parking spaces will be available for guest parking when needed. **DUE TO THE LIMITATIONS ON THE GUEST PARKING SPACES, IF AN OWNER HAS MORE THAN 2 VEHICLES OR IF AN OWNER'S VEHICLES ARE TOO LARGE TO FIT IN THE OWNER'S GARAGE, THEN ANY VEHICLE WHICH CANNOT FIT IN THE OWNER'S GARAGE MUST PARK WITHIN THE PUBLIC STREETS IN THE VICINITY OF THE NEIGHBORHOOD.**

21. **Owner/Occupant Parking Registration.** Every Owner/Occupant is required to register ALL vehicles associated with a Residential Unit that will park within the Neighborhood with the Neighborhood Association. The Neighborhood Association will require each Owner/Occupant vehicle to display a permit indicating registration.

(a) To register a vehicle, the Neighborhood Association will require the following information: proof of ownership or lease of the vehicle; the vehicle's California license plate number; the vehicle identification number (VIN); a description of the vehicle, including its make, model and color; a copy of the vehicle registration and such other information as the Neighborhood Association may reasonably request.

(b) Owner/Occupant vehicle changes, such as a new vehicle or license plate change must be reported to the Neighborhood Association within seventy-two (72) hours and the Owner/Occupant must provide the items required to register a vehicle as set forth in Section 21(a) above.

(c) Upon the sale of a Residential Unit, the Owner that is selling his or her Residential Unit must notify the Neighborhood Association of the sale before a new Owner begins occupying the Residential Unit. The new Owner will be required to register its vehicles with the Neighborhood Association prior to occupying the Residential Unit.

(d) Owners that rent their Residential Unit are responsible for notifying the Neighborhood Association of their tenant's vehicle information before tenants begin occupying the Residential Unit.

(e) As further set forth in the Declaration, each Residential Unit Owner or Occupant is only allowed to have the number of vehicles that it can park within the garage for which the garage was constructed. The Neighborhood Association will not permit registration for more vehicles than can fit within a Residential Unit's garage.

22. **Noise.** 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.

23. **Speed and Lights.** All drivers must maintain safe and proper speeds and observe the posted maximum speed while driving in the Community.

24. **Oil Leaks.** Oil leaks and stains caused by a user's vehicle within the Neighborhood Association Property will be subject to fines and/or the cost of clean-up and repairs. Preventative maintenance of your vehicle will help to alleviate this issue.

25. **Car Alarms.** Should a car alarm continue to go off, the Neighborhood Association may, at the 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.

26. **Vehicle Violations and Towing.** Violators of this these Rules will be given one (1) warning notice that will be posted to their vehicle. The vehicle must be moved within 12-hours from the posting of the warning notice on the vehicle. A \$100.00 fine will be assessed for a second occurrence violation. Vehicles will be towed at the owner's expense for a third occurrence violation. The Neighborhood Association is not responsible for any damages that may occur if a vehicle is towed. Notwithstanding the procedures set forth herein, the Neighborhood Association reserves the right to have any vehicle in violation of this Rule towed at the owner's expense without a warning notice, if deemed necessary by the Neighborhood Association under the circumstances.

PROCEDURES FOR ENFORCEMENT OF THE RULES

The Neighborhood Association 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 Master Association Government Documents, Neighborhood Declaration, Neighborhood Association Bylaws, these Rules or the Neighborhood Association Design Guidelines. Enforcement of the Master Association Governing Documents and the Neighborhood Association Governing Documents depends on the participation and cooperation of all Owners, lessees and guests of the Owners.

1. Reporting of Violations.

(a) Reporting Violations. Violations may come to the attention of the Neighborhood Association through written complaints by Owners or through visual observations by one or more Neighborhood Association Board members or by the Management Company.

(b) Written Complaints. All complaints must be submitted in writing to the Neighborhood Association Board of Directors, in care of the Management Company, with the complainant's name, address and telephone number, 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.

(c) Confidentiality Limits. Complaints will be held in confidence to the extent permissible by law; however, if requested by the Neighborhood Association Board, it is the responsibility of the person filing the complaint to appear before the Board of Directors to be heard regarding the alleged violation.

2. Violation Notification.

(a) Courtesy Notice. Upon observation of a violation or receipt of a written complaint, the Neighborhood Association Board, in its discretion, may direct the Management Company to send a written "friendly reminder" ("**Courtesy Notice**") to the offending Owner of record at the address appearing in the records of the Neighborhood Association and, if the Condominium 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. The Neighborhood Association is not obligated to provide a Courtesy Notice to the Owner or his tenant.

(b) Violation Notice and Notice of Hearing. Upon observation of a violation or receipt of a written complaint, the Neighborhood Association Board may direct the Management Company to send a formal written notice of hearing to the Owner scheduling a Neighborhood Association Board hearing on the violation and advising the Owner that monetary fines and penalties may be imposed ("**Notice of Hearing**"). The Notice of Hearing shall be delivered personally or mailed by first class mail, certified or registered mail, return receipt requested, to the offending Owner at the last known address listed, and to the tenant at the tenant's address within the Neighborhood, at least ten (10) days before the proposed date of hearing on the alleged violation. The notice shall include the following:

- i. a clear and concise explanation of the nature of the alleged violation;
- ii. a reference to the provision(s) of the Neighborhood Association Governing Documents which the Member is alleged to have violated; and
- iii. the date, time and place of the hearing.

The Notice of Hearing may also include the amount of any monetary penalties which may be imposed at the hearing if the violation is not corrected, and the amount of any additional monetary penalties which may be imposed at the hearing for the continuation and/or repetition of the violation and shall include a

description of other penalties which may be imposed, including, without limitation, the membership rights which may be suspended by Neighborhood Association Board decision at the hearing.

3. **Hearing Procedures.**

(a) **Violation Hearing.** If the violation is not corrected before the scheduled hearing, the Neighborhood Association 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 Neighborhood Association Governing Documents. Any determination made by the Neighborhood Association Board is binding notwithstanding the absence of the Owner.

(b) **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 Neighborhood 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 Neighborhood Association Board will decide the case based 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 Neighborhood Association Board.

(c) **Neighborhood Association Board’s Findings.** The Neighborhood Association Board will make a determination as to whether a violation was committed. If the Neighborhood Association Board determines that a violation exists or was committed, the Neighborhood Association Board can impose reasonable monetary penalties and/or discipline against the Owner as provided for in the Neighborhood Declaration and in these Rules.

(d) **Sanctions.** If the Owner has corrected the violation, the Neighborhood Association Board will not impose any monetary fines or penalties. If the Owner continues to be in violation, the Neighborhood Association Board will determine what sanctions are appropriate.

(e) **Notice of Disciplinary Action.** If the Neighborhood Association Board imposes discipline, the Neighborhood Association Board shall provide the Owner a written notification and explanation of the suspension, fine or conditions of the disciplinary action either in person, or by delivery by first class mail, within fifteen (15) days following the action.

4. **Suspension of Privileges And Monetary Penalties.** If the Neighborhood Association Board finds an Owner (and/or his or her guests, residents, or tenants) in violation of the Neighborhood Association Governing Documents or Master Association Governing Documents after reviewing the evidence presented at the Hearing, pursuant to the guidelines set forth in the Neighborhood Association’s Declaration and Bylaws, the Neighborhood Association Board may in its discretion levy any or all of the following penalties and sanctions:

(a) Monetary fines;

(b) Suspension of an Owner’s (and/or his or her guests, residents or tenants) membership rights and privileges;

(c) Suspension of an Owner’s right to vote on all Neighborhood Association business;

(d) Removal of any non-conforming structure or improvement; and

(e) Compliance Assessment against an Owner for any costs incurred by the Neighborhood Association, including attorney’s fees and costs, with respect to the violation.

5. **Fine Schedule.** The Neighborhood Association Board may impose only one (1) fine within any thirty (30) day period which shall be in addition to any assessment levied to reimburse the Neighborhood 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
Second violation of the same or similar kind within a 12-month period	\$200 to \$300
Third violation of the same or similar kind within a 12-month period	\$300 to \$500

All fines, including Compliance Assessments representing the attorneys' fees and costs incurred by the Neighborhood Association in enforcing the Neighborhood Association Governing Documents, shall be a charge against the Owner of the Residential Unit. Any and all fines shall be billed to the Owner's account for the Neighborhood Association.

The Neighborhood Association reserves the right to use any legal remedy available to enforce the Neighborhood Association Governing Documents Master Association Governing Documents against an Owner, including, without limitation, the collection of any fines imposed against an Owner for violating the Neighborhood Association Governing Documents or Master Association Governing Documents, injunctive relief and/or declaratory relief.

ATTACHMENTS

Election Rules

Collection Policy

Violation Report Form

Tenant Registration Form

Vehicle Registration Form

PRIMROSE AT BEACON PARK NEIGHBORHOOD ASSOCIATION ELECTION RULES

1. Equal Access.

(a) If, in the course of an election campaign for a position on the Board of Directors (“**Neighborhood Association Board**”) of the Primrose at Beacon Park Neighborhood Association (“**Neighborhood Association** ”), any candidate or member of the Neighborhood Association advocating a point of view is provided access to a form of media (including, but not limited to, newsletters and Internet web sites) that is owned or entirely run by and for the Neighborhood Association, for a purpose that is reasonably related to that election, equal access shall be provided to all candidates and members of the Neighborhood Association for the same purpose (“**Equal Access**”).

(b) Equal Access, as described above in Section 1(a), shall also apply to members of the Neighborhood Association and candidates not endorsed by the current Neighborhood Association Board, and shall be for the purpose of advocating a point of view reasonably related to the election.

(c) The Neighborhood Association shall not edit or redact any content from the presentation of the points of view described in this Section, to the extent that such content does not violate any provision in the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of the Neighborhood Association, Bylaws of the Neighborhood Association or Rules promulgated by the Neighborhood Association Board, or any applicable state, federal or local laws, but may include a statement specifying that the candidate or member of the Neighborhood Association, and not the Neighborhood Association, is responsible for the content of such point of view.

(d) The Neighborhood Association shall give all candidates, including those candidates who are not incumbents, and those who are not endorsed by the Neighborhood Association Board, Equal Access to the common meeting area (i.e., time and space available for such candidate's use), if any, to present a point of view reasonably related to the upcoming election.

(e) The Neighborhood Association shall not charge candidates a fee for access to the common meeting area for the purposes described in this Section.

2. Qualifications and Procedures for Nomination of Candidates.

(a) A Member of the Neighborhood Association is ineligible to be nominated or to nominate himself or herself for a position on the Neighborhood Association Board if, as of the date of nomination, the Member acquired and closed on his or her Residential Unit prior to the date of the meeting notice and first ballots that are mailed or solicited from Members of the Neighborhood Association for voting purposes. Any nominated Member must be at least eighteen (18) years old. Joint Owners of a Residential Unit may not server on the Board concurrently. If so required by the bylaws of the Association, directors shall be Members of the Association or representatives of Declarant.

(b) All Members of the Neighborhood Association eligible to vote in the forthcoming election are eligible to nominate himself or herself as a candidate for the Neighborhood Association Board.

(c) Provided that a Member of the Neighborhood Association seeking candidacy for a position on the Neighborhood Association Board satisfies the eligibility requirements set forth in Section 2(a) above, such Member of the Neighborhood Association may be nominated or nominate himself or herself by the following procedures:

i. Nominations for candidates to the Neighborhood Association Board may be submitted in writing to the current Neighborhood Association Board, the secretary of the Neighborhood

Association or the management company of the Neighborhood Association not less than thirty (30) days prior to the date designated for mailing or distribution of ballots for the election of new Neighborhood Association Board members. Members of the Neighborhood Association shall not be prohibited from nominating themselves for any Neighborhood Association Board position and any attempt to prevent a Member's self-nomination shall be invalidated.

ii. After collecting all properly submitted nominations, the current Neighborhood Association Board shall: (1) confirm or cause to be confirmed each nominated person's eligibility under Section 2(a); (2) confirm or cause to be confirmed each individual's acceptance of nomination; (3) distribute or cause to be distributed to the Neighborhood Association's membership a list of the confirmed candidates; and (4) prepare or cause to be prepared a ballot for distribution to all Members of the Neighborhood Association for voting purposes. Each such ballot must satisfy the requirements set forth in Section 3 below.

3. **Secret Ballot.**

(a) Pursuant to California Civil Code Section 5100, elections and votes related to assessments, selection of Members of the Neighborhood Association Board, amendments to the governing documents adopted by the Neighborhood Association, and the grant of certain exclusive use easements shall be by secret ballot. The secret ballot must satisfy the requirements set forth in the California Civil Code and this Section. The Neighborhood Association shall send to each eligible Member of the Neighborhood Association a ballot and two (2) pre-addressed envelopes not less than thirty (30) days prior to the voting deadline for the election.

(b) Ballots may not identify the voter's name, address, or Residential Unit number.

(c) The ballot itself may not be signed by the voter. It must be inserted into a sealed envelope. That sealed envelope must then be sealed within a second outer envelope. The outer envelope shall have, in the upper left-hand corner, space for the voter to print and sign his or her name, and print his or her address.

(d) The outer envelope is pre-addressed to the inspector or inspectors of election, as defined below, who will be counting the votes. The envelope containing the ballot shall then be hand delivered or mailed via first class mail to a location specified by the inspector or inspectors of the election. The Member of the Neighborhood Association may request a receipt for delivery.

4. **Selection of Inspectors.**

(a) The current Neighborhood Association Board shall select either one (1) or three (3) independent third parties to serve as the inspector of inspectors of the election ("**Inspector(s)**"). A person or persons currently employed or under contract to the Neighborhood Association for any paid services may not be selected to be an Inspector unless such person is expressly allowed to serve as an Inspector as provided herein. The Neighborhood Association's current manager, attorney(s) and any other person or entity under contract with the Neighborhood Association for compensation are hereby authorized to serve as an Inspector. No Residential Owner currently running for an elected position on a Neighborhood Association Board may serve as an Inspector.

(b) The Inspector shall have the responsibilities described in California Civil Code Section 5110 and shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as is practical.

(c) If there are three (3) Inspectors, the decision or act of a majority shall be effective in all respects as the decision or act of all Inspectors.

(d) The Inspector shall have the right to appoint and oversee such additional persons as the Inspector deems appropriate to verify signatures and to count and tabulate votes, provided that the persons are independent third parties.

5. **Voting.**

(a) Ballots and all related materials required for voting under these procedures shall be sent to eligible Members of the Neighborhood Association at least thirty (30) days before the date set for tabulation of votes.

(b) Members may cast their ballots by any one (1) of the following methods:

i. Members may mail their ballots to the location designated by the Inspector(s) provided that any ballot so mailed is postmarked no later than the date that is three (3) business days before the date set for tabulation of votes; or

ii. Members may deliver their ballots (or have their ballots delivered) to the location designated by the Inspector(s) no later than two (2) business days before the date set for tabulation of votes; or

iii. Members may deposit their ballots with the Inspector(s) at the meeting in which votes are to be tabulated prior to the time set by the Inspector(s) for closing of the polls.

(c) Once a ballot is received by the Inspector(s), it is irrevocable.

(d) No ballots shall be accepted, by mail or otherwise, after the date and time set by the Inspector(s) for closing of the polls. Any ballots received after the polls have closed shall be disqualified and will not be counted by the Inspector(s). A Member of the Neighborhood Association whose ballot has been disqualified will not be entitled to notification of such action and shall not have the right to cast another vote in the present election. Such disqualified ballots shall not be counted in any subsequent recount or challenge to the election procedures.

6. **Eligibility and Vesting of Voting Rights.**

(a) A Member of the Association is eligible to vote if: (i) the Member's voting rights have not been suspended pursuant to the Declaration of Covenants, Conditions and Restrictions or the bylaws of the Association or the Rules and Regulations; (ii) the Member closed escrow on his or her Residential Unit on or before the "**Record Date**" for voting, being the date of the meeting notice and first ballot which are mailed to or solicited from Members of the Association for voting purposes; and (iii) the Member is at least eighteen (18) years old.

(b) Except where cumulative voting is authorized, Class A Members may cast only one (1) vote per Residential Unit. If more than one (1) party is record owner of a Residential Unit, the vote for that Residential Unit shall be cast as the owners among themselves determine or forfeited if the owners cannot agree, as provided in the Neighborhood Declaration.

(c) Such voting rights attributed to any given Residential Unit in the Neighborhood shall vest as provided in the Neighborhood Declaration.

7. **Proxies.**

(a) Any eligible Member of the Neighborhood Association may authorize another person to act by proxy, pursuant to the Bylaws of the Neighborhood Association.

(b) Any instruction given in a proxy that directs the manner in which the proxy is to cast the vote shall be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain. The proxy holder shall cast the vote by secret ballot, in the manner prescribed in these procedures. The Inspector(s) shall determine the authenticity, validity and effect of proxies. Proxies shall be presumed valid if executed in accordance with California Corporations Code Section 7613 and the bylaws of the Neighborhood Association.

8. **Voting Procedures and Custody.**

(a) All votes shall be counted and tabulated by the Inspector(s) in public at a properly noticed open meeting of the Neighborhood Association Board and/or Members of the Neighborhood Association. Any candidate or Member of the Neighborhood Association may witness the counting and tabulation of the votes. No person, including, but not limited to, Members of the Neighborhood Association and employees of the management company, if one has been selected, shall open or otherwise review any ballot prior to the time the ballots are counted and tabulated by the Inspector.

(b) The results of the election, as tabulated by the Inspector(s), shall be promptly reported to the current Neighborhood Association Board and shall be recorded in the minutes of the next meeting of the Neighborhood Association Board, and shall be made available for review of Members of the Neighborhood Association. The Neighborhood Association Board shall publicize the results of the election in a communication directed to all Members of the Neighborhood Association, within fifteen (15) days of the date the final tabulation of votes has occurred.

(c) The sealed ballots shall at all times be in the custody and control of the Inspector(s), or at such location designated by the Inspector(s), until after the final tabulation of votes and expiration of the time allowed by California Corporations Code Section 7527 for challenging the election, after which time the custody and control of the ballots shall be turned over to the Neighborhood Association.

(d) After the final tabulation of the votes has been completed by the Inspector(s) and custody and control of the ballots has been turned over to the Neighborhood Association, the Neighborhood Association shall store the ballots or cause them to be stored, in a secure location for not less than two (2) years from the date of final tabulation of votes.

PRIMROSE AT BEACON PARK NEIGHBORHOOD ASSOCIATION COLLECTION POLICY

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 Neighborhood 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 of Directors ("**Neighborhood Association 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 that Neighborhood Association enter into an agreement providing for payments to be applied in a different manner.
4. When any regular or special assessment remains unpaid fifteen (15) days past its due date, said assessment shall be subject to a late charge not exceeding ten percent (10%) of the delinquent assessment or ten dollars (\$10), whichever is greater in accordance with California Civil Code 5650(b)(2), unless the declaration specifies a smaller amount.
5. In accordance with California Civil Code 5650(b)(3), the Neighborhood Association Board shall impose interest on all sums, including the delinquent assessment, reasonable costs of collection, and late charges, at a rate not to exceed twelve percent (12%) per annum, commencing thirty (30) days after the assessment becomes due, unless the declaration specifies a rate of a lesser amount.
6. When any assessment remains unpaid forty-five (45) days past its due date, the Neighborhood Association, through its Management Company, shall mail a pre-lien notice ("**Pre-Lien Notice**") 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 you of the delinquent status of the account, impending collection action and the owner's right to request that the Neighborhood 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 Notice, which shall be charged to the delinquent member's account.
7. Within fifteen (15) days from the date of the postmark of the Pre-Lien Notice, a delinquent owner may submit a written request to the Neighborhood Association to meet with the Neighborhood Association Board to discuss a payment plan for the amount set forth in the Pre-Lien Notice letter. The Neighborhood Association Board shall meet with the delinquent homeowner in executive session within forty-five (45) days of the date of the postmark of the written request. Each request is handled on a case-by-case basis. The Neighborhood Association Board is under no obligation to grant payment plan requests. Payment plans shall not interfere with the Neighborhood Association's ability to record a lien on an owner's separate interest to secure payment for the owner's delinquent assessments. If the Neighborhood Association 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 Neighborhood 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 Notice and fails to request IDR within thirty (30) days of the date of the Pre-Lien Notice, the Neighborhood Association Board shall decide, by

majority vote in an open meeting, whether to record a Notice of Delinquent Assessment (Lien) for the amount of any delinquent assessments, late charges, interest and/or costs of collection. This lien shall be recorded in the office of the County Recorder and mailed to the delinquent member. A fee 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 Neighborhood Association, shall be charged to the delinquent member's account. The lien may be enforced in any manner permitted by law, including without limitation, a small claims judgment, judicial or non-judicial foreclosure.

9. The decision to foreclose on a lien must be made by a majority of the Neighborhood Association Board in an Executive Session meeting and the Neighborhood Association Board must record their votes in the minutes of the next open meeting of the Neighborhood Association Board. The Neighborhood Association 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 Neighborhood Association shall offer delinquent homeowners the option of participating in IDR or Alternative Dispute Resolution ("**ADR**")

10. After thirty (30) days from recording the Notice of Delinquent Assessment, the Neighborhood Association may turn the members account over to the Neighborhood Association's attorney or trustee to enforce the lien by proceeding with judicial or non-judicial foreclosure sale when either (a) the delinquent assessment amount totals One Thousand, Eight Hundred Dollars (\$1,800) or more, excluding accelerated assessments and specified late charges and fees or (b) the assessments are delinquent for more that twelve (12) months. However, upon review of the Member's delinquent account, the Neighborhood Association Board may decide to take small claims court action. The Neighborhood 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 Neighborhood 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 Neighborhood 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 Neighborhood Association shall only be required to send notices to the indicated secondary address from the point the Neighborhood 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 Neighborhood Association. The mailing address for overnight payments of assessments is c/o Vintage Group 30212 Tomas, Suite 280, Rancho Santa Margarita, CA 92688 unless the account has been turned over to the Neighborhood Association's trustee or attorney, then the homeowner 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 Neighborhood Association Board. This policy is subject to change upon thirty (30) day written notice.

**PRIMROSE AT BEACON PARK NEIGHBORHOOD ASSOCIATION
VIOLATION REPORT FORM**

Return form to: Primrose at Beacon Park Neighborhood Association
c/o Vintage Group
**24422 Avenida dela Carlota, Suite 450, Laguna Hills, CA
92653**
Phone: (855) 403-3852
Website: www.vintagegroupre.com

Violation information

Please provide the name (if known) and address of the home where the alleged violation is taking place.

Name(s): _____

Address: _____

Summary of alleged violation(s):

On what days and at what times does the violation usually take place?

Reporting Owner's information

If the violation is not verifiable by way of a visual inspection of the Neighborhood Association, then a signature of an additional Owner representing a separate Condominium within the Neighborhood Association may be required to initiate the Neighborhood Association's violation procedure. **You must include your name and address in order to have this form processed.**

Your name: _____

Address: _____

Phone: _____

If necessary:

Additional Owner name: _____

Address: _____

**PRIMROSE AT BEACON PARK NEIGHBORHOOD ASSOCIATION
TENANT REGISTRATION FORM**

Return form to: Primrose at Beacon Park Neighborhood Association
c/o Vintage Group
24422 Avenida dela Carlota, Suite 450, Laguna Hills, CA 92653
Phone: (855) 403-3852
Website: www.vintagegroupre.com

Owner(s) Name: _____

Mailing Address: _____

Contact Information (phone, email): _____

Primrose at Beacon Park Address: _____

Resident Key Fob #'s Assigned: _____

Tenants:

(1) Name: _____
(LAST) (FIRST)

Home Phone Number: _____ Cell Phone Number: _____

Email Address: _____

Vehicle Information (include year, make, model, color and license plate state and number: _____

Vehicle Information (include year, make, model, color and license plate state and number: _____

(2) Name: _____
(LAST) (FIRST)

Home Phone Number: _____ Cell Phone Number: _____

Email Address: _____

Vehicle Information (include year, make, model, color and license plate state and number: _____

Vehicle Information (include year, make, model, color and license plate state and number: _____

(3) Name: _____
(LAST) (FIRST)

Home Phone Number: _____ Cell Phone Number: _____

Email Address: _____

Vehicle Information (include year, make, model, color and license plate state and number: _____

Vehicle Information (include year, make, model, color and license plate state and number: _____

PLEASE LIST ANY OTHER PERSONS IN RESIDENTIAL UNIT, INCLUDING CHILDREN

1. _____

2. _____

3. _____

4. _____

PRIMROSE AT BEACON PARK NEIGHBORHOOD ASSOCIATION VEHICLE REGISTRATION FORM

Return form to: Primrose at Beacon Park Neighborhood Association
 c/o Vintage Group
 30212 Tomas, Suite 280, Rancho Santa Margarita, CA 92688
 Phone: (855) 403-3852
 Website: www.vintagegroupe.com

In an effort to help monitor vehicles in the Primrose at Beacon Park community, the management company will be distributing parking permits (decals).

The following information is required to obtain vehicle decals:

1. Proof of residency (i.e. utility bill)
2. Proof of identity (i.e. government issued ID)
3. Copy of vehicle registration

All of the following information below is required:

Last Name(s): _____
 First Name(s): _____
 Home/Cell Phone #: _____
 Address: _____

Vehicle One

Vehicle Year: _____
 Vehicle Make: _____
 Vehicle Model: _____
 Vehicle Color: _____
 Vehicle License Plate #: _____

Vehicle Two

Vehicle Year: _____
 Vehicle Make: _____
 Vehicle Model: _____
 Vehicle Color: _____
 Vehicle License Plate #: _____

Vehicle Three

Vehicle Year: _____
 Vehicle Make: _____
 Vehicle Model: _____
 Vehicle Color: _____
 Vehicle License Plate #: _____

This section for use by Management Personnel Only

Decal Numbers Issued: #1. _____
 #2. _____
 #3. _____

Decal distribution: I acknowledge that I live within the Primrose at Beacon Park community and/or have authorization to receive the decals as listed above.

Homeowner/Tenant Signature: _____ Date: _____
 Homeowner/Tenant Signature: _____ Date: _____

PRIMROSE AT BEACON PARK DESIGN GUIDELINES

INTRODUCTION

The goal of these Primrose at Beacon Park Design Guidelines (“**Neighborhood Association Design Guidelines**”) is to maintain the aesthetic beauty of Primrose at Beacon Park.

Prior to making any Improvements to your Residential Unit, you must submit a complete application for architectural approval to the Neighborhood Association Board (or if formed, the Neighborhood Association Design Review Committee). After receiving written approval from the Neighborhood Association Board (or Neighborhood Association Design Review Committee, if formed) and complying with applicable requirements of the city and other governmental agencies, you may install your Improvements or undertake your approved action. Please review these Neighborhood Association Design Guidelines and the Great Park Neighborhoods Design Guidelines (Pavilion Park and Beacon Park) (“**Master Association Design Guidelines**”) prior to completing your application form to ensure your submittal is complete.

The Master Association Design Guidelines list those exterior Improvements that are not permitted such as awnings or new garage doors or subject to approval of the Neighborhood Association Design Review Committee such as exterior drapes and potted plants. They also cover screen doors, communication equipment such as satellite dishes and radio antennae, interior party wall requirements, flooring requirements, storage, thematic features such as artwork and solar panels.

These Neighborhood Association Design Guidelines are subject to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Great Park Neighborhoods (“**Master Declaration**”) and the Declaration of Covenants, Conditions and Restrictions of Primrose at Beacon Park (“**Neighborhood Declaration**”). The Declaration and Neighborhood Declaration are collectively referred to herein as the “**Declarations**” and the Bylaws of Great Park Neighborhoods Community Association and the Bylaws of Primrose at Beacon Park Neighborhood Association are collectively referred to herein as the “**Bylaws**”. The Neighborhood Association has the power to revise the rules, regulations, guidelines, policies and procedures set forth in these Neighborhood Association Design Guidelines from time to time. If you would like to contribute suggestions for these Neighborhood Association Design Guidelines, please submit them to the Management Company for consideration by the Neighborhood Association. In the event of any conflict between these Neighborhood Association Design Guidelines and the Neighborhood Declaration or the Neighborhood Association Bylaws, the provisions of the Neighborhood Declaration or the Neighborhood Association Bylaws (whichever applies) shall prevail. In the event of any conflict between Master Association Design Guidelines and the Master Declaration, the provisions of the Master Declaration or the Master Association Design Guidelines (whichever applies) shall prevail.

As set forth in the Declarations, the Master Association Design Guidelines and these Neighborhood Association Design Guidelines, any improvement made to the interior of your Residential Unit or any exclusive use area requires the approval of the Neighborhood Association under the Master Association Design Guidelines and these Neighborhood Association Design Guidelines. Any improvement made to your Exclusive Use Easement Area requires the approval of the Neighborhood Association Design Review Committee or if applicable, the approval of the Great Park Neighborhoods Community Association (“**Master Association**”).

Before filing an application for Improvements to the interior of a Residential Unit or an Exclusive Use Easement Area, Owners should review the following documents:

- (1) Article 8 of the Neighborhood Declaration,
- (2) Article IX of the Master Declaration,
- (3) the section of the Master Association Design Guidelines entitled, “Section III: Attached Condominium Homes Design Guidelines,” and

(4) these Neighborhood Association Design Guidelines.

Review of these documents will insure a complete understanding of the submittal and review process to the Neighborhood Association as further detailed below. If you have questions regarding the review process, please contact the Management Company.

As you read through these Neighborhood Association Design Guidelines, you will encounter initially capitalized terms. Except as otherwise defined in these Neighborhood Association Design Guidelines and the Neighborhood Association Rules and Regulations, and as the context otherwise requires, those initially capitalized terms have the same meanings given them in the Neighborhood Declaration.

If any of the provisions of these Neighborhood Association Design Guidelines are held to be invalid, the remainder of the provisions shall remain in full force and effect.

PURPOSE; APPLICATION

These Neighborhood Association Design Guidelines and the Master Association Design Guidelines are not intended to restrict individual creativity or personal preference, but rather to assure and preserve the value, desirability, attractiveness and architectural integrity of Primrose at Beacon Park. As set forth in the Neighborhood Declaration, the Neighborhood Association Board (or if formed, the Neighborhood Association Design Review Committee) has the power to review and approve all Improvements within any Residential Unit and Exclusive Use Easement Area. The Neighborhood Association Design Guidelines and the Master Association Design Guidelines do not apply to any Improvements installed by Declarant, and neither the Neighborhood Association Board nor the Neighborhood Association Design Review Committee shall have any rights of review or approval with respect thereto.

NEIGHBORHOOD ASSOCIATION DESIGN REVIEW COMMITTEE

If formed, the Neighborhood Association Design Review Committee will consist of three (3) members. Additionally, one (1) alternate member may be designated by the Neighborhood Association Board to act as a substitute on the Neighborhood Association Design Review Committee in the event of absence or disability of any member. If no Neighborhood Association Design Review Committee is formed by the Neighborhood Association Board, then the Neighborhood Association Board will conduct all architectural review. If the Neighborhood Association Board serves as the Neighborhood Association Design Review Committee, it will enforce these Neighborhood Association Design Guidelines and the Master Association Design Guidelines. **There will be references throughout this document to Neighborhood Association Design Review Committee. If no Neighborhood Association Design Review Committee is formed, then such references will refer to the Neighborhood Association Board.**

MODEL HOMES

The construction features and landscaping provided by the developer in and around the model homes should not be considered as an example of what may be constructed consistent with these Neighborhood Association Design Guidelines or the Master Association Design Guidelines. The construction features located in the model homes were provided for sales and marketing purposes only. Some of the landscape and construction features at the model homes may not comply with these Neighborhood Association Design Guidelines or the Master Association Design Guidelines and therefore may not be approved by the Neighborhood Association Design Review Committee for an individual Owner's Condominium.

ARCHITECTURAL APPROVAL

1. **Submittal of Application:** Prior to the commencement of any addition, alteration, construction work or other Improvements of any type on any Residential Unit, you must first submit an application to the Neighborhood Association Design Review Committee for approval. Unless specifically exempted

Neighborhood Association Design Guidelines, you should submit an application for approval of all Improvements in accordance with the procedures set forth below. The following is intended to describe some of the Improvements that require approval by the Neighborhood Association Design Review Committee. Even though a proposed Improvement may not be listed below, you should submit an application for your proposed Improvement unless the particular Improvement is exempted from design review by the Declarations, the Master Association Design Guidelines or these Neighborhood Design Guidelines.

2. **Interior Improvements:** All Interior Improvements to your Residential Unit (including modifications and alterations), require the approval of the Neighborhood Association Design Review Committee. For the purpose of these Neighborhood Association Design Guidelines, the term “**Interior Improvements**” shall include, but not be limited to:

- (a) Hard surface flooring (tile, marble, granite, wood, etc.)
- (b) Plumbing, HVAC, electrical
- (c) Security system
- (d) Permanent fixtures such as bathroom fixtures
- (e) Ceilings and columns
- (f) Any other Improvement which may impair or alter the structural integrity or affects the ability of the structure to support a designed load without damage to the building or the Residential Unit
- (g) Any change or modification impacting the transference of sound

3. **Improvements in Deck, Courtyard and Trash Areas:** All improvements within any Exclusive Use Deck Areas, Exclusive Use Courtyard Areas or Exclusive Use Trash Areas, including without limitation, flooring, require the approval by the Neighborhood Association Design Review Committee.

4. **Failure to Obtain Approval:** Failure to obtain approval by the Neighborhood Association Design Review Committee constitute a violation of the Neighborhood Declaration, and may require modification or removal of unauthorized works of Improvement at your expense. In addition, a building or other permit may be required by the City Building Department, or other governmental agencies prior to the commencement of any work. Neither the Neighborhood Association Board, the Neighborhood Association Design Review Committee nor the Neighborhood Association assumes any responsibility for failure to obtain such permits. Also, obtaining such permits does not waive the obligation to obtain Neighborhood Association Design Review Committee approval.

DESIGN REVIEW PROCESS AND PROCEDURES

1. **Application for Approval:** All applications for any Improvements requiring approval by the Neighborhood Association Design Review Committee must be submitted in writing on the Home Improvement Application attached to these Neighborhood Association Design Guidelines (“**Home Improvement Application**”), together with the items described below (“**Submittal Package**”).

2. **Delivery of Submittal Package:** The Submittal Package and any resubmittals must be delivered in a manner where receipt for delivery can be obtained. This may include personal delivery, overnight courier or any method where the Management Company acknowledges receipt of the Submittal Package in writing.

Send requests to:

Primrose at Beacon Park Neighborhood Association
c/o Vintage Group
30212 Tomas, Suite 280
Rancho Santa Margarita, CA 92688
Website – www.vintagegroupre.com
Phone – 855-403-3852
Fax – 800-996-3051

3. **Submittal Package**: In order to expedite the approval process, the Submittal Package for any Improvements (other than Improvements not requiring approvals) must include three (3) sets of each of the following:

- (a) Home Improvement Application;
- (b) Plans and specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth herein (“**Plans and Specifications**”), clearly indicating all proposed modifications;
- (c) Floor plans, if an Owner is requesting permission to remove or relocate a wall;
- (d) Description of materials and colors and material samples;
- (e) A proposed construction schedule (including proposed start and completion dates);
- (f) Certificates of insurance naming the Neighborhood Association as an additional insured (including contractors exclusions and proof of valid workers’ compensation insurance);
- (g) Permits and licenses, if applicable; and
- (h) Submittal Fee (if Full Review is required) in the amount specified in Paragraph 4 below and made payable to the Primrose at Beacon Park Neighborhood Association.

NO REVIEW WILL OCCUR unless all required plans, forms, fees and information for your proposed Improvement(s) are included in your Submittal Package.

4. **Submittal Package Review Fees**:

(a) **Submittal Fee**: Each Owner must pay \$25.00 as an submittal package processing fee made payable to Vintage Group (“**Submittal Fee**”). If it is determined that an outside consultant must be retained, then the Submittal Fee to be paid to the Neighborhood Association is \$150.00. The Submittal Fee shall be made payable to the Primrose at Beacon Park Neighborhood Association.

(b) **Outside Consultant Fee**: The Neighborhood Association Design Review Committee may also require an Owner to pay any fees, costs or expenses associated with the review and approval of the Owner’s Plans and Specifications by an outside consultant or any costs associated with the review of the Plans and Specifications by an architect on the Neighborhood Association Design Review Committee, if any.

(c) **Additional Fees**: Additional fees may be imposed on Owners if determined necessary, based upon the complexity or scope of the Submittal Package and/or to retain consultants. If such fees are determined necessary, you will be notified by the Management Company and you must submit the additional fee(s) within ten (10) days of the request.

5. **Deposit**. In addition to the Submittal Fee, upon approval of the Submittal Package, the applicant may be required to deliver a deposit to cover any potential damage to Neighborhood Association Property

and to assure that the Owner follows the procedures set forth in the Neighborhood Association Governing Documents and the Master Association Governing Documents. Each applicant is solely liable for all damage caused by an applicant or any suppliers, contractors or subcontractors, including, without limitation, all fines and surcharges levied against the applicant by the Neighborhood Association Board. The applicant's liability shall not be limited by the amount of the deposit. If such costs of repairs, fines or surcharges are not promptly paid by the applicant, then all work must cease until the deposit has been replenished to an amount determined by the Neighborhood Association Board. If the Neighborhood Association determines after the completion of the improvements that no damage was done to the Neighborhood Association Property, the deposit will be returned to the Owner.

6. **Review of Application:**

(a) **By Management Company.** The Management Company shall, on behalf of the Neighborhood Association Design Review Committee, review the Submittal Package to ensure that it contains all of the information and fees required. If the Submittal Package is complete, the Management Company will forward the Submittal Package to the Neighborhood Association Design Review Committee. The Management Company may determine and notify the Owner that, based upon the proposed Improvements or the complexity of the proposed Improvements, review fees will be required. The Submittal Package will not be submitted to the Neighborhood Association Design Review Committee unless the Submittal Package is complete and until such fees are paid. Failure to submit a complete Submittal Package and include the appropriate fees with the Submittal Package will constitute an incomplete application, and the application will be returned to the Owner for completion prior to review by the Neighborhood Association Design Review Committee. The Submittal Package shall be deemed complete ten (10) days after delivery to the Management Company unless the Owner is informed otherwise by the Management Company before expiration of the ten (10) day period.

(b) **By Neighborhood Association Design Review Committee.** The Neighborhood Association Design Review Committee will review the Submittal Package and will provide written notification of approval, approval with conditions, or disapproval of the proposed modifications to the Management Company. The Management Company will then provide to the Owner submitting the application for architectural review a written notice of the actions taken by the Neighborhood Association Design Review Committee within thirty (30) days from the date of receipt of the Submittal Package along with one (1) set of the Submittal Package, appropriately marked with the Neighborhood Association Design Review Committee's action. If an Owner does not receive notice of the action by the Neighborhood Association Design Review Committee within such thirty (30) day period, then the Owner shall have the right to deliver a reminder notice to the Neighborhood Association Design Review Committee and Management Company. If the Owner does not receive a response within fifteen (15) days after delivery of the Owner's reminder notice to the Neighborhood Association Design Review Committee and the Management Company, the Submittal Package will be deemed approved provided that any Improvements conform to all conditions and restrictions contained in these Neighborhood Association Design Guidelines and the Neighborhood Declaration and are in harmony with similar structures erected within the Community. The Neighborhood Association Design Review Committee shall determine if the approvals are "preliminary" or "final" approvals as set forth in the Neighborhood Declaration.

(c) **Resubmittal.** If an Owner's proposal is not approved, or returned as incomplete, a revised Submittal Package may be submitted. Provided the re-submittal is prompt, and does not constitute a substantially revised proposal, the Neighborhood Association Design Review Committee will attempt to review the re-submitted application within the initial thirty (30) day period. If the re-submittal is not prompt or includes substantially revised Plans and Specifications, an additional thirty (30) days may be required to complete the Neighborhood Association Design Review Committee's review.

(d) **Neighborhood Association Design Review Committee Decisions.** The decision of the Neighborhood Association Design Review Committee on any proposed improvement shall be made in good faith and may not be unreasonable, arbitrary or capricious. Such decisions shall be in writing and shall be consistent with any governing provision of law, including, but not limited to, the Fair Employment

and Housing Act (Part 2.8 (commencing with Section 12900) of Division 3 of Title 2 of the Government Code and Civil Code section 4765). If a proposed change is disapproved, the written decision shall include both an explanation of why the proposed change is disapproved and a description of the procedure for reconsideration of the decision by the Neighborhood Association Design Review Committee.

7. **Review by the City.** Upon obtaining written approval of a Submittal Package from the Neighborhood Association Design Review Committee, the Owner shall thereafter submit plans and specifications to the City if the proposed Improvements require the issuance of a building permit or other City required approval. In the event of a discrepancy between this document and City requirements, the most restrictive standard shall prevail. The Neighborhood Association will not be responsible for actions taken by government agencies. In the event that the City requires modifications to the plans and specifications previously approved by the Neighborhood Association Design Review Committee, the Owner shall submit to the Neighborhood Association Design Review Committee all modifications to the plans and specifications. The Neighborhood Association Design Review Committee shall have the right to review and impose further conditions on such modifications which are not inconsistent with the requirements imposed by the City. The Neighborhood Association Design Review Committee shall have the right to impose conditions to its approval of proposed Improvements that are more restrictive than conditions as may be imposed by the City.

8. **Diligence in Construction:** Upon final approval of the Submittal Package, the Owner shall promptly commence construction and diligently pursue completion of the construction in conformance with the construction schedule.

GENERAL CONDITIONS

Approval by the Neighborhood Association Design Review Committee does not constitute waiver of any requirements required by any governmental agency. Architectural approval of plans does not constitute acceptance of any technical or engineering specifications, and the Neighborhood Association assumes no responsibility for such. The function of the Neighborhood Association Design Review Committee is to review submittals for architectural design of Improvements, placement of Improvements, color schemes, exterior finishes and materials and similar features which are recommended for use in the Neighborhood. All technical and engineering matters are the responsibility of the Owner. In addition to the restrictions set forth in the Declarations, the Neighborhood Association Rules and Regulations, the Great Park Neighborhoods Design Guidelines and Great Park Neighborhoods Rules and Regulations, each Owner shall also comply with the following restrictions and guidelines.

1. **Building Permits:** Building permits may be required for certain Improvements or changes. The applicant shall obtain Neighborhood Association Design Review Committee approval of any Improvements requiring a building permit prior to requesting such permit from the City.

1. **Damage to Association Property:** An Owner shall be responsible for any damage to the Neighborhood Association Property or Master Association Property (as defined in Section 1.44 of the Master Declaration) caused by an Owner or such Owner's Invitees, or any other persons deriving their right to use the Neighborhood Association Property and Master Association Property from the Owner or such Owner's family, tenants or guests, as set forth in the Declarations. All applicable charges for restoration will be charged back to the Owner by the Neighborhood Association for damage to Neighborhood Association Property and are due and payable within thirty (30) days from notification to the Owner.

2. **Effect of Approval:** Approval of plans is not authorization to proceed with Improvements on any property other than the Residential Unit owned by the applicant.

3. **Building Code Requirements:** It shall be the responsibility of the Owner to ensure that proposed modifications are consistent with applicable building code requirements.

REQUIREMENTS FOR CONTRACTORS, SUBCONTRACTORS AND ANY OTHER WORK

1. **Insurance and Contractors License:** Each Owner shall ensure that all contractors, subcontractors, or any other person or entity who/which performs work on or within the Community, including the interior of any Residential Unit or Exclusive Use Easement Area, shall provide proof of insurance, proof of valid workers' compensation insurance, a California State Contractors License (if applicable) and a business license (if applicable) to the Neighborhood Association Design Review Committee. The Neighborhood Association shall be named as an additional insured on the Certificates of Insurance for the period of time the work is in progress.
2. **Damage:** Any damage caused by contractors or sub-contractors to any Neighborhood Association Property or Residential Unit is the Owner's responsibility. Any damage must be reported immediately to the Management Company. The Owner will be held liable for the actions of his/her contractors, subcontractors and/or workers and the Owner will be responsible for any costs of repair incurred by the Neighborhood Association or other Owners.
3. **Electrical and Plumbing:** All plumbing must be properly insulated for sound and must be isolated from walls, studs, joists, ceilings and flooring.
4. **Working Hours:** Contractor working hours for any Improvements are set forth in Section II(P)(5) of the Master Association Rules.
5. **Parking of Vehicles:** Parking rules for contractors are set forth in Section II(P) of the Master Association Rules.
6. **Conduct by Workers:** Workers are not allowed to bring their pets within the Neighborhood. Workers are prohibited from creating nuisance noise unrelated to the construction work. All workers must wear shoes, pants or shorts and shirts at all times. No workers may use the power from the Neighborhood Association Property.
7. **Stopping Work:** The Neighborhood Association has the right to stop any work that is in violation of these regulations, creates a fire or safety hazard, or interferes with activities in the Neighborhood Association Property.
8. **Fire Safety Devices:** No one shall remove any permanent smoke detectors or carbon monoxide detector anywhere in the Neighborhood. If spray paint, sanding, or any other work that could potentially set off the smoke detectors will be performed, it is permissible to cover smoke detectors with plastic (and no other material), but the plastic must be removed at the end of the each day.
9. **Equipment:** Workers are prohibited from leaving their equipment in the Neighborhood Association Property or the Master Association Property. Neither the Master Association nor the Neighborhood Association are not responsible for the disappearance of any tools, equipment or materials left in the Neighborhood Association Property or the Master Association Property.
10. **Owner Responsibility:** Each Owner is responsible for any violations by such Owner's contractor or subcontractors of these Neighborhood Association Design Guidelines, Great Park Neighborhoods Design Guidelines, the Primrose at Beacon Park Rules and Regulations, Great Park Neighborhoods Rules and Regulations and the Declarations.
11. **Construction Materials:** All construction materials must be stored within an Owner's Residential Unit or Exclusive Use Easement Area. Any construction materials that are delivered and deposited on the streets must be relocated to the Owner's Residential Unit or Exclusive Use Easement Area. The Owner who is making the Improvements shall be responsible for removing all debris and maintaining all portions of the Neighborhood Association Property affected by the Owner's construction activities, including any streets and walkways, in a clean and attractive condition. The Neighborhood Association

Design Review Committee has the right to levy Compliance Assessments against the Owner who is making the Improvements to recover the cost of cleaning or restoring any Neighborhood Association Property to the condition that existed prior to the commencement of such Improvements pursuant to the Neighborhood Declaration and the Neighborhood Association Bylaws.

12. **Construction Equipment.** The Owner who is making Improvements shall be responsible for insuring that construction equipment such as trucks, concrete mixers, trailers, trash bins, and compressors shall not be parked or placed on the streets for an unreasonable amount of time.

13. **Violation of Rules.** The Neighborhood Association Design Review Committee has the right to levy against the Owner who is making such Improvements, Compliance Assessments as a disciplinary measure for a violation of the foregoing regulation and for reimbursement of any costs incurred by the Neighborhood Association in the repair of damage for which such Owner, or such Owners agents or contractors was allegedly responsible, as set forth in the Neighborhood Declaration and the Neighborhood Association Bylaws.

FAILURE TO COMPLY WITH REQUIRED PROCEDURES

If any design change is made without the approval of the Neighborhood Association Design Review Committee or any violation of the Neighborhood Association Design Guidelines or the Master Association Design Guidelines occurs, the Neighborhood Association Design Review Committee may deliver written notice of the violation to the Owner. The violation notice shall specify a time period for removal of the non-conforming Improvement that the Neighborhood Association Design Review Committee reasonably determines is necessary to remove the non-conforming Improvement. The Owner shall, upon receipt of the violation notice, remove the non-conforming Improvement within the time period specified in the violation notice. If an Owner fails to remove the non-conforming Improvement within the time period specified in the violation notice, and the Neighborhood Association Design Review Committee shall inform the Neighborhood Association Board. The Neighborhood Association Board shall then provide the Owner with Notice and Hearing to consider the Owner's continuing violation. At the Hearing, if the Board finds that there is no valid reason for the continuing violation, the Neighborhood Association Board may levy a fine in accordance with the fine schedule set forth in the Neighborhood Association Rules and/or may determine the estimated costs of correcting the violation. The Neighborhood Association Board may require the Owner to remedy or correct the violation within a period of not more than forty-five (45) days from the date of the Board's determination. If the Owner does not comply with the Neighborhood Association Board's decision within such period or within any extension of such period as the Neighborhood Association Board, in its discretion, may grant, the Neighborhood Association Board may either remove the non-complying Improvement or remedy the violation. The costs of such action shall be assessed against the Owner as a Compliance Assessment. The decision of the Neighborhood Association Board shall be final.

APPROVED WITH CONDITIONS

A copy of the executed request form and an approval report or a copy of the plans stamped and signed by the Neighborhood Association Design Review Committee will be returned to the applicant. The plans will contain Neighborhood Association Design Review Committee changes or stipulations that shall become a part of the plans and shall represent the terms and conditions of approval to be satisfied by the applicant. All use restrictions contained in the Neighborhood Declaration shall be in full force and effect and shall control the construction activities of the Owner.

APPEAL FROM DISAPPROVAL BY THE NEIGHBORHOOD ASSOCIATION DESIGN REVIEW COMMITTEE

If the Neighborhood Association Design Review Committee disapproves any application or approves any application with conditions, the party or parties making such application may appeal to the Neighborhood Association Board. Such an appeal will require a written appeal letter and an open meeting of the Neighborhood Association Board. The Neighborhood Association Board must receive the written request

for appeal not more than thirty (30) days following the disapproval decision of the Neighborhood Association Design Review Committee. Within thirty (30) days following receipt of the written request for appeal, the Neighborhood Association Board shall hold the open meeting and render its written decision. The failure of the Neighborhood Association Board to render a decision within the thirty (30) day period shall be deemed a decision against the appellant. The decision of the Neighborhood Association Board shall be binding and final.

INSPECTION AND CORRECTION OF WORK

1. **Right of Inspection During Course of Construction:** The Neighborhood Association Design Review Committee or its duly authorized representative may enter onto any Residential Unit during the course of construction or installation of any Improvements for the purpose of inspecting such construction and/or installation to determine whether it was performed in substantial compliance with the approved Plans and Specifications, the contractor's guidelines and applicable governmental rules and regulations. If the Neighborhood Association Design Review Committee determines that such construction and/or installation is not being performed in substantial compliance with the approved Plans and Specifications, it shall notify the Owner of such non-compliance. If the Neighborhood Association Design Review Committee determines that such construction and/or installation is not being performed in substantial compliance with the contractor's guidelines or applicable governmental rules and regulations, work may be stopped by the Neighborhood Association Design Review Committee, AQMD, CalOSHA and/or the City, until the work complies with the applicable standards. Copies of inspection sign-off(s) by the City shall be provided to the Management Company and/or the Neighborhood Association Design Review Committee before Neighborhood Association Design Review Committee during the daylight hours within forty-eight (48) hours of the request for entry.

2. **Notice of Completion:** Upon the completion of any construction or reconstruction or the alteration or refinishing of any Improvements, or upon the completion of any other work for which approved Plans and Specifications are required, the Owner shall give written notice of completion thereof and if necessary photos of the Improvements to the Neighborhood Association Design Review Committee using the Notice of Completion attached to these Neighborhood Association Design Guidelines.

3. **Inspection:** Within thirty (30) days thereafter the Neighborhood Association Design Review Committee, or its duly authorized representative, shall have the right to enter into the Residential Unit, as provided in Section 8.9.3 of the Neighborhood Declaration, to inspect such Improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved Plans and Specifications. If the Neighborhood Association Design Review Committee finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner in writing of such non-compliance within such thirty (30) day period, specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

4. **Non-compliance:** If the Owner fails to remedy such non-compliance within thirty (30) days from the date of such notification, the Neighborhood Association Board (not the Neighborhood Association Design Review Committee), after affording such Owner Notice and Hearing, shall determine whether there is a non-compliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If a non-compliance exists, the Neighborhood Association Board shall require the Owner to remedy or remove the same within a period of not more than thirty (30) days from the date of the Neighborhood Association Board's decision. If the Owner does not comply with the Neighborhood Association Board's decision within such period or within any extension of such period as the Neighborhood Association Board, in its discretion, may grant, the Neighborhood Association, at its option, may either remove the non-complying Improvement or remedy the non-compliance, and the Owner shall reimburse the Neighborhood Association for all costs and expenses incurred in connection therewith upon demand and release the Neighborhood Association from any claims arising from such work. If such expenses are not promptly repaid by the Owner to the Neighborhood Association, the Neighborhood Association Board shall levy a Compliance Assessment against such Owner for reimbursement.

5. **Review Oversight:** Unless the Neighborhood Declaration or these Neighborhood Association Design Guidelines specifically authorize the Neighborhood Association Design Review Committee to waive a particular provision or requirement of the Neighborhood Declaration or these Neighborhood Association Design Guidelines (as applicable) and the Neighborhood Association Design Review Committee affirmatively grants such a waiver, any architectural approval that conflicts with any provision or requirement of the Neighborhood Declaration or these Neighborhood Association Design Guidelines does not constitute a waiver of that provision or requirement and must be corrected upon notice by the Neighborhood Association Design Review Committee.

VARIANCE PROCESS

The Neighborhood Association Board (not the Neighborhood Association Design Review Committee) may authorize variances from compliance with any of the design provisions set forth herein, including, without limitation, restrictions upon height, size, floor area or placement of Improvements or other similar restrictions, when circumstances such as topography, natural obstructions, aesthetic or environmental considerations may require. Such variances may be evidenced in writing, must be signed by at least two (2) members of the Board and approved at a duly called regular meeting of the Association and shall become effective upon execution. If such variances are granted, no violation of the requirements set forth herein or in the Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions set forth herein for any purpose except as to the particular Condominium and particular provision hereof covered by the variance, nor shall it affect in anyway the Owner's obligation to comply with all governmental laws and regulations affecting its use of the Condominium, including, without limitation, zoning ordinances and lot setback lines or requirements imposed by the City or any other governmental authority.

DESIGN REVIEW STANDARDS

The standards set forth below shall apply to the Improvements within the Neighborhood. These standards are in addition to the standards set forth in the Neighborhood Association Rules and Regulations, Great Park Neighborhoods Design Guidelines, Great Park Neighborhoods Rules and Regulations and the other Master Association Governing Documents and Neighborhood Association Governing Documents. Owners considering making Improvements to their Residential Unit or Exclusive Use Easement Area(a) should carefully review Section 9.19 of the Master Declaration which includes restrictions on modifications to the following: (a) Master Association Walls; (b) Street Modifications, (c) Setbacks for Accessory Structures, (d) Prevention of Erosion of Slopes, (e) Light Spillage, (f) Fire Sprinklers, (g) Wood-burning Devices, (h) Height Limitations, (i) Fuel Modification Zones, (j) No Modifications to Special Benefit Improvements, (k) No Modifications to Maintenance Areas, and (l) Re-Subdivision of Lots.

1. Drainage

(a) There shall be no interference with the established drainage patterns, level, or grade over any Residential Unit, Exclusive Use Easement Area, or Neighborhood Association Property unless an adequate alternative provision is made for proper drainage and written approval is obtained from the Neighborhood Association Design Review Committee.

(b) Failure to make adequate provisions for proper drainage in the event it is necessary to change the established drainage over Owner's Residential Unit and Exclusive Use Easement Area could cause major problems and result in imminent danger to person(s) or property of other residences.

(c) If you alter drainage, or if you install Improvements in such a way as to alter the drainage, you, not the Neighborhood Association, will be responsible for any resulting consequences in any way related to drainage.

2. **Building Materials.** All building materials must be depicted on the Plans and Specifications and must be consistent with the building standards of the surrounding Neighborhood. All materials are subject to review and approval by the Neighborhood Association Design Review Committee.

3. **Flags and Flagpoles.** Flags of the United States need not be submitted for Neighborhood Association Board approval provided that they conform to the following guidelines. However, the Neighborhood Association reserves its rights set forth in the Neighborhood Declaration and the Master Association Rules to prohibit Improvements that may pose a health or safety risk in the Neighborhood. Owners may display a flag of the United States made of fabric, cloth or paper displayed within a Residential Unit or on a tripod within an Exclusive Use Easement Area. This excludes displaying a depiction or emblem of the United States flag made of lights, paint, roofing, siding, paving materials, or any other similar building or landscaping component. All other flags must be submitted to the Neighborhood Association Design Review Committee in accordance with the procedures set forth in the Neighborhood Declaration and these Neighborhood Association Design Guidelines. Flags shall be in good condition and not torn, tattered or faded. For additional rules on flags, see Section II(I)(7) of the Master Association Rules.

4. **Water Supply Systems.** See Section 8.21 (Water Softeners) of the Master Declaration for restrictions on water softeners. Water systems must be submitted for Neighborhood Association Design Review Committee approval. Water systems must be professionally installed. An Owner is strictly liable for any damage, including water intrusion and any mold or mildew resulting from the installation of any water system. No individual water supply or water softener system shall be permitted in any Residential Unit unless such system is designed, located, constructed and equipped in accordance with requirements, standards, and recommendations of any applicable water district, the City, applicable governmental authorities and the Homeowner Maintenance Manual.

5. **Window Coverings and Treatments**

- (a) Window coverings are governed by Section 8.9 (Windows) of the Master Declaration.
- (b) Exterior wrought iron or metal bars are prohibited.
- (c) Drapes, curtains, shutters, blinds and other window materials must be kept in good condition. The Neighborhood Association can compel an Owner to replace shabby and torn materials exposed to the exterior.

6. **Exclusive Use Deck and Courtyard Areas.** Outdoor furnishings must be in good condition. Furniture in a state of disrepair (i.e., torn cushions, rusting frames, faded or torn umbrellas) is prohibited. Vegetation that extends beyond the railings, fences, walls and/or other boundaries of an Exclusive Use Deck Area or Exclusive Use Courtyard Area is prohibited.

7. **Flooring.** Except for those floors installed by Declarant, no Residential Owner shall install flooring (including without limitation tile or hardwood floors) or replace any flooring unless the prior approval of the Neighborhood Association Board has been obtained. As a condition to approving the installation or replacement of flooring, the Owner shall submit to the Neighborhood Association Board a construction drawing clearly indicating the type of flooring to be installed and the underlayment to be provided to mitigate against impact noises such as footfalls. The drawing must clearly identify all materials, their composition and thickness.

8. **Televisions in Courtyards.** Televisions supported by a wall mount are permitted in the Exclusive Use Courtyard Areas provided the following design guidelines are met:

- (a) If an Owner purchased the prewiring for a television in the Exclusive Use Courtyard Area as an option from the developer, the Owner may install a standard 4-bolt flatscreen television wall mount into a stud in the Condominium Building exterior where the television electrical outlet is located without

approval from the Neighborhood Association Design Review Committee. All other installations of a television wall mount in the Exclusive Use Courtyard Area require the prior written approval of the Neighborhood Association Design Review Committee. If an Owner did not purchase prewiring for a television in the Exclusive Use Courtyard Area as an option from the developer, the Owner may not install an outlet in his or her Exclusive Use Courtyard Area because building is Neighborhood Association Property.

(b) Televisions and wall mounts shall be installed and secured in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturer's instructions. The purpose of this rule is to ensure that televisions and wall mounts are installed safely and securely, and to minimize the possibility of detachment and resulting personal injury or property damage.

(c) Televisions and the wall mounts shall not obstruct access to or exit from any doorway or window of a Residential Unit, walkway, ingress or egress, electrical service equipment, water shut-off valves, or any other areas necessary for the safe operation of the Neighborhood. The purpose of this requirement is to ensure the safe ingress or egress of Owners.

(d) To prevent electrical and fire damage, televisions and the wall mounts shall be permanently and effectively grounded.

(e) All television and wall mount installations shall be completed so that they do not materially damage any Neighborhood Association Property or void any warranties of the Neighborhood Association or other Owners, or in any way impair the integrity of any building in the Neighborhood.

(f) Owners are liable for any personal injury or damage occurring to Neighborhood Association Property or other Owners' Exclusive Use Courtyard Areas arising from installation, maintenance, or use of television and wall mount.

(g) Television and wall mount removal requires restoration of the installation location and any other affected locations, if any, to their original condition. Owners shall be responsible for all costs relating to restoration of these areas.

(h) The Neighborhood Association Design Review Committee may set such other conditions as it determines.

ATTACHMENTS

Design Review Request Form

Notice of Completion

Notice of Satellite Dish Installation Form

**PRIMROSE AT BEACON PARK NEIGHBORHOOD ASSOCIATION
DESIGN REVIEW REQUEST FORM**

Return form to: Primrose at Beacon Park Neighborhood Association
 c/o Vintage Group
 30212 Tomas, Suite 280
 Rancho Santa Margarita, CA 92688
 Phone: (855) 403-3852
 Website: www.vintagegroupe.com

Name: _____ Date: _____

Property Address: _____

Mailing Address (if different from above): _____

Home Phone: _____ Business/Cell Phone: _____

SUBMITTAL CHECK LIST: (Please include 3 sets of the following)

- Design Review Request Form
- Plans and specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth herein ("Plans and Specifications"), clearly indicating all proposed modifications
- Floor plans, if an Owner is requesting permission to remove or relocate a wall
- Description of materials and colors and material samples
- A proposed construction schedule (including proposed start and completion dates)
- Certificates of insurance (including contractors exclusions and proof of valid workers compensation insurance)
- Permits and licenses, if applicable
- Submittal Fee

Start ____/____/____/ Finish ____/____/____/ Floorplan: _____

Architectural IMPROVEMENT(S)

I/we understand that the proposed improvements may require a permit from the City Building Department or other government agencies and I/we will obtain all required permits before commencing any work. I/we agree I/we will do no work that will change the existing drainage

**PRIMROSE AT BEACON PARK NEIGHBORHOOD ASSOCIATION
NOTICE OF COMPLETION**

Return form to: Primrose at Beacon Park Neighborhood Association
c/o Vintage Group
30212 Tomas, Suite 280
Rancho Santa Margarita, CA 92688
Phone: (855) 403-3852
Website: www.vintagegroupe.com

Notice is hereby given that: _____, the undersigned
is the Owner(s) of the property located at:

Address: _____
Residential Unit #: _____

The work of Improvement described as _____

was COMPLETED on the _____ day of _____, 20___ in accordance with
the Neighborhood Association Board's/Design Review Committee's written approval of the above
Owner's plans and submitted package.

Signature of Owner: _____

Signature of Owner: _____

Date: _____

**THIS SECTION FOR NEIGHBORHOOD ASSOCIATION
BOARD/DESIGN REVIEW COMMITTEE USE ONLY:**

Date Received: _____

Date Inspection Performed: _____

Work completed in accordance with approved plans;

File closed date: _____

Work not in compliance with approved plans;

See comments and/or corrections as noted below:

Board//Design Review Committee

Date



**PRIMROSE AT BEACON PARK NEIGHBORHOOD ASSOCIATION
NOTICE OF SATELLITE DISH INSTALLATION FORM**

Return form to: Primrose at Beacon Park Neighborhood Association
 c/o Vintage Group
 30212 Tomas, Suite 280
 Rancho Santa Margarita, CA 92688
 Phone: (855) 403-3852
 Website: www.vintagegroupe.com

Applicant Name: _____ Date: _____

Property Address: _____

Mailing Address (if different from above): _____

Home Phone: _____ Business/Mobile Phone: _____

Satellite Dish Agreement:

I, _____ (*Insert Your Name*), owner of the above-referenced Residential Unit, have read the antenna and satellite dish Neighborhood Association Design Guidelines for the Neighborhood Association and agree to install the device per the requirements.

The device will be installed on _____ (*Insert Install Date*). I understand that if the satellite dish device CANNOT be installed per the antenna and satellite dish Neighborhood Association Design Guidelines, I must submit an application for architectural approval PRIOR to installation detailing the proposed installation.

I understand that after installation, if the device is not in FULL and COMPLETE compliance, I am 100% monetarily responsible for making all necessary changes to the installation in order to bring the device into compliance. I am also aware that any damage resulting from the installation is my responsibility to repair.

I understand if I sell my home, I am responsible for the removal of the satellite dish device and must repair any and all damage to the area where the dish was installed, including all areas of wiring, etc.

 Signature Date

Board Use Only

IN COMPLIANCE NOT IN COMPLIANCE

Corrections Required:

 Signature: