HOMEOWNER INFORMATION GUIDE

THE CONTENTS OF THIS GUIDE ARE EFFECTIVE AS OF JANUARY, 2019, AND ARE SUBJECT TO CHANGE WITHOUT NOTICE.
Dear Lake Forest II Homeowner:

This *Homeowners Information Guide* is designed to answer common questions about living in the Lake Forest II Master Homeowners Association.

The Guide is a valuable resource for information about the Association’s organization and functions, its amenities, benefits and activities, and the important role of its volunteers. The Guide contains user-friendly summaries of the Association’s CC&Rs (Covenants, Conditions and Restrictions) and By-laws, as well as the full text of a number of policies and guidelines which are important to you as homeowners in Lake Forest II.

We hope that you will take the time to read and understand this information, and that you will keep the Homeowners Information Guide handy for future reference.

Sincerely,

The Board of Directors
Lake Forest II Master Homeowners Association
January, 2019
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**Lake Forest II MHOA**

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ABOUT THE ASSOCIATION

The Lake Forest II Master Homeowners Association is a private planned community of 3,436 homes. Established in 1970, the Association is a non-profit mutual benefit corporation, formed to provide for the maintenance, preservation and architectural control of the lots and common areas, and to promote the health, safety and welfare of its residents.

All legal owners of property in Lake Forest II are Members of the Lake Forest II Master Homeowners Association, and they support its operations through a monthly assessment.

The Lake Forest II Master Homeowners Association operates the Sun & Sail Club, a large recreational facility located at 24752 Toledo Way, at the corner of Toledo Way and Lake Forest Drive. The Sun & Sail Club also houses the administrative offices of the Association.

Board of Directors

The Master Association is governed by a seven-member Board of Directors, elected annually by the Members (homeowners). The primary role of the Board of Directors is to adopt the annual budget, monitor the financial workings of the Association, and establish policy. The Board also adopts rules, oversees the operation of the Association, and responds to the community’s needs and concerns. The Board meets on the first Wednesday of each month, at 7:00 p.m., at the Sun & Sail Club. Several days prior to the meeting, the Board Agenda is posted in the Resource Center at www.lf2.org and outside the entrance to the Club; copies are also available at the Front Desk. Board meetings are open to all residents of the Association.

Any Member in good standing may run in the election for the Board of Directors. Those interested must file their Candidacy Statements in early March in order to have their names pre-printed on the ballot; the Board election takes place in June. Election information may be found at www.lf2.org and in the Association’s monthly newsletter, The Mainsheet, beginning in February.

Club Staff

The Association Staff work in offices at the Sun & Sail Club, in Administration, Accounting, Community Services (which includes staff support for the Master Architectural Committee (MAC) and Hearing Board, and CC&R enforcement), Maintenance, and Recreation. The top-level employee is the General Manager, followed by the four departmental managers. (See Appendix A, Organization Chart.)

The Staff manages the operations of the Association, including maintenance of all common areas and private streets; financial statements and reporting; CC&Rs and rules enforcement; recreation; and the operation and maintenance of the Sun & Sail Club. The Club is open seven days a week year-round, except on Thanksgiving Day, Christmas Day and New Year’s Day. During the months of Daylight Saving Time, Club hours are 8:00 a.m. to 10:00 a.m. every day. During the winter months (from the beginning of November to the start of Daylight Saving Time in March), the Club closes at 8:00 p.m. on Sundays.

An award-winning monthly newsletter, The Mainsheet, is mailed to all homeowners, and contains a wealth of useful information. The Association also has a website, www.lf2.org, which contains the calendar of events, Board and Staff contact information, news and announcements, a multitude of important and helpful documents and forms, Tract Rep Program information, meeting agendas and minutes, policies, and links to important agencies and organizations in the area, including to our sponsored organizations. There is a
separate Recreation website, [www.lf2recreation.org](http://www.lf2recreation.org), carrying details of classes, day camps, special events, tennis, excursions, etc.

The Association sponsors a number of organizations, which meet at the Sun & Sail Club and represent a variety of interests. These include the Sun & Sail Women’s Club, the Dolphins Swim Team, and Cub Scouts and Girl Scouts. To find out how to contact any of these organizations, please call the Recreation Department at 586-0860, Ext. 29, or visit the Recreation website, [www.lf2recreation.org](http://www.lf2recreation.org).

The Recreation Department offers a variety of activities, programs, and special events, including the Holiday Open House for all of our residents in December, and the fabulous 4th of July Celebration, as well as summer swim lessons and day camps, tennis programs, excursions, and comedy nights. Independent contractors conduct classes at the Club such as Taekwondo, Water Aerobics, Yoga, personal fitness training, and other classes. Information on all events and programs is available in *The Mainsheet*, on the Recreation website, [www.lf2recreation.org](http://www.lf2recreation.org), or by calling 586-0860, Ext. 29.

**Homeowner Assessments**

In December, the Association mails each homeowner an assessment payment coupon book (or initially after close of escrow, for new owners). The coupon is to be detached and returned with your payment in the provided window envelope. Payments can also be brought to the Club (deposit in the outside drop box to the right of the front door, or hand in the payment at the Front Desk). For the ultimate in convenience, you can arrange to have your payment deducted automatically each month from your checking or savings account. Just call the Accounting Office at (949) 586-0860, Ext. 19, and inquire about our “ACH” program, or download the form from the Association website.

**Where do your monthly assessments go?** The Lake Forest II Master Homeowners Association encompasses about 1,600 acres, the “center” of which is the Sun & Sail Club, a multiple use recreational facility for our residents, which also houses the administrative offices of the Association. The facility boasts a Fitness Center, Diving Pool, Lap Pool, Wading Pool, Exercise Pool, and a Spa; lighted tennis courts, basketball courts, pickleball courts, sand volleyball courts, Youth Center, lakeside Amphitheater, pool-area snack bar, “tot lot” playground, barbecues and picnic areas. Inside the Clubhouse are an Adult Lounge (bar) with billiard tables, a big-screen TV, and an outdoor deck; banquet rooms and kitchens; and shower rooms and saunas.

Your assessments pay for the operation and maintenance of the Sun & Sail Club facilities, as well as maintenance of private streets, landscaped greenbelts, and other common areas. Your dues pay for the operational costs of conducting the Association’s business, including utilities, supplies, and personnel costs. Your dues pay a portion of the costs of maintaining the lake.

In accordance with California Civil Code Section 5550 (the Davis-Stirling Common Interest Development Act), the Association must maintain a “Reserve” fund, to pay for the planned replacement of the Association’s capital assets when needed. Part of your payment goes into the Reserve fund.

**The Lake**

All Members of the Lake Forest II Master Homeowners Association may use the 36-acre lake for their enjoyment. You may launch electric, sail, or man-powered (pedal) boats, provided that the boat is registered
with the Lake Forest Keys Association, and that proof of insurance is on file. For details, contact the Lake Forest Keys office at (949) 951-4792 between 8:00 a.m. and 4:30 pm. on weekdays.

Before launching your boat, please arrange to have the Lake Ranger unlock the launch ramp gate, adjacent to the Sun & Sail Club parking lot at the end of Toledo Lane. If the Keys office is closed, contact the Front Desk at the Sun & Sail Club (586-0860, Ext. 10) for assistance.

LFII Master Association Members who are not Keys residents may fish only from the Sun & Sail Club grounds, and from registered boats on the lake. All fishing is on a “catch-and-release” basis, in accordance with Lake Forest Keys policy.
ABOUT THE SUN & SAIL CLUB

Member Identification Cards

On entering the Sun & Sail Club, Members must present their membership ID cards to be scanned at the Front Desk, before proceeding to any of the Club facilities.

To obtain a membership ID card, visit the Membership Office upstairs at the Club and have an ID photo taken. Membership identification cards are issued to legal owners (and their family members residing at the property address), or their registered tenants. Membership cards are required for all persons 7 years of age or older in order to be admitted to the Sun & Sail Club. New photos and ID cards are required at age 12, and again at age 18.

Owners of record who do not actually reside in Lake Forest II have the right to either relinquish, or retain, their Club privileges. If they choose to relinquish their Club privileges so that their tenants may use the Club, owners must contact the Membership Office and complete, sign and date a Membership Relinquishment Form.

Only one set of membership identification cards is issued per lot or unit. It is the responsibility of the owners of record to return all issued membership ID cards (whether theirs or their tenants’) to the Association upon sale or lease of the property. There is a fee charged for each membership ID card which is not returned to the Association within 30 days of the close of escrow.

Membership ID cards are the property of the Association, and may be confiscated by the Staff. Fraudulent use of membership ID cards may result in disciplinary action by the Board of Directors.

For assistance with any questions related to membership, escrow or ID cards, please contact the Membership Office at 586-0860, Ext. 17, or membership@lf2.org.

Use of the Club Facilities

Use of the Sun & Sail Club is the exclusive privilege of Association Members, registered occupants, and guests, during normal hours of operation unless posted otherwise (i.e., banquet room rentals and special recreational activities). Members are responsible for all actions of their guests, house guests, house-sitters, babysitters, and other non-members whose use of Association facilities has been approved as outlined below, and for any liabilities arising from actions of their guests while on Association property. Members are responsible for any damage to Association property or equipment caused by themselves, their family members, registered occupants, tenants, house guests, babysitters, and guests. Members must insure that their guests are aware of and comply with all Association rules and policies. The Association reserves the right to restrict or deny guest access to the Club at any time.

Shoes and shirts (or cover-ups) are required in the Clubhouse. Sitting on Clubhouse furniture anytime while in wet swimwear is prohibited.

Animals are not allowed on the grounds, with the exception of registered service animals provided it is not a threat to health and safety, the animal is clean and vaccinated, and the owner is providing food / water for the animal. Service animals are allowed on the grounds, but not in the swimming pools or spa (per CA Health Code). Disabled homeowners and guests with service animals are responsible for securing supervi-
sion and care for their service animals including, but not limited to, keeping the animal restrained on a leash, cleaning up after the animal, and being considerate of other members and guests.

For the safety of our members and guests, please follow the signs in the parking lot. Only one-way driving, as indicated by arrows and signage, is permitted.

Children under the age of 12 years must be accompanied by a responsible adult at all times when at the Club. Children under 12 may attend supervised recreational programs without being accompanied by a responsible adult.

**Fitness Center**

The Fitness Center is for the exclusive use of Sun & Sail Club Members and their guests. Members must be 16 years of age or older to use the Fitness Center unaccompanied. Children aged 14 and 15 years old may use the Fitness Center only if accompanied and supervised at all times by a responsible adult.

Members who wish to use the Fitness Center must first check in and present their membership ID cards at the Front Desk. A signed copy of the Fitness Center Rules & Regulations, and the Informed Consent, Release & Waiver form must be signed before a Member may use the Center. Members 16 and 17 must have a parent sign the Consent Waiver before they are granted an access sticker to use the Fitness Center unaccompanied.

It is recommended that you consult a physician before starting an exercise program. There is no attendant on duty in the Fitness Center; therefore, it is recommended that you do not exercise alone. Read and follow instructions for proper use of each item of fitness equipment. Proper workout attire must be worn at all times. Shirts and closed toe rubber-soled shoes are required, and are absolutely essential for use of the treadmills. No bathing suits or blue jeans. **You must have a towel** and keep it with you at all times to clean perspiration off of the equipment when you have finished using it. This is for health, safety and aesthetic reasons, as well as to maximize the useful lifespan of the equipment’s upholstery. Please limit your time on bikes, treadmills, elliptical walker and stair climbers to 20 minutes when others are waiting. Please return weights and weight plates to their proper location after use. Please store all personal belongings in the racks designated for this purpose. Abuse of the equipment and facility are grounds for restriction from the Fitness Center.

**Adult Lounge**

The Adult Lounge in the Clubhouse is reserved at all times for persons 21 years of age and older. Proof of age may be requested at any time. Failure to abide by this rule could result in suspension of Club privileges.

The Adult Lounge bar is open on Friday nights from 6:00 p.m. to midnight, and on Monday nights during football season. Non-member guests of Members using only the Adult Lounge on days that it is staffed by a bartender must be properly checked in by the Member and the guest fee paid upon entry to the Club.

**Guest Policy**  *(Note: All fees specified in the following policy are subject to change.)*

**Daily Guests**

A member household may sponsor a maximum of 8 non-member guests at the Club per day, subject to the Member completing and signing the “Daily Guest Permit” form at the Front Desk, and the guests signing
the “Guest Release” portion of that form; and payment of a $4.00 guest fee for each guest aged 7 or older (there is no Guest Fee for children younger than 7, but these children are included in the count).

This procedure also applies to non-member guests using only the Adult Lounge on dates that the Adult Lounge is staffed by a bartender.

Members 62 and older are entitled to a 50% discount on guest fees and passes, except for July 4th passes.

**Guest Passes (Punch Cards)**

12-punch and 24-punch Guest Passes are available for purchase. These passes are punched once for each guest being admitted in lieu of payment of the guest fee, but the 8-guest-per-household limit per day still applies, and the appropriate guest forms must still be completed at the Front Desk.

Members may purchase an introductory (first time) 12-punch Guest Pass (punch card) by completing and signing a Guest Pass Registration form and paying the $4.00 administration fee. When that card is used up, Members may purchase another Guest Pass for a non-refundable fee of $36.00 for a 12-punch card, or $68.00 for a 24-punch card. *(Fees are subject to change.)*

Guest Passes (punch cards) may **not** be used for admission on Memorial Day, the 4th of July, Labor Day or for an “Outdoor Party”.

**House Guests**

Members may purchase a “House Guest Pass” at a cost of $20.00 per house guest, for one full week (7 days), upon completing and signing a “House Guest Pass” form. The House Guest Pass will include an expiration date.

**Seasonal Guest Pass**

Members may purchase a “Seasonal Guest Pass” for visiting children (i.e.: grandchildren, niece, nephew) aged 7-17 years at a cost of $40.00 per child for summer season (10 weeks).

**Student Guest Pass**

Members who are hosting a student may purchase a “Student Guest Pass” at a cost of $60.00 per semester. The card will include an expiration date. Proof of student status is required.

**House Sitters**

Members who engage a “house sitter” to temporarily reside in and tend their Lake Forest II property during the Member’s absence, may apply to the Association for a “House Sitter Card” to permit the house sitter to use Club facilities. Issuance of the House Sitter Card is subject to the Member’s completion and signature of a “House Sitter Card(s) form” and relinquishment of his/her membership card to the Association for the duration of the absence. The House Sitter card shall contain an expiration date.

**Additional Residents**

Anyone who resides in the home of a Member can apply for a membership ID card (bearing photo and bar code) in order to use Club facilities, subject to the Member applying with the Association by completing and signing an “Additional Resident Membership Application” and agreeing to pay the designated fee for
any membership card that is not returned to the Association, and also subject to the additional resident
providing two forms of identification verifying residence at the Member’s address.

**Babysitters**

In order to afford Members’ minor children the use of Club facilities during their parents’ absence, Mem-
bers may apply to the Association for a “Babysitter Card” by completing and signing the “Babysitter Form”
which includes the name of the babysitter and emergency notification instructions.

A Babysitter Card is not to be construed as a Club membership ID card, and it cannot be used by the
babysitter except when accompanying the Member’s children at the Sun & Sail Club. At any other time, the
babysitter must be signed in as a guest by the Member. A non-returned Babysitter Card will be subject to a
charge to the Member.

**Participants in Classes/Programs**

Non-member guests entering the Sun & Sail Club in order to participate in classes or programs conducted
by independent contractors must sign in at the Front Desk.

Non-members participating in classes or programs may be admitted to the Club no earlier than 15 minutes
before the start of the class in which they are enrolled, and must leave the Club immediately when the class
is over; they are not allowed access to any part of the Club or grounds, other than the room where the class
is being held while the class is being held.

**4th of July Guests**

Members may purchase up to 12 guest passes/wristbands per household for their non-member guests to at-
tend the Sun & Sail Club’s 4th of July Celebration, at a cost to be determined by the Board of Directors. (The
cost for a guest on the 4th of July will exceed the usual $4.00 per guest amount.)

**“Outdoor Party” Guests**

In accordance with the procedures for “Outdoor Parties” at the Sun & Sail Club, a Member wishing to have
more than the permitted 8 guests per day must submit in advance an “Outdoor Party Application Form”,
listing all party guests, both Club Members and non-members, and pay in advance the $4.00 guest fee for
each listed non-member guest aged 7 years or older.

At the time that the Outdoor Party is to take place, a member listed on that property of at least 16 years of
age must sign in at the Front Desk and be present for the duration of the party. All party guests must sign
in at the Front Desk and, in addition, the sponsoring Member and party guests who are Club members must
show their Club membership cards. A refund will be issued at a later date to the sponsoring Member for
any non-member guest who was listed and paid for but did not attend. See “Outdoor Party” section on page
10 for more information.

**Use of the Pools**

The Sun & Sail Club has a Diving Pool, a Lap Pool, a Wader for small children, an Exercise Pool, and a Spa.
With the addition of our co-generation system, all of our pools are heated year-round, with the exception of
the Wader Pool, which is only heated seasonally.
Members and their guests may use the pools at any time during the normal Club hours, except when there is an organized Club activity, or when otherwise limited by lifeguard direction. Lifeguard directions must be obeyed at all times; emergency and exit signals must be obeyed immediately. Smoking is prohibited in all of the pool areas.

Those under the age of 14 may use the pools only when a lifeguard is on duty, or when accompanied by a responsible person 16 years of age or older. Children under the age of 7 must be accompanied poolside by a responsible person (16 years of age or older) at all times while using any of the pools, whether or not the pool is staffed by a lifeguard. No one under the age of 18 years is allowed to use the Exercise Pool or be in the Exercise Pool area. Persons under the age of 14 years may use the Spa or be in the Spa enclosure only when accompanied by a responsible adult.

Flotation devices are not permitted in the pools (with the exception of the wader pool) unless they are Coast Guard Approved Personal Flotation Devices. A parent or responsible person 16 years of age or older must remain poolside at all times. Flotation devices are not allowed in the Spa.

**Diving Pool**

*NOTE:* As a requirement for insurance coverage, the diving board may be used only when there is a lifeguard present and on duty.

Diving is permitted only in the diving pool, and only from the diving board. Back flips are not allowed. Back dives and flips from the side of the pool are strictly prohibited.

Only one diver is allowed on the diving board at a time. Divers are allowed only 1 bounce on the board, and must immediately swim away from the diving area after performing a dive, and exit the pool at the ladder. Diving will not be permitted if the pool is crowded.

No swimming is allowed in the designated, roped-off diving area. All divers must exit the pool at the ladder after diving.

The designated diving area must be entered only from the diving board—no diving or jumping from the side is allowed within the marked area.

**Lap Pool**

The lap pool is restricted to lap swimmers only, unless the lifeguard opens the lap pool for recreational swimming, or if the lap pool is reserved for swim team practice, a swim meet, swimming instruction, or a Club-approved activity.

The lap pool may be used by swimmers under 16 when all of the following requirements are met: a lifeguard/pool monitor is on duty at the lap pool; a responsible adult is present at the lap pool and supervising the swimmer; the child is engaged only in swimming practice/lap swimming; and the child is in a lane designated for parental instruction during specified hours.

There is no diving allowed into the lap pool, except during scheduled swim practices and swim meets. Hanging on lap lines is prohibited.
Wading Pool

The wading pool is intended for use by children 6 years old and younger. A responsible adult (minimum 16 years old) must be present and within 10 feet of the wading pool at all times. Children who are not toilet-trained must wear waterproof plastic diaper covers with fitted legs over approved swim diapers in the pools or spa.

Roughhousing, sharp or heavy toys, throwing of toys or other objects, are not permitted in the wading pool, nor are Styrofoam tubes (“fun noodles”).

Exercise Pool

The exercise pool is the fenced pool nearest the Clubhouse. No persons under the age of 18 are permitted in the exercise pool or the fenced adult pool area.

Spa

Persons under the age of 14 years may not use the Spa or be in the Spa enclosure without a responsible adult supervising them. We strongly suggest parents not bring young children into the Spa for safety reasons as prolonged exposure can result in illness or death.

The maximum capacity of the spa is 25 persons. The spa temperature is kept between 101 and 104º.

Elderly persons, pregnant women, those with health conditions requiring medical care, and parents who wish to bring babies or young children into the spa should first consult a physician. Hot water immersion while under the influence of alcohol, drugs or medications may lead to serious consequences. Do not use the spa alone, or for long periods of time.

Eating while using the spa is not permitted. Smoking is not permitted in the spa area. Pool toys, flotation devices, and fins including mermaid tails are not permitted in the spa for safety reasons.

Use of Other Outdoor Facilities

“Tot Lot” Playground

The “Tot Lot” playground is for the use of children 12 years of age and younger. There is no smoking allowed in the playground.

Tennis Courts, Pickleball Courts, Basketball Courts, Volleyball Courts

Members must check in at the Front Desk and present their membership ID cards before using the courts. (To use the tennis courts and pickleball courts, Members may check in either at the Front Desk or at the Tennis Pro Shop.) Guest fees, if applicable, are to be paid at check-in. Members must keep their membership cards with them when using the courts.

Individual practice on courts is allowed when no one else is waiting to play. Members and their guests may use only one court if others are waiting to play.

Walk-on and reserved tennis courts are available to Association Members. If you wish to reserve a tennis court, please contact the Pro Shop at (949) 859-6914.

The Association Staff reserves the right to schedule tournaments. Organized play supersedes open play on the tennis, pickleball, basketball or volleyball courts.
Please wear tennis shoes, and observe tennis etiquette at all times while on the tennis courts. No food or beverages, except water, are allowed on the tennis courts. Roller skates, inline skates, skateboards, etc., are not permitted on the courts, nor are any activities other than the intended play. Members (homeowners) will be held responsible for any damage caused by themselves, their family members, or their guests. All behavioral rules that are in place for tennis apply to Pickleball as well.

**Outdoor Parties, Picnics, Barbecues - By Reservation Only**

Since each Member household is permitted to bring in a maximum of 8 non-member guests per day, a group which will exceed that number of non-member guests is defined as a “party” and the homeowner needs to follow the procedures below to reserve the date and time for an outdoor party. Outdoor parties may be scheduled for Saturdays and Sundays year-round, and for weekdays during the summer—with the exception of holidays and holiday weekends.

By Board of Directors policy, the number of outdoor parties per day is limited, and the maximum number of persons in each party is also limited to 25 persons total during the summer, including the hosting Member and his or her family, and 50 persons during the winter months.

No later than 3 days before the party (before you issue your invitations), contact the Master Calendar Coordinator at 586-0860, Ext. 20, to find out if the date you want is available. If the date is available you can pick up an “Outdoor Party Form” at the Front Desk of the Clubhouse (or download it at www.lf2.org, from “Outdoor Parties at the Club” in the Resource Center), and follow the directions on the form. You will be required to submit with your form the $4.00 guest fee for each non-Club-member on your guest list who is over the age of 6 years. On the day of the party, you may have 1 hour set-up time just prior to your party; the party itself may last up to 5 hours.

Please make sure that your guests who are Members of Lake Forest II bring their membership ID cards, and that everyone signs in at the Front Desk (adults should sign in for their small children). You will be issued a refund later for prepaid guests who did not attend the party.

**Rental of Banquet Rooms, Amphitheater, Conference Room, or Youth Center**

The Sun & Sail Club has banquet rooms, a lakeside Amphitheater, a conference room, and an Adult Lounge that may be rented by Lake Forest II Members (homeowners on title) for special events such as parties and receptions. The rooms are available for rental (exclusive use) on Saturdays and Sundays year-round, except for holiday weekends, and on other days/evenings when available.

**Reservations** can be made up to one year in advance by payment of a security deposit, which is fully refundable after the event unless damage has been incurred or excessive cleanup is required as a result of the event.

**Refunds for cancellations** will be made if the event is cancelled 14 days or more before the scheduled event. The refund amount varies depending on when the Master Calendar Coordinator is notified of the cancellation.

**Rental (Exclusive Use) Fees vary**, depending on which room(s) you would like to rent, how long your event will last, whether you want a bar/bartender, etc. For details, please contact the Master Calendar Coordinator at 949-586-0860, Ext. 20. You can also obtain pricing information at www.lf2recreation.org; click on Facility Rentals.
**Insurance Certificate required.** The Member must provide, at least one month prior to the event, an original insurance certificate, naming “Lake Forest II Master Homeowners Association” as “Additional Insured” for the date of the event, and verifying the policy number and a minimum of $300,000 in general liability coverage. This certificate can usually be obtained through the homeowner-insurance carrier or through outside special event insurance vendors.

**Included in the Rental Fees:** Four hours of exclusive use of the banquet room(s), plus one hour for clean-up after the 4-hour event has ended (a maximum three hours’ setup/decorating time is available at no charge immediately prior to the event); use of the catering kitchen and patio (patio available if renting Banquet Rooms 2 and 3), tables and chairs for up to 220 people (to be set up by Lake Forest II Staff per a seating plan/floorplan laid out in advance by the Member and the Club Staff), and the services of a bar and bartender if so arranged.

**Not Included in the Rental Fees:** We do not provide table linens, silverware, dishes, coffee urns, extension cords or other supplies. The rental fee does not include use of any other Club facilities—indoors or outdoors—other than the room(s) reserved for this exclusive use. The Member’s party guests are welcome to use and enjoy only the areas rented for the special event.
DEPARTMENTS & STREETS

Lake Forest II is composed of Departments (neighborhood divisions within the Association). The following are the Departments and their familiar names:

- Department 70: Forest Creek
- Department 72: Parkwood Estates
- Department 73: Indian Hills
- Department 75: Serrano Ridge
- Department 77: Lake Park West
- Department 78: The Woods
- Department 82: Prairie Ridge
- Department 83: Parkwood Estates II
- Department 100: Ranchwood and Park Place

The streets within each tract may be public or private (see lists on following page). Public streets are maintained by the City of Lake Forest (except those in the Lakeside Park Sub-Association, which are maintained by a private contractor arranged by the property manager). Master Association-owned private streets are maintained by the Master Association; Sub-Association-owned private streets are maintained by the respective sub-association (The Keys, Serrano Woods, and The Oaks).

If you live on a Master Association private street, you pay a monthly assessment to the Master Association for the maintenance (including street sweeping) of the streets and common areas within your tract. If you live in a Sub-Association, as listed below, your streets and common areas are maintained by your Sub-Association, and you pay the Sub-Association additional assessments for these services. Your basic Master Association assessments are not used to support the maintenance of any streets or common areas in any Sub-Association tract.

Streets and slopes bordering Lake Forest II (Trabuco, Serrano, Jeronimo, Toledo, Ridge Route, Lake Forest, Bake and El Toro) are maintained by the City of Lake Forest, except for small areas maintained by individual homeowners.

Remember, the streets within the individual tracts of homes are maintained by one of the following entities:

- **Lake Forest II Master Homeowners Association** (private streets)
- **Sub-Associations** (private streets)
  - Lake Forest Keys
  - The Oaks
  - Serrano Woods
- **City of Lake Forest** (public streets)
### Private Streets - Master Association

<table>
<thead>
<tr>
<th>Private Streets</th>
<th>Sub-Associations</th>
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<tbody>
<tr>
<td>Apache</td>
<td>Heartwood circle</td>
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<tr>
<td>Blueberry Lane</td>
<td>Hopi Lane</td>
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<tr>
<td>Brittlewood</td>
<td>Horseshoe</td>
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<td>Buffwood</td>
<td>Hummingbird</td>
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<tr>
<td>Calle Busca</td>
<td>Ironbark Lane</td>
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<td>Calle de Oro</td>
<td>Kirkwood</td>
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<tr>
<td>Calle Entrada</td>
<td>Knollwood</td>
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<td>Calle Otono</td>
<td>Lantern Lane</td>
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<td>Calle Pequeno</td>
<td>Longwood Lane</td>
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<td>Calle Torcido</td>
<td>Meadow Wood</td>
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<td>Camino Papal</td>
<td>Mohawk</td>
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<td>Camino Rayo</td>
<td>Navajo Drive</td>
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<td>Camino Trebol</td>
<td>Nugget</td>
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<td>Camino Villa</td>
<td>Partido</td>
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<tr>
<td>Canyon Rim Place</td>
<td>Osage Way</td>
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<tr>
<td>Carolwood Lane</td>
<td>Prairie Road</td>
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<tr>
<td>Castlewood Lane</td>
<td>Ravenswood</td>
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<td>Cherokee Way</td>
<td>Rim View</td>
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<tr>
<td>Chestnut Lane</td>
<td>Rio Verde</td>
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<tr>
<td>Cheyenne Way</td>
<td>Sawmill Lane</td>
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<tr>
<td>Chinook</td>
<td>Shade Tree Lane</td>
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<td>Cineria Way</td>
<td>Shady Hollow Circle</td>
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<td>Comanche Road</td>
<td>Shady Rim Circle</td>
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<tr>
<td>Dove Tree Lane</td>
<td>Shadyvale Lane</td>
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<tr>
<td>Elkwood</td>
<td>Shawnee Drive</td>
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<tr>
<td>Eucalyptus Lane</td>
<td>Shoshone Drive</td>
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<tr>
<td>Fall Creek Circle</td>
<td>Silver Dollar</td>
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<td>Fallen Leaf Road</td>
<td>Silver Spur</td>
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<td>Forest Hill</td>
<td>Singingwoods Lane</td>
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<td>Forest Rim</td>
<td>Sitio Verano</td>
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<td>Goldrush</td>
<td>Sioux Drive</td>
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<td>Greenwood</td>
<td>Sleepy Hollow Terrace</td>
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<td>Tanbark Lane</td>
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<td>Teton Way</td>
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<td>Timbercreek</td>
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<td>Timberland</td>
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<td>Timberwood Way</td>
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<td>Trailway Lane</td>
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<td>Trailview Terrace</td>
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<td>Treeridge Lane</td>
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<td>Ute Way</td>
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<td></td>
<td>Valley Rim Terrace</td>
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<td></td>
<td>Via Brilliante</td>
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<td>Via del Angel</td>
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<td>Via del Rio</td>
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<td>Via Floresta</td>
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<td>Via Invierno</td>
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<td>Via Lobo</td>
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<td>Via Princesa</td>
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<td>Via Raza</td>
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<td>Via Sombreada</td>
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<td>Via Tequila</td>
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<td>Via Tonada</td>
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<td>Via Viajante</td>
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<td></td>
<td>Vista Serrano</td>
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<td>Wandering Lane</td>
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<td>Willow Bend</td>
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<td>Windward Way</td>
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<td>Windwood Lane</td>
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<td>Woodhue Court</td>
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<td></td>
<td>Woodridge</td>
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<td></td>
<td>Zuni Drive</td>
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### Private Streets – Sub-Associations

#### Lake Forest Keys

<table>
<thead>
<tr>
<th>Lake Forest Keys</th>
<th>Sub-Associations</th>
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<tbody>
<tr>
<td>Arrowhead</td>
<td>Minnetonka</td>
</tr>
<tr>
<td>Cayuga</td>
<td>Okeechobee</td>
</tr>
<tr>
<td>Erie</td>
<td>Ontario</td>
</tr>
<tr>
<td>Huron</td>
<td>Ponchartrain</td>
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<tr>
<td>Michigan</td>
<td>Superior</td>
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<td></td>
<td>Tahoe</td>
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<td></td>
<td>Ticonderoga</td>
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<tr>
<td></td>
<td>Winnebago</td>
</tr>
<tr>
<td></td>
<td>Yellowstone</td>
</tr>
</tbody>
</table>
**Villas del Lago** (Sub-Association of the Lake Forest Keys)
- Jeronimo Lane (Lots 493-500)
- Cayuga Lane (Lots 455-466)
- Arrowhead Lane (Lots 467-492)

**The Oaks**
- Bent Tree Lane
- Quiet Oak Drive
- Meadowview Lane
- Woodside
- Oak Creek Drive
- Greentree Lane
- Sunset Lane
- Eveningside Lane
- Summerwind Lane
- Northwood Lane

**Serrano Woods**
- Copper Cliff Court
- Lost River Court

**Lakeside Park**
(Public streets only, no private streets. See right column, below.)

**Public Streets - City of Lake Forest**

<table>
<thead>
<tr>
<th>Alice Avenue</th>
<th>Hoi Circle</th>
<th>Sandra Street</th>
</tr>
</thead>
<tbody>
<tr>
<td>Angela Street</td>
<td>Jeronimo Lane</td>
<td>Sarah Lane</td>
</tr>
<tr>
<td>Annette Avenue</td>
<td>Jonathon</td>
<td>Scott Lane</td>
</tr>
<tr>
<td>Anthony Drive</td>
<td>Kathy Avenue</td>
<td>Shasta Lake Road</td>
</tr>
<tr>
<td>Bake Lane</td>
<td>Killy Street</td>
<td>Shaver Lake Road</td>
</tr>
<tr>
<td>Bass Lake</td>
<td>Loganberry Lane</td>
<td>Sparrow Street</td>
</tr>
<tr>
<td>Bayes Street</td>
<td>Mae Circle</td>
<td>Sweetgrass Circle</td>
</tr>
<tr>
<td>Blossom Park Street</td>
<td>Mammoth Circle</td>
<td>Tama Drive</td>
</tr>
<tr>
<td>Cardinal Place</td>
<td>Chaster Road</td>
<td>Thrush</td>
</tr>
<tr>
<td>Chaparral</td>
<td>Mimi</td>
<td>Timberline Way</td>
</tr>
<tr>
<td>Cindy Lane</td>
<td>Morningstar Road</td>
<td>Tina</td>
</tr>
<tr>
<td>Cinnamon Road</td>
<td>Mockingbird Place</td>
<td>Toledo Lane</td>
</tr>
<tr>
<td>Claude Circle</td>
<td>Old Trabuco</td>
<td>Tonia Avenue</td>
</tr>
<tr>
<td>Crane Street</td>
<td>Owens Lake Circle</td>
<td>Tumbleweed Circle</td>
</tr>
<tr>
<td>Crystal Circle</td>
<td>Partridge Circle</td>
<td>Wagar</td>
</tr>
<tr>
<td>Dayton Drive</td>
<td>Peacock Street</td>
<td>Winding Way</td>
</tr>
<tr>
<td>Debra Street</td>
<td>Pewter Lane</td>
<td>Wren Way</td>
</tr>
<tr>
<td>Donna Lane</td>
<td>Pheasant Street</td>
<td></td>
</tr>
<tr>
<td>Dunkenfield Circle</td>
<td>Pine Flat Circle</td>
<td>Lakeside Park</td>
</tr>
<tr>
<td>Eagle Lake</td>
<td>Red River Drive</td>
<td>Lakefield</td>
</tr>
<tr>
<td>Falcon Street</td>
<td>Rimrock Circle</td>
<td>Lake Vista</td>
</tr>
<tr>
<td>Ginger Road</td>
<td>Robin Street</td>
<td>Lakeland</td>
</tr>
<tr>
<td>Hazelnut</td>
<td>Rochelle Lane</td>
<td>(Streets owned by City;</td>
</tr>
<tr>
<td>Heidi Avenue</td>
<td>Sagebrush Circle</td>
<td>swept by Sub-Association.)</td>
</tr>
</tbody>
</table>
Street Sweeping

Please park your vehicles off the street on street sweeping days, and ask your visitors to do the same! Please make sure your trash/recycling/green waste receptacles are out of the street on sweeping days. When the streets are clear of vehicles, etc., the street sweepers can do a thorough job—which you’re paying for with your dues—and remove tons of debris that would otherwise enter storm drains and end up in our lake, in Newport Back Bay, and in the ocean.

Private streets in The Woods (Department 78) are swept every Thursday. All other Master Association private streets are swept on Fridays. Sweeping takes place between the hours of 8:00 a.m. and 5:00 p.m.

Lake Forest Keys streets are swept every Thursday.

Lakeside Park and Serrano Woods streets are swept on the first and third Fridays every month.

Public (City) streets are swept once a week on the day after trash pickup (Lakeside Park excluded).

Street Sweeping Schedules are printed each month in The Mainsheet and are also posted on our website, www.lf2.org, in the Resource Center, Street Sweeping Schedule file.
VOLUNTEERS - VITAL TO LAKE FOREST II

Volunteers are critical to the operation of the Association. Not only do volunteer homeowners serve on the **Board of Directors**, they also play an important part in the Association's daily operation. Many serve on committees, and many serve as Tract Representatives.

**Committees**

**Budget & Finance Committee**

Reviews the financial condition of the Association and makes recommendations to the Board of Directors regarding the Budget.

**Master Architectural Committee (MAC)**

Reviews plans submitted by homeowners for exterior painting, remodeling, and landscaping projects, to ensure that they conform with the Architectural Guidelines.

**Hearing Board**

Reviews CC&Rs violations, conducts “order to show cause” hearings, and makes recommendations to the Board of Directors.

Other committees are formed on an as-needed basis. The Master Association greatly appreciates the efforts of the homeowner volunteers. We are always looking for people who can provide a few hours a month to help. Please call the General Manager at 586-0860, Ext. 11, if you would like to participate.

**Tract Representative Program**

The Tract Representative Program was created to provide a two-way communication link between the Master Association and neighborhoods within the Master Association, and the residents in neighborhoods not represented by a Sub-Association. (Although Sub-Association neighborhoods don’t have Tract Reps, they are encouraged to send representatives to the quarterly Tract Rep Roundtable meetings at the Sun & Sail Club.

Your Tract Reps are homeowners who volunteer their time to organize meetings, conduct surveys and answer questions within their neighborhoods, and then communicate the desires of the residents to the Master Association Board of Directors, and to the City of Lake Forest when appropriate.

Typical subjects addressed are tract maintenance and improvements, public safety, and architectural guidelines. Many improvements have been implemented as a result of this program, and the Association and residents have greatly benefited from improved communication.

The Tract Representative Program is an extremely effective method of communication and is a high priority of the Master Board of Directors. Participation does not require a lot of your time, and you will have an opportunity to make your voice heard. If you would like more information, please contact the Tract Rep Program Coordinator at 586-0860, Ext. 12.
GOVERNING DOCUMENTS

*Articles of Incorporation*

*By-Laws*

*Master Declaration of Covenants, Conditions & Restrictions (CC&Rs)*

**Articles of Incorporation**

The Articles of Incorporation were certified by the California Secretary of State on April 16, 1971. The Articles spell out the purpose and powers of the Association under the General Nonprofit Corporation Law of the State of California.

**Association By-Laws**

The By-Laws, adopted on April 30, 1971, are the rules by which the Association is governed, and they complement the CC&Rs. A complete copy of the By-laws is provided to each homeowner upon purchase of property in Lake Forest II. The following is a summary of the important sections of the By-laws.

**Article II, Section 2.1 - Members**

Each Owner of a lot in a Single Family area within Lake Forest II shall be deemed a Member of the Master Association. All Lots within Lake Forest II are classified as Single Family areas. Membership in the Master Association cannot be transferred unless by the sale of a Lot.

Upon becoming a Member of the Master Association, the rights, duties, privileges, immunities and liabilities shall be exercised and imposed upon each member in accordance with the Lake Forest II CC&Rs, the Articles of Incorporation, the By-laws, and the Master Architectural Guidelines.

**Article II, Section 2.3 - Meetings: Quorum**

An Annual Meeting of the Members is held in June of each year at the Sun & Sail Club, or at such other time as may be designated by written notice at least 10 days prior to the date fixed for the meeting. Special meetings of the Members may be called at any time, for any purpose, by the President, the Board, or by two or more members of the Board, or upon written request of the members representing 5% of the membership.

The presence at any meeting, in person or by proxy, of at least 51% of the total votes of the Master Association constitutes a quorum. If any meetings cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than 48 hours, nor more than 30 days, from the time the original meeting was called. At the subsequent meeting, the presence of Members, either in person or by proxy, having at least one-quarter (25%) of the total votes of the Master Association shall constitute a quorum.

**Article III, Section 3.1 - Board of Directors**

The Board of Directors shall exercise the corporate powers and business affairs of the Master Association in accordance with the CC&Rs, Articles of Incorporation, By-laws, and applicable laws of the State of California.
The authorized number of Directors is seven. No person who is not a Member of the Master Association may serve on the Board.

At each Annual Meeting, the Members elect the Board for the forthcoming year. Each Member may cumulate their votes and give them all to one candidate, or divide their seven (7) votes among the candidates. The seven candidates receiving the highest number of votes are elected.

If two or more people are owners of a Lot, only one owner is required to sign the ballot or proxy.

You may change your vote by completing a new proxy or written ballot up to the close of registration at the Annual Meeting.

Directors serve a one-year term and may be removed from office by a majority vote of the Members (refer to By-laws Section 3.2(d) for specific information). Vacancies on the Board, due to resignation or death, may be filled by a majority vote of the remaining Directors or Director. Members of the Board of Directors are not compensated for their service on the Board.

**Article III, Section 3.3 - Meetings**

The Board of Directors conducts regular meetings at the Sun & Sail Club on the first Wednesday of each month, beginning at 7:00 p.m. All homeowners are encouraged to attend. Special meetings of the Board may be called by the President, the Vice President, or by any two Directors. Members of the Board may also participate in a meeting through the use of a conference call, as long as all participating members can hear each other.

**Article III, Section 3.4 - Books and Records**

The Board shall maintain, in a manner consistent with generally accepted accounting principles, a full set of books and records showing the financial condition of the Master Association. The Board reviews a monthly Financial Statement at each regular meeting of the Board. An annual audit of the books and records is also required, and the results are published in *The Mainsheet*, or can be reviewed at the Sun & Sail Club by any Member during normal business hours.

**Article IV - Officers**

The officers of the Master Association are the President, Vice President, Secretary and Treasurer. The officers of the Master Association are chosen annually by the Board, and may be removed by the Board at any time with or without cause.

The President shall be elected by the Board and is the Chief Executive Officer of the Master Association. The President shall have general supervision, direction and control of the business and affairs of the Master Association, and shall preside at all meetings of the Members and the Board. The Vice President shall be elected by the Board and shall have all the powers of the President in the absence or disability of the President.

The Secretary shall keep minutes and records of the Master Association. The Treasurer shall keep and maintain adequate and correct accounts of the properties and business transactions of the Master Association.
CC&Rs (Covenants, Conditions & Restrictions) of the Association

Purpose of the CC&Rs

The Lake Forest II Master Homeowners Association was created on October 19, 1970, when the Master Declaration of the developer, Occidental Petroleum Land and Development Corporation, was recorded by the County of Orange. The intent of the Master Declaration of Covenants, Conditions and Restrictions is contained in its Preamble:

“[Lake Forest II] is an area of much natural beauty, including distinctive terrain features and wooded areas; and it is the desire and intent of the Master Developer to create a planned development community, primarily for residential use, in which such natural beauty shall be substantially preserved and, for the enjoyment and convenience of the persons living in such community, enhanced by the installation and operation of recreational...facilities; and the covenants, conditions and restrictions established by this Master Declaration are intended to secure such objectives.”

You should read and retain your copy of the original CC&Rs.

The original CC&Rs are still in effect, although they have been amended several times. The summary of the CC&Rs in this Homeowners Guide is intended to provide Lake Forest II homeowners with a general understanding of the important and most frequently used sections of the CC&Rs. This summary is not intended to be a substitute for the original CC&Rs received by all homeowners when they purchased property in Lake Forest II, and all homeowners are encouraged to read and be familiar with the complete CC&Rs.

Summary of Important Sections of the CC&Rs

Single Family Areas Permitted Uses  (Section 3.02A)

No occupation, profession, trade or other non-residential use shall be conducted in Single Family areas. This includes those uses that would permit a nuisance or noise to exist which would interfere with the right of other Owners to enjoy the use of their property. Child Care and other in-home facilities are allowed by State law.

Home-based businesses must conform with the City Ordinance as follows: they must be conducted within the home or garage; only residents of the home may be engaged in the business (i.e., individuals may not come to the home to work; the sale of goods not produced at the home is not allowed; there shall be no signs or exterior evidence of the business); and the home business cannot create greater vehicular or pedestrian traffic than normal.

Animals  (Section 3.02B)

A reasonable number of animals generally recognized as house pets is permitted but may not be raised for commercial purposes. No animal or bird shall be allowed to make an unreasonable amount of noise or become a nuisance. Lake Forest II requires all dog owners to pick up after their pets as required by the City and County ordinances. Fines may be issued by the Association for violation of this section.

See Appendix B of this Guide to read the Association’s Animal Control Policy, or visit www.lf2.org (Resource Center, “City of Lake Forest” file) to view the City’s Barking Dog Ordinance.

Antennas and Satellite Dishes  (Section 3.02C)
The rule regarding antennas and satellite dishes has been superseded by applicable Federal regulations. See Appendix C, MAC’s Rules & Architectural Guidelines, for information on placement requirements for antennas and satellite dishes.

**Improvements and Alterations** (Section 3.02D)

Improvements or other work that in any way alter the exterior appearance of any property require the prior approval of the Master Architectural Committee (MAC). This includes house painting, landscaping and any other outdoor architectural improvements.

Applications for MAC review of planned exterior home improvements may be downloaded at www.lf2.org (Resource Center, “Architectural Improvements” file), or picked up at the Front Desk of the club. A photo of the property must be included with the completed application. The MAC meets twice a month; applications must be submitted by noon on the Friday preceding the scheduled MAC meeting date in order to be included on the agenda for that meeting.

**Trailers, Boats and Motor Vehicles** (Section 3.02F)

No mobile home, trailer, camper, permanent tent or similar structure shall be kept, placed, maintained or repaired on any property or street (public or private) within Single Family areas so as to be visible from neighboring property.

The provisions of this subsection also apply to recreational vehicles. The Master Association shall have the power at all times, and from time to time, to make and enforce rules which implement the provisions of this subsection, and any interpretations of the provisions of this subsection shall be within the discretion of the Master Association. The reference to any public or private street shall also mean and refer to such streets that are adjacent to Single Family areas.

Permits are available for parking recreational vehicles for short periods of time. Please visit or contact the Front Desk by phone at 586-0860, Ext. 10, or submit a request through the Association website.

Parking / Storing a Recreational Vehicle without a permit will result in fines. The homeowner will be assessed $100.00 for the initial violation, then $25.00 each day that it is without a permit.

**Maintenance of Lawns and Plantings** (Section 3.02G)

Each homeowner shall keep all shrubs, trees, grass, and plantings on his/her property (including setback areas and planted areas between adjacent sidewalks and the street curb) neatly trimmed, properly cultivated and free of trash and other unsightly materials. Landscaping is required in the front yards of homes and on property slopes; therefore, dead or missing lawn should be replaced. The maintenance of landscaping is required, including the removal of dead or overgrown plants, bushes, trees and weeds. No tree, shrub or planting of any kind shall be allowed to overhang or otherwise encroach upon any sidewalk or other pedestrian way from ground level to a height of seven feet.

**Nuisances** (Section 3.02H)

Rubbish and debris of any kind is not permitted to accumulate on or adjacent to any property, and no odors shall be permitted to arise which would be offensive or detrimental to any other property. No nuisance shall be permitted to exist so as to be offensive or detrimental to other property or to its...
occupants. No exterior speakers, horns, whistles, bells or other sound devices (except security devices) shall be located or used on any property so as to be offensive to neighboring property. Homeowners must comply with the City Ordinance that prohibits noisy equipment between 10:00 p.m. and 7:00 a.m.

**Repair of Buildings** (Section 3.02I)

Buildings or structures shall not be permitted to fall into disrepair, and shall be kept in good condition and adequately painted or finished at all times.

**Trash Containers and Collection** (Section 3.02J)

Garbage and trash must be kept in covered containers and shall not be visible from neighboring property except during a reasonable time for collection (no longer than 24 hours after trash pickup, per Board policy).  *Note: There is no trash/recycling/green waste collection on New Year’s Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day or Christmas Day; collection will be delayed one day for the remainder of the week.*

**Clothes Drying Facilities** (Section 3.02K)

Outside clotheslines or other outside facilities shall not be erected or maintained within Single Family areas if they are visible from neighboring property.

**Removal of Trees** (Section 3.02P)

In order to preserve the natural beauty of Lake Forest II Master Homeowners Association, no living tree having a height of 6 feet or more may be destroyed or removed without prior written approval of the Master Architectural Committee (MAC). The Board of Directors shall cause such tree to be replaced with another tree if this section is violated. (Note: The trimming or removal of eucalyptus trees is severely restricted by an ordinance of the City of Lake Forest during the period April 1 through October 31 of each year, in order to reduce the risk of potential infection of these trees by the eucalyptus longhorn borer beetles. Homeowners are encouraged to contact the Association BEFORE trimming or removing ANY tree more than six feet in height within Lake Forest II, so as to avoid potential legal complications and/or the incorrect pruning of trees by untrained or uninformed people.)

**Diseases and Insects** (Section 3.02Q)

No Owner shall permit any-thing or condition to exist which shall induce, breed or harbor infectious plant diseases or noxious insects.

**Signs** (Section 3.02S)

Commercial, political and similar signs shall not be erected so as to be visible from neighboring property except: signs as required or allowed by law; a residential identification sign of a combined total face area of 72 square inches or less; during the time of construction of any building or other improvement—one job identification sign not larger than 18 x 24 inches in height and width, with a face area not larger than 3 square feet; or a “For Sale” or a “For Rent” sign of a reasonable type/size/
appearance similar to other signs customarily used in Orange County to advertise an individual parcel of residential real property.

**Improvements: Construction, Alteration to Home Exteriors** (Section 3.03B)

The Master Architectural Committee (MAC) will approve, at its sole and absolute discretion, proposed construction or alterations to the exterior of homes based upon conformity to the Lake Forest II CC&Rs and the published Master Architectural Guidelines. Homeowners are encouraged to meet with the MAC to review and explain planned improvements that are not of a routine nature.

**Form of Approval** (Section 3.03C)

All MAC approvals shall be in writing only. Any application not rejected within 30 days from the date of submission is deemed approved.

**Proceeding With Work** (Section 3.03D)

Work must proceed on an approved project within one year. Approval is automatically revoked if commencement of work has not proceeded within the one-year time period.

**Failure to Complete Work** (Section 3.03E)

The approved construction, refinishing or alteration must be completed within six months after commencement.

**Inspection of Work** (Section 3.03F)

Owners shall give written notice of the completion of work to the MAC. Within 60 days after receipt of this notification, Staff may inspect the improvements to determine if they were completed in accordance with approved plan. If the Owner does not remedy any non-compliance within 30 days after notification, the MAC shall notify the Board of Directors of such failure. The Board will then notify the owner of a hearing to be held on the matter, after which the Board may remove the non-complying improvement or remedy the non-compliance, and the Owner shall reimburse the Association for all expenses incurred in doing so.

**Membership** (Section 5.02)

Each Owner of a lot within Lake Forest II is a Member of the Master Homeowners Association, with the rights, duties, privileges, immunities, and liabilities in accordance with the Lake Forest II CC&Rs, Articles of Incorporation, By-laws, Rules, and Master Architectural Guidelines.

**Powers and Authority of the Association** (Section 5.05)

The Master Association has all of the powers of a non-profit corporation under the laws of the State of California and in accordance with the Articles, By-laws and Lake Forest II CC&Rs. These include but are not limited to:

- The power to levy assessments
- The power to enforce the CC&Rs
- The power to grant easements and rights-of-way for public improvements
- The power to employ the services of a Manager and other employees to conduct the business of the Association
The Lake Forest II Master Association Rules (Section 5.06)

The Board of Directors may adopt, amend, or repeal rules and regulations governing the use of Common Areas or Recreational Areas. These include parking restrictions and limitations, limitations on vehicular travel, and on the type of vehicles that may be permitted to use the Common or Restricted Areas.

Liability of Board Members and Manager (Section 5.08)

Members of the Board, the Manager or any other employee or representative of the Association are not personally liable to any Owner or to any other party for any damage, loss or prejudice suffered or claimed if such person has acted in good faith.

Funds and Assessments (Section 6.02)

As required by State Law, the Homeowners Association will adopt a budget and issue a summary to all Owners by the 30th of November each year. This will include information on the operating expenses and reserve funding of the Association and any other information as may be required by law. State law allows a maximum annual increase in assessments of 20%. Any increase above 20% requires approval of 51% of the Owners.

Special assessments for property acquisition or capital improvements require the approval of 51% of the Owners.

Assessments are due and payable on the first day of each month. No Owner may avoid the duties or liabilities imposed by the Lake Forest II CC&Rs through non-use of any Common or Restricted Area.

Reimbursement Assessment (Section 6.03)

The Board may levy a reimbursement assessment against any Owner if the Association expended monies as a result of any Owner’s failure to comply with the Lake Forest II CC&Rs, policies, or the Master Architectural Guidelines.

Enforcement of Assessments (Section 6.04)

In the event of any delinquency in payment of assessments, the Board may cause an action by law to collect such assessments, including the right to a claim of lien against any lot. In some cases, the Association may allow a payment schedule with the Owner if there are mitigating circumstances.
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LAKE FOREST II MHOA
MASTER ARCHITECTURAL COMMITTEE (MAC) ARCHITECTURAL GUIDELINES

SECTION 1. INTRODUCTION

1.1 PURPOSE

This pamphlet is written to provide you, the homeowner, and a concise guide when planning improvements to the exterior of your home. The guidelines have been developed by the Master Architectural Committee (MAC COMMITTEE) as a means to protect your investment. Some of the guidelines are paraphrased from the Covenants, Conditions, and Restrictions (CC&Rs) of the Lake Forest II Master Homeowners Association. The applicable article, section and chapter of the CC&Rs are noted in parentheses.

1.2 THE MASTER ARCHITECTURAL MAC COMMITTEE

The MAC COMMITTEE is formed under the directives set forth in the CC&Rs of the Lake Forest II Master Homeowners Association (Article IV, Section 4.01). The MAC Committee is composed of homeowners like you who reside in Lake Forest II and who voluntarily offer their time and efforts to serve you on this MAC Committee without reimbursement. They review applications submitted by homeowners planning to make improvements to their property to assure the proposed changes maintain the quality of Lake Forest II. The MAC COMMITTEE meets regularly and meeting notices are published in the Mainsheet Calendar.

1.3 IMPROVEMENTS DEFINED

The term improvement shall mean construction, modification or change made to or on buildings, garages, carports, roads, driveways, parking areas, screen walls, fences, stairs, decks, hedges, windbreaks, lawns and ground cover, planted trees and shrubs, pools and spas, docks, signs, central air conditioning equipment, water softener fixtures and other structures or landscaping on residential properties visible from or affecting adjoining or common area property.

SECTION 2. ARCHITECTURAL APPLICATION PROCESS AND PROCEDURES

2.1 FILING A MAC APPLICATION

Any homeowner proposing to make an improvement, or excavation, which alters the exterior appearance of any property, must file an MAC Application. (3.02 (D) & 3.03 (D))

An application must be filed before improvements are made to the exterior of your home or property that are visible from, or affect, your neighbors or the community (3.02 (D). Please make sure to file the application and obtain MAC COMMITTEE approval prior to making a commitment to a contractor or commencement of any work.

MAC application forms are available on our website www.lf2.org, the Sun and Sail Clubhouse Community Services office or the front desk. Submit the completed form, a project schedule indicating the proposed starting and completion dates, and duplicate plans to the Community Services office.

It is the homeowner’s responsibility to submit plans for and prior to beginning of the project. It is recommended that the homeowner submit the application in person. The application can be reviewed for content and completeness immediately, and any omissions can be brought to the homeowner’s attention. A homeowner wishing to appear before the MAC COMMITTEE may do so by calling the Community Services office at (949) 586-0860 for an appointment.
Plans shall include the following as a minimum (3.03 (A)):

A. A plot plan (view from above) showing the location of the residence and the proposed improvement(s), as well as all dimensions, including dimensions from the property (lot) lines. (A sample plot plan is included in this pamphlet as Exhibit “A”) All affected neighbor awareness signatures are required on building plans and blueprints.

B. All elevations (side views) of the proposed improvement with dimensions. (A sample elevation is included with this pamphlet as Exhibit “B”)

Exceptions (Plot plans or Elevations are not required for the following projects):

- Re-roof
- Re-paint
- Garage door replacement

C. Floor plans of the improvement. (External Only)

D. A description of all exterior materials to be used, including the following:
   - Sizes
   - Commercial or trade names
   - Color and finish samples
   - Picture or brochure of door, window, garage door, roofing material, etc., MUST accompany the plans

E. A proposed project construction schedule.

F. All drawings must be to scale. Minimum scale is 1/8 inch to 1 foot.

G. At least two Neighbor Awareness signatures. (This is not an approval, just awareness of work to be completed. The most affected neighbors must sign the MAC application).

H. Approval from Sub-Association if applicable before submission to the MAC Committee. (Sub-Associations Homeowners who live in Lake Forest Keys, Villas del Lago, Lakeside Park, Serrano Woods, and the Oaks).

2.2 GENERAL CONDITIONS AND USEFUL HINTS

The following section lists general guidelines applicable to a broad range of projects. Requirements dealing with more specific projects can be found following sections.

The Applicant shall have the responsibility to ensure that these conditions of the approval are met by and enforced upon all persons or firms engaged by the Applicant to construct and/or install the improvements.

Rubbish, debris and unsightly material or objects shall not be stored or permitted to accumulate on streets, sidewalks, common areas, or on property owned and/or maintained by the Association. At the end of each day, the construction site shall be cleaned and loose items secured from wind. Each week, all rubbish, debris and unsightly material or objects shall be removed from the unit or lot. If a dumpster or POD is needed for your project, you must obtain a POD/Dumpster Permit at the Clubhouse, (no charge). The property owner
shall be financially responsible for any trash cleanup work the Association deems necessary in connection with any construction.

Proper drainage is required. The applicant is responsible to ensure the original course of surface water flow is not disturbed or altered to adversely affect neighboring property. Unless adequate alternative provisions are made for drainage, the original drainage system on the applicant’s property shall be left undisturbed. This includes gutters, downspouts, underground drains, and swales.

Additionally, approval by the Master Architectural MAC Committee is not a determination of the side yard easement rights between properties, including drainage, or the effect of the proposed improvements on such rights and drainage.

2.3 CITY COMPLIANCE

A. Approval of a project by the MAC COMMITTEE does not constitute waiver of any requirements of applicable governing agencies. (3.03(B)(4))

B. Building permits from the appropriate governing agency are required on many improvements, and it is the responsibility of the homeowner to secure any required permits prior to starting a project. Check with the City of Lake Forest Building Department. (3.03(B)(4))

C. Plan approval and issuance of a building permit by the City of Lake Forest Building Department does not mean automatic approval by the MAC COMMITTEE.

D. Oversight by the MAC COMMITTEE of a rule within the CC&R’s does not constitute a waiver of the rule and must be corrected upon notice.

2.4 SCHEDULING

A. The MAC COMMITTEE shall take action on each application within thirty (30) days of submittal by the homeowner.

B. Any work started before obtaining approval of the MAC COMMITTEE will be at the risk of the homeowner or applicant and if rejected by the MAC COMMITTEE, may require modification or removal at the homeowner’s expense.

C. If the project has not begun within one (1) year from the date of approval by the MAC COMMITTEE, the application becomes null and void and must be resubmitted for approval. Extensions may be granted if requested in writing to the MAC COMMITTEE. (3.03(D))

D. Improvements must be completed within six (6) months after commencement of the project. (3.03(E)).

E. At the completion of the project, the homeowner must notify the Community Services Department of such in writing, via phone, or via email. The MAC COMMITTEE or its authorized representative may inspect the improvements. (3.03(F))

F. If upon inspection of the improvements, the MAC COMMITTEE finds that the submitted plans have not been complied with, Owner shall remedy the noncompliance within thirty (30) days of notice of the noncompliance. (3.03(F)(2) and (3))
STEP-BY-STEP PROCESS AND SUBMITTAL REQUIREMENTS

A. MAJOR PROJECTS (all room additions and remodels)

Step 1 (Optional Conceptual Discussion Stage)

Prior to preparation and submittal of preliminary drawings, homeowners are encouraged, but not required, to have rough conceptual sketches and floor plans prepared for discussion with the MAC Committee and Community Services staff. There are no requirements for the format of these sketches and no approval or commitments will be granted at this conceptual discussion stage. Its purpose is to give guidance to the homeowner.

Step 2 (Preliminary Submittal)

Applicant reviews the Architectural Guidelines and has preliminary drawings prepared depicting the proposed new improvements. Such drawings must be drawn to a minimum scale of one-eighth inch equaling one (1) foot and must contain the following:

♦ Date drawn (or revised) on each sheet
♦ Address of improvement
♦ Roof plan
♦ Site plan showing the exact property line, zero-lot-lines, and easements, proximity to adjacent homes, curbs, sidewalks, garden walls, fences, driveway with dimensions and a north arrow. The site plan should also include dimensions of your home to property lines. *MUST INCLUDE "BEFORE" PICTURES
♦ Floor plan (minimum scale):
  ⇒ Indicate all walls, columns, openings, and any condition or feature that will affect the exterior design of the addition/structure, with dimensions.
  ⇒ Elevation drawings (minimum scale):
    • Provide exterior elevation drawings of all proposed addition(s)/structure(s), with dimensions, including the overall height of the new roof and the existing roof and the elevation level of each floor
    • Note all types of materials, including colors and proposed roof material.

Show how the proposed structure fits within the addition/structure envelope. Existing and proposed new floor areas. Inadequate information will be grounds for the MAC Committee to deny the preliminary application.

Step 3

Applicant completes the MAC Application.

Step 4

Applicant shows the drawings to neighbors and requests their awareness signatures on the MAC Application and initials on the drawings.

Step 5

Applicant and his/her consultants sign and date the drawings to affirm that they have read the Architectural Guidelines.
Step 6

The Applicant submits the completed MAC Application, along with two (2) sets of signed drawings and for The Keys and Villa Del Lago residents, three (3) sets of signed drawings.

Step 7

MAC Committee reviews the MAC Application and the drawings for completeness, consistency with the Architectural Guidelines, the ability of the lot to accommodate the increased square footage of the house, the aesthetic compatibility of the design and materials with the home and neighboring residences, and the effect of the requested modification on neighboring properties and streets, to include the conformity of the plans and specifications with the purpose and general plan of the community. MAC Committee approves or denies the submittal.

The homeowner is encouraged to obtain an advisory opinion from the Master Architectural MAC Committee prior to the preparation of construction drawings; and is responsible to obtain a City permit and to ensure all such matters of construction are in compliance with the local government requirements. However, a City permit does not alleviate the homeowner’s responsibility of obtaining architectural approval from the Master Architectural MAC Committee. The review of the preliminary drawings by the MAC Committee is advisory only. Any comments, written or oral, made by the MAC Committee shall not be construed as its approval. Approval or disapproval by the Master Architectural MAC Committee is rendered only upon submission of a final MAC Application and City-stamped construction drawings.

Step 8 (Final Submittal)

Applicant reviews the MAC Committee’s comments regarding the preliminary drawings and has final construction drawings prepared. Such drawings must be drawn to a minimum scale of one-eighth inch equaling one (1) foot and must contain the following:

♦ Date drawn (or revised) on each sheet.

♦ Address of improvement.

♦ Site plan showing the exact property line and zero-lot-lines, curbs, sidewalks, garden walls, fences, driveway; with dimensions and a north arrow.

♦ Floor plan.

♦ Drawings of exterior elevations indicating the new and existing roof heights not to exceed 25'-6" and finished elevation level of each floor.

♦ Roof plan showing the tie-in of the new roof to the existing structure.

♦ Exterior door and window schedules.

♦ Exterior details including roof details, wall details, and door/window details.

♦ A material color list and samples showing proposed exterior finish colors for all walls, roofs, windows, and trim and any other finish materials contemplated for use.

♦ Affected Neighbor Awareness signatures required on all plans and blueprints.

Inadequate information on the above plans will be grounds for the MAC Committee to deny the application.
Step 9
MAC Committee reviews the MAC Application and the final drawings for completeness and consistency with the Guidelines. It approves or denies the submittal.

Step 10
If the MAC Committee has granted final approval and the Applicant understands the MAC Committee’s comments, then construction must begin within ninety (90) days after approval by the MAC Committee. If commencement of construction is to be deferred for a period of more than ninety (90) days, the MAC Committee may require a new MAC Application.

Step 11
Construction must proceed consistent with the approved final drawings. Any deviations or changes must be reviewed and approved by the MAC Committee. Inspections by the Association during construction will occur.

Step 12
All work MUST be completed within six (6) months from the date of commencement of construction. If the scope of the project warrants more time, contact the Community Services Department.

Step 13
Upon completion of the exterior work, as indicated on the “approved” copy of the drawing and its specifications, the homeowner must notify the Community Services Department to obtain a final inspection. If the Community Services Department MAC Committee chooses to inspect the job for conformance to the plans, as submitted and approved, inspection will be completed within sixty (60) days after the homeowner has notified the Community Services Department of completion.

Failure to obtain MAC Committee approval of drawings, or failure to complete the improvements in a timely manner and in accordance with the approved drawings, constitutes a violation of the CC&Rs and may require the unauthorized improvement to be removed at the property owner’s expense.

B. MINOR PROJECTS (improvements other than room additions and remodels)

Step 1
Applicant reviews the Architectural Guidelines and may be required to have drawings or brochures depicting the proposed new improvements showing:

→ Date drawn (or revised) on each sheet
→ Address of improvement
→ Property lines, zero-lot-lines, and easements
→ Existing building and yard features affecting the proposed improvement including the location and description.

Inadequate information will be grounds for the MAC Committee to deny the application.
Step 2
Applicant completes the MAC Application.

Step 3
Applicant shows completed MAC Application to the neighbors and requests their signatures on the MAC Application and signatures on the drawings. (The signature indicates neighbor’s awareness, not neighbor’s approval.)

Step 4
The Applicant submits the completed MAC Application to the Community Services Department.

Step 5
Master Architectural MAC Committee reviews the MAC Application and submittals for completeness and consistency with the Guidelines. It approves or denies the submittal.

Step 6
Improvements must proceed consistent with the approved drawings. Any deviations and changes must be reviewed and approved by the MAC COMMITTEE. Inspections by the Association during construction will occur.

Step 7
All work must be completed within 6 months from the date of commencement of construction. If the scope of the project warrants more time, contact the Community Services Department.

Step 8
Upon completion of the exterior work, as indicated on the “approved” copy of the drawing and its specifications, the homeowner must notify the Community Services Department to obtain a final inspection. If the MAC COMMITTEE chooses to inspect the job for conformance to the plans, as submitted and approved, inspection will be completed within sixty (60) days after the homeowner has notified the Association of completion.

Failure to obtain MAC COMMITTEE approval of drawings, or failure to complete the improvements in a timely manner and in accordance with the approved drawings, constitutes a violation of the CC&R’s and may require the unauthorized improvement to be removed at the property owner’s expense.

2.6 APPEAL OF ARCHITECTURAL DENIALS

In accordance with the California Civil Code, any denial of the MAC Committee may be appealed to the Association’s Board of Directors for reconsideration. Any appeal of an architectural denial must be made by the affected owner within thirty (30) days of the date the denial is received. An application for appeal shall be made only by completing and submitting an “Application for Appeal of Architectural Denial” form, which may be obtained from the Community Services Department.

An Application for Appeal shall be heard at the Board Meeting following submission, so long as the Application is received at least ten (10) days prior to the date of the meeting. Otherwise, the Application shall be considered at the next following Board Meeting. In any event, the written decision of
the Board of Directors in response to any Application for Appeal shall be provided within thirty (30) days after the appeal is heard before the Board.

The requesting owner is encouraged to attend the Board Meeting at which the Appeal is considered. In the event the requesting owner cannot attend the Board’s Meeting, then the owner is encouraged to provide the Board with a written description of the reasons why the Request for Appeal should be granted.

2.7 GENERAL

A. Improvements shall be harmonious with the original architectural character of the neighborhood. If applicant’s property is subject to sub-association architectural guidelines, the MAC Committee may, at its sole discretion, refer to and/or adopt the architectural guidelines of the applicable sub-association, when considering an application.

B. All alterations must be limited to your property. Construction or alteration of the Common Area is strictly prohibited. (3.04(A))

C. All technical and engineering requirements are the responsibility of the homeowner.

D. Access for equipment used during the course of a project must be through the homeowner’s property only. Unless given permission of adjoining property owner. **No common area property or adjoining property can be used.** (3.04)

E. If debris containers are used during the project, homeowner must obtain a dumpster permit at the Clubhouse and post permit on dumpster in plain view while in use.

F. No building materials, dirt, or trash containers are to be placed on the street, sidewalk or the common area.

G. Any improvement visible from or coming in contact with adjoining property shall require submittal of a MAC application, signed by the affected property owners in the “Neighbor Awareness” section.

H. Noise associated with construction, repair, remodeling, or grading of any real property is permitted Monday through Saturday, 7:00 a.m. until 8:00 p.m., pursuant to Orange County Ordinance No. 2870, Section 4-6-7 Special Provisions.

I. All work of improvement shall be performed in a manner consistent with the existing architecture and applicable Guidelines. Any work deemed by the MAC Committee as not meeting the Guidelines shall be reworked and/or rebuilt to meet those Guidelines or shall be removed and the building or common area restored to their condition prior to commencement of the work by the owner. If the owner refuses to rebuild, rework, remove and/or restore as called for above, the MAC Committee shall request the Board of Directors to cause such rework, removal, and/or restoration and the cost thereof shall be assessed against the owner as provided in the CC&R’s.

J. If your home improvement is replacing or updating an item same as existing, such as a patio cover, mailbox, or even repainting your home the same color, a MAC application is still required.

K. All improvements must be limited to your property. It is the homeowner’s responsibility
to take into consideration the property lines and any easements between two residences and how these will be affected by the improvements. The Architectural Committee is not responsible for determining easements when reviewing architectural submittals except when they apply to access easements granted by Lake Forest II. It is the homeowner's responsibility to determine exact lot lines and easements and to restrict all improvements accordingly.

SECTION 3. GUIDELINES

The following section lists the project specific guidelines established by the MAC Committee. They are included to provide assistance and guidance with the most commonly encountered projects. If your specific project is not covered, you may contact the Community Services office at (949) 586-0860 for further assistance.

3.1 AIR CONDITIONING UNITS

Central or window air conditioning units shall not be visible from the streets; or need to be totally concealed. Material used to conceal the unit must match house color.

3.2 ANTENNA, VIDEO, TELEVISION AND SATELLITE DISHES

For “dish” antennas less than 1 meter (39.37”) in diameter, a MAC application shall be submitted in order to review the proposed installation. In accordance with FCC regulations, the MAC Committee may request that the antenna be moved to another location that is less visible from the street, common areas, or neighboring properties, provided that the new location does not unreasonably delay, prevent the use of, unreasonably increase the cost of, or preclude the owner from receiving or transmitting an acceptable quality signal.

For “dish” antennas greater than 1 meter, MAC approval is required prior to installation. Large dish antennas shall be mounted at grade and screened with appropriate fencing, walls or landscaping. The height of the antenna shall not exceed 6 feet and the top of the antenna shall not exceed 18 inches above the nearest adjacent fence. Setbacks of 5 feet from the property line shall be maintained where possible.

3.3AWNINGS, UMBRELLAS, and PATIO FURNITURE

A MAC Application and approval from the Master Architectural MAC Committee is required prior to commencement of construction for any new awnings.

They must be simple in design and color. The size, location, and form must be in scale with the window. The awning material must always be maintained in an aesthetic and non-faded condition.

Temporary sunshades attached to the vertical face of the house, patio cover, or gazebo--such as rolls of bamboo, fiberglass, or reed--are not permitted.

Patio umbrellas must be maintained in an aesthetically acceptable condition and must not display advertising or endorsements. They may be of straw or reed-like material, but must be maintained and kept in the original color and condition.

Furniture allowed on the exterior of the home must be manufactured and designated for exterior use.
### 3.4 BALCONIES

A MAC Application and approval from the MAC Committee is required prior to commencement of construction for any new balconies or for alteration to existing balconies. All doors or sliding glass doors on the exterior of 2nd story must have a balcony or a deck.

The location, material, and color of new exterior balconies (covered or uncovered second-floor outdoor living areas) shall be compatible with the existing house. Front balconies are generally not appropriate; however the MAC COMMITTEE will consider and application on a case-by-case basis relative to its design, size, location, and compatibility with adjacent homes.

### 3.5 BASKETBALL HOOPS AND BACKBOARDS

Installation of permanent and portable basketball hoops and those attached to houses are approved on an individual basis. All lots are not configured to comply with placement requirements and approval may not be granted to these lots. Playing hours must conform to the City of Lake Forest noise curfew, and is therefore restricted to use from 7:00 a.m. to 10:00 p.m.

**Free Standing, In-Ground Hoops:** Freestanding in-ground basketball hoops must be anchored in an 18-inch square by 24 inch deep footing. A weatherproof coating should be applied to the base (where the pole joins the concrete) to prevent rust or wood rot.

1. Clear backstops are permitted and preferred over fiberglass.
2. Backstops attached to the house must be painted to match the area to which they are attached.
3. Basketball nets must be kept in good condition and be replaced when torn. All hoops must have a net.
4. Freestanding in-ground hoops and portable hoops shall not obstruct driveways or neighboring properties at any time.
5. Placement must not obstruct streets or sidewalks, as these are community or city property.
6. Portable hoops are prohibited from being placed in the street, and must be stored in your driveway when not in use.

### 3.6 CLOTHESLINES

No clotheslines or drying racks for air-drying clothes shall be visible from the street. Height of the clotheslines or drying racks may not exceed the height of surrounding walls or fences.

### 3.7 DECKS

1. A MAC Application and approval from the MAC Committee is required prior to commencement of construction for any new deck.
2. Wooden decks and rails may be stained or painted so as to be compatible with the home or left natural (without finish).
3. Minimum setback from the property line(s) shall be three (3’) feet on the sides and five (5’) feet from the back. Local building codes may require more restrictive setbacks, in which case the Owner shall comply with the more restrictive set back.
4. If decking skirts (sides for decking) are omitted, the area beneath the deck must be maintained.
3.8 DOCKS

Docks shall be maintained in safe and serviceable conditions as outlined in the Lake Forest II CC&Rs (3.02, Paragraph 1) and Lake Forest Keys Rules and Architectural Guidelines.

3.9 DRAINAGE – THROUGH CURB DRAINS

Drainage improvements designed to drain water off the property must not cause water to drain over the sidewalk. (Note: Through-curb installations require building permits.)

THROUGH-CURB DRAIN INSTRUCTIONS

Note: If your landscaping plans include installation of a drain line on the Association Private Streets, please be aware of the following requirements and considerations:

A Master Architectural Committee (MAC) application for the through-curb drain installation must be approved prior to beginning the work. Association Architectural Guidelines (Section 3.9 Drainage and Fill) require that: "Drainage improvements designed to drain water off the property must not cause water to drain over the sidewalk (Note: Through-curb installations require building permits)." The sidewalk and street curb are Association common-area property on our Private Streets. Thus, any through-curb drain installations must not cause any damage to the sidewalk or curb. The drain line must be routed underneath the sidewalk. The outlet of the drain must be through an opening properly core-cut through the curb, with the bottom edge of the drain outlet flush with the gutter pan.

If it is necessary to cut or remove the sidewalk, or repair any damage caused by installing the drain line, an entire section from existing joint to saw-cut for the drain, must be replaced by the homeowner. Do not saw cut through the street curb. The replaced sections may not be less than 5 feet in width. The gray concrete must be 3000 psi; and must have a 6 x 6 wire mesh. The cuts must be straight, and cannot be diagonal. Specifications should meet all city codes for sidewalks, and any ADA requirements if necessary.

The MAC application needs to address the initial installation of the drain line; and/or the subsequent repair of the sidewalk and street curb. A detailed plan must be submitted that includes a photo of the area, the dimensions of the area, and the plan for the installation/repair that includes the materials that will be used.

The Association requires a bond (a check in the amount of $500.00) prior to the beginning of work. This bond will be returned to you upon completion and inspection of the project if there is either no damage to the street curb, sidewalk, or other Association common-area property; or the damage has been repaired properly. We will provide a receipt for your bond. Your $500.00 check will be held in our safe and not deposited unless we find at the end of the project that damage has been done to Association property. This is standard practice for projects involving Association common-area property (such as sidewalks and curbs on private streets).

3.10 DRIVEWAYS

A MAC Application and approval from the MAC Committee is required prior to commencement of construction for a new driveway or an extension to your existing driveway. Driveways must not be in disrepair. All uplifting and heavily cracked driveways must be repaired or replaced after obtaining MAC approval.

Existing Driveways: To enhance appearance, clean-ability and hardness, existing driveways must be sealed using a clear sealer. Sealers used must be specified for exterior driveway use. They must be non-
yellowing and resistant to: ultra violet light, brake fluid, gasoline, oil, power steering and transmission fluids. Hot tire marks must be removable with cleaners.

No paints are currently approved as driveway finishes. Concrete stains will be considered on a case-by-case basis. Stains must be the color of the sidewalk (standard concrete color) or darker. A manufacturer’s brochure or specifications for product must be included with the MAC application.

Driveway maintenance shall be confined to cleaning, repairing, and replacing the original concrete surfaces. Paving blocks and stone surfaces such as slate may be used in repair or replacement providing the colors chosen blend with the house and the neighborhood.

**New Driveways:** The MAC Committee must approve new driveways prior to installation. New driveways may be colored by adding iron oxides or synthetic oxide pigments to the new concrete. Pigments must be ultra violet stable and resistant to alkali, fading and weather. New driveways may be stamped or imprinted to simulate natural slates, tiles, stones and bricks.

Designs chosen for inlays, colors, and the MAC Committee must approve stamping or imprinted design samples.

**Driveway Extensions:** Driveway widening on private property requires approval from the MAC Committee. A detailed plan with completed dimensions must be submitted with samples of the material to be used. Homeowners may be granted use of four (4) feet total additional width beyond the developer-constructed driveway. Any requests for more than four (4) feet will be considered on a case-by-case basis.

### 3.11 FENCES AND WALLS

1. A MAC Application and approval from the Master Architectural MAC Committee is required prior to commencement of construction for a new fence or wall.
2. Fences shall be harmonious with the original architectural character of the neighborhood.
3. Wood fences shall be natural wood, stained to match the wood trim, stucco or siding.
4. Maximum height shall not exceed six (6’) feet. Attachments of trellises, framed lattice or other vertical extensions to the fence can be approved on a case by case basis, but must not exceed more than 1/3 (33%) the height of the original fence.
5. Materials including wire chain link or wire products, and fiberglass are prohibited. Some bamboo products may be used and will be considered on a case-by-case basis.
6. Exterior Tract walls built by the Developer that are block wall with wrought iron insets, may use wood fencing in lieu of the wrought iron. No other material is allowed. The wood or the wrought iron may not exceed the height of the Developer built pilasters.
7. All perimeter walls which surround each individual tract (including entrances) must be painted “Vista Acribond Off-White #33” paint color.

Interior property side yard/back yard walls facing public rights of way that are flush with a neighboring property wall of the same material must be painted “Vista’s Acribond Off-White #33” paint color, so as to be uniform in appearance. Interior wall applications will be approved by the MAC Committee, on a case by case basis, at their discretion.
8. Archways or arbors, when used as an entryway through a fence, shall not exceed seven (7') feet in height, four (4') feet in width, and three (3') feet in depth.

9. Back to back fences will be reviewed on a case-by-case basis. Location, dimensions and materials will all be taken into consideration.

10. If incorporating courtyard walls in the landscape design, the setback shall be two (2') feet from the property line, sidewalk or curb (whichever is closest), for every foot of wall height.

11. Some Bamboo or reed products may be used as privacy screens. Approval of the type of bamboo or reed is required prior to installation.

### 3.12 FENCE AND WALLS (WOODS TRACTS)

1. Fences in wooded areas shall have a minimum of fifty percent (50%) open view. Privacy fence may be approved under special conditions. Screening with trees and shrubs to maintain the “wooded” look is preferred over fencing.

2. Finish shall be earth tones; natural wood or stained, or painted to match the trim of the house. Painted fences will be reviewed on a case-by-case basis.

3. Shadow Boxed fences are allowed. (Shadow Box fence is a fence that is 50% open when viewed form a 45 degree angle) Shadow box fences may only be constructed along the back and or between homes on the sides of homeowner’s property, and which does not parallel streets, common areas or ravines.

4. Some acceptable fence materials for wooded areas are wood, stucco concrete block with wrought iron insets, or stand-alone wrought iron.

### 3.13 FENCE AND WALL EXTENSIONS

A MAC Application and approval from the Master Architectural MAC Committee is required prior to commencement of construction for a fence and wall extensions.

### 3.14 FIRE PITS/TORCHES

1. Fire pits shall not be installed within ten (10') feet of any structure and shall be covered by a screen mesh with openings no larger than one-half (1/2") inch.

2. No wood burning fire pits shall be installed or used in any of the tracts in The Woods. Outdoor fireplaces (if wood burning) must have an approved spark arrestor.

3. Torches shall not be installed or used in any of the tracts in The Woods.

4. In all neighborhoods (other than The Woods), torches shall not be installed within ten (10) feet of any flammable material.

**NOTE:** the South Coast Air Quality Management District prohibits burning trash.

### 3.15 FISH PONDS

Fishponds shall not be deeper than eighteen (18") inches and shall be stocked with fish suitable for mos-
quito abatement. Contact the County of Orange Vector Control District for the types of fish available and compatible with decorative fish.

### 3.16 Flags

Seasonal flags may not exceed three (3) feet in width and five (5) feet in length. They must have a seasonal theme with no commercial content and be maintained continually in good repair. The flagpoles holding seasonal flags must be white or natural wood in color and no longer than six (6) feet in length. The pole must be removed when a flag is not displayed. Homeowners whose seasonal flags meet these requirements need not submit an MAC Application. Holiday flags must be removed no later than 30 days after the holiday. American flags must be in good condition, not torn, frayed or faded.

### 3.17 Flag Poles

A MAC Application and approval from the Master Architectural MAC Committee is required prior to commencement of construction. The flag pole shall have a maximum height of 20 feet and a maximum diameter of 2 inches.

### 3.18 Garage Door Replacement

A MAC Application and approval from the MAC Committee is required prior to installation of any new garage door(s). If multiple doors, all must match in color and design.

### 3.19 Landscaping, Artificial Turf and Drought Tolerant Landscaping

1. Architectural approval is required prior to removing any trees greater than six (6') feet in height. Stumps shall be removed immediately, and area needs to be re-seeded or planted.

2. Landscape plans shall show the location and type of trees and shrubs to be installed.

3. Landscape improvements in the front and side yards must provide a minimum of seventy-five percent (75%) landscape coverage.

4. If incorporating courtyard walls in the landscape design, the setback shall be two (2') feet from the property line, sidewalk or curb (whichever is closest), for every foot of wall height.

5. Shrubs, trees, landscaping or other improvements must not impair sight of moving vehicles, nor encroach upon or overhang any sidewalk or other pedestrian way.

6. If re-seeding or installing sod, a MAC application is required. If just doing touch-up re-seeding, no MAC necessary.

7. Black plastic nursery pots are not acceptable décor. Plants must be planted or in decorative pots.

8. All drip system lines and sprinkler pipes must be covered at all times.

9. ARTIFICIAL TURF is an approved landscape material. Turf must be natural in appearance with a pile height 1 ½ inches or more. Pile weight must be at least 40 ounces per square yard. The turf must come with a minimum of an 8-year warranty and be installed with adequate drainage. The edges must be finished and have the required prepared base of
‘infill’. No ripples or seams allowed. Turf has a ‘nap’ to it, so installation must have the ‘nap’ going in the same direction. If installing turf in only a portion of the total yard area, the MAC will review those applications on a case-by-case basis. A sample of the turf must accompany the application along with the turf specifications and the description of the installation.

3.19 B  DROUGHT TOLERANT LANDSCAPING

1. Drought tolerant landscaping improvements in the front and side yards must provide a minimum of seventy-five percent (75%) ‘Landscape coverage’ at maturity. Ground covering (river rock, bark, wood chips, etc.) cannot exceed 25% coverage. Artificial Turf is considered ‘landscape coverage’.

2. When submitting plans for Architectural Committee approval, photos and names, and sizes of the plants used must be submitted for review. Photos of the entire area being landscaped are required as well.

3. Rock usage and specifications will be reviewed on a case-by-case basis.

4. White landscaping rock is not allowed.

5. Mulch is required if not using rocks, (no bare dirt permitted, with the exception of The Woods properties).

6. Weed barrier (under rock or mulch) must be used. Weed barrier must be covered at all times.

7. Pathways / Walkways must be uniform in width and have a professionally installed appearance.

8. Drought tolerant landscaping must be consistent throughout front and side yard.

3.20  LIGHTING

A MAC Application and approval from the Master Architectural MAC Committee is required prior to the installation of any new exterior lighting or for alterations to existing exterior lighting.

New exterior light fixtures--such as decorative wall-mounted fixtures, Malibu lights, up lights, and light posts-- must be compatible with the design of the house. They must be simple in design and color.

Overly ornate light fixtures (such as Victorian globes) or commercial light fixtures (such as contemporary light bollards with glass block) that establish an independent theme conflicting with the overall street scene are not permitted.

All outdoor security light fixtures must be installed under the roof eaves or otherwise screened from view. When a security light cannot be installed under the eaves, the light fixture must have metal bulb covers and must be painted to match the surface to which they are attached. In addition, security light fixtures must be directed in such a way as to illuminate only the property of the homeowner installing the fixture.

Colored lenses/bulbs are not allowed, unless they are holiday lights. Use of low voltage landscape lighting bearing U.L. approval is encouraged. Revolving, flashing or neon lighting shall not be installed.

1. Holiday Lights: All lights may be installed and maintained on the exterior of homes three weeks before the Holiday, but must be removed 7 days after the holiday (ie Valentine’s
Day, Easter, Halloween, etc.).

2. Christmas and Winter Holiday lights and décor may be installed but not illuminated until the day after Thanksgiving, and must be removed no later than February 1st.

3. Color low voltage landscape lighting is permitted.

4. Patio lights are permitted only when they are not a nuisance to the neighboring homes. Lighting and/or supports cannot exceed a maximum height of 8 feet from the original grade level of the backyard area, (side yard lighting to be approved on a case by case basis). Lighting systems must have a professionally-installed and permanent appearance. Only white or clear lenses are to be considered patio lighting. Colored lights are not allowed (see holiday lighting).

3.21 MAILBOXES AND POSTS

Mailboxes and posts must be maintained in good condition and repair by the individual homeowner(s), and be harmonious with home and neighborhood. No thematic mailboxes for any new mail box. If moving from a group mail box to a single mail box, USPS permission must be obtained by homeowner. If mail boxes have been grouped together on one post, all mail boxes must be the same in appearance (color, shape and size).

3.22 PAINTING

1. The MAC COMMITTEE must approve any exterior painting or staining, even if using the same color or tone. In reviewing approved colors submitted, the Committee looks at the roof color as well as home colors of surrounding neighbors. If repainting all the trim, siding and or stucco, a MAC application is required, even if repainting the same color.

2. Paint or stain must be complimentary to the neighborhood and other homes in the area.

3. A MAC Application must include paint chips.

4. Flat paint finishes are acceptable for all exterior elements of the home. The application of semi-gloss finishes is to be limited to windows and doors only (excluding garage doors).

5. Properties shall be painted, maintained or repainted only with approved colors. Homes painted with colors from August 2010 or later palettes may be repainted with the same colors for up to eight (8) years from the original approved application. Architectural application (MAC) is required prior to painting.

6. Paint colors will be reviewed every two years. Homeowners will be notified via the Main-sheet or the website (www.lf2.org), regarding the process.

7. When painting a chimney, all must be one uniform color (partial painting is not permitted)

8. Transoms (wood paneling above the front doors) cannot be two-tone.

9. Homes where the original developer installed block walls with wrought iron can only paint the wrought iron black or white, no other colors are permitted. Pure white is not allowed on stucco or siding, nor is it allowed on stucco planter walls.
10. Only one (1) stucco color on the house is permitted.

11. If the house is to be ‘sandblasted’, neighbors on either side, behind and across the street must sign the ‘awareness’ section on the architectural application. Contractor must use protective plastic to protect neighboring properties.

12. All cable cords and conduit must be painted to match the area it is attached to.

NOTE: Approved color samples and schemes are available for review at the Community Services Department, Sun & Sail Clubhouse.

3.23 PATIO COVERS, CANOPY GAZEBOS AND SPA COVER STRUCTURES

A MAC Application and approval from the MAC Committee is required prior to commencement of construction for any new patio cover or for alteration to existing patio cover.

1. Patio covers may be of vinyl or wood construction or extruded steel or aluminum with the appearance of wood or wood grain pattern is allowed. Vertical supports may consist of stucco. Size and design must be compatible with the lot and the immediate neighborhood, and shall be painted or stained to match a color on the home. The existing patio covers, which are in the natural state, will be allowed to remain until the natural color deteriorates, at which time they shall conform to the Architectural Guidelines. Shades which lie on top of patio covers must be made of mesh material and match the color of the cover.

2. Patio cover setbacks allowed by the City of Lake Forest (2011): Back and side post setbacks are to be no less than five (5) feet from the property line and the lip can be 1’ 6” past the post, (or the most recent, per the City).

3. Solid Patio Covers may be considered on a case by case basis, and may have a solid roof if:
   - The pitch and the roofing material of the patio cover must be harmonious with the existing structure, and the patio cover roofing material matches the roofing material of the house.
   - The patio cover provides adequate drainage per minimum guidelines (1/4” : 12” slope)
   - The patio cover has architectural detail.
   - Vinyl solid covers do not need to have matching roof tiles with the house.

4. Patio covers of corrugated metal or fiberglass are not permitted.

5. Roofing material for a free standing BBQ structure may be straw or reed-like material, but must be maintained and kept in the original color and condition.

6. City building permits are required for the construction of patio covers.

7. Shades which lie on top of patio covers must be made of a mesh material and match the color of the cover.

8. Canopy Gazebos must have Architectural Approval prior to installation. The height, width and depth of the Gazebo are required, including a plot plan showing the exact location in the backyard. Canopy must be kept in good condition, (no fading, rips or tears). Temporary ‘Pop-Up’ can-
opies are not allowed as a backyard gazebo. Pop-up canopies are a temporary cover that cannot stay up for more than 24-hours.

9. Spa Cover Structures will be reviewed on a case-by-case basis.

3.24 POOLS AND SPAS

1. A MAC Application and approval from the MAC Committee is required prior to the installation of any new spas, swimming pools, or for alterations to existing spas, swimming pools or other water features.

2. Pools, spas and equipment must be installed in accordance with building department Guidelines and must not be visible from the street or forest.

3. The MAC application must be signed by each of your neighbors who could be affected by the installation of pool/spa equipment.

3.25 PRIVACY SCREENS

1. Privacy screens shall be complimentary to the surrounding fences, walls and landscaping, and if stained or painted, shall match the finish of the house.

2. Wire, corrugated fiberglass, or sheet metal is prohibited.

3. If using bamboo or reed, it must be replaced when it is in disrepair and/or worn and faded.

3.26 RAIN GUTTERS AND DOWNSPOUTS

A MAC Application and approval from the MAC Committee is required prior to the installation of any new rain gutters and downspouts or for alterations to existing rain gutters and downspouts.

The color of new gutters must match the existing fascia or existing roof color. The color of new downspouts must match the adjacent color. Copper gutters are allowed.

3.27 ROOF MATERIALS

The MAC COMMITTEE will consider roof replacements for approval if appearance of the proposed material is consistent with the roofs in the immediate tract. A sample or brochure showing the roof materials and color must accompany the MAC Application. Metal, corrugated plastic, and fiberglass, plastic webbing, split bamboo, reed-like or straw-like materials are prohibited for roof surfaces. Wood shake or wood shingle is prohibited for roofing projects. Approved roofing material list is available at the Community Services Department or on the website, (www.lf2.org). (Sub associations may have different approved roofing lists)

3.28 ROOF REPAIR

1. Roof repair in excess of one square (100 square feet) will require submittal of an MAC Application Form and MAC COMMITTEE approval.

2. Existing roofs that no longer meet the MAC COMMITTEE guidelines and need repair in excess of one square (100 square feet) will be required to re-roof with MAC COMMITTEE approved roofing materials.
3.29  ROOM ADDITIONS, FIRST AND SECOND STORY ADDITIONS, HOME REBUILDS

A. The MAC Committee will review home addition and remodel plans for adequacy of site dimensions, the aesthetic suitability of the design and materials with the home and neighboring residences, and the effect of the requested modification on neighboring properties and streets, to include the conformity of the plans and specifications with the purpose and general plan of the community. The homeowner is responsible to obtain a City Permit and to insure all such matters of construction are in compliance with the local government requirements, and any other governmental agency requirements. A City Permit or other approval from a governmental agency does not alleviate the homeowner’s responsibility to obtain a MAC Committee approval. The following sections outline the steps to obtain approval for a room addition, a second story addition, or a home rebuild:

1. **Preliminary Review Process:**

Homeowners are encouraged to obtain an advisory opinion from the MAC Committee prior to the preparation of detail drawings. Such drawings should be drawn to a minimum scale of one-eighth (1/8") inch = one (1') foot, submitted in duplicate and should contain the following:

   a. Site Plan (with before snapshot)
   b. Floor Plan: Minimum scale: Indicate all walls, columns, openings, and any condition or feature that will affect the exterior design of the addition/structure.
   c. Elevations: Minimum scale:
      i. Provide exterior elevation of proposed addition/structure.
      ii. Note all materials
      iii. Show how the proposed structure fits within the addition/structure envelope.
      iv. Note proposed roof material.

   One copy of such drawings will be returned to the owner with advisory comments by the MAC Committee that may serve as a guide in the preparation of a formal MAC application. The review of the preliminary drawings by the MAC Committee is **advisory only**. While a preliminary review is not required, it is strongly recommended. Any comments, written or oral, made by the MAC Committee shall not be construed as its approval. Approval or disapproval by the MAC Committee is rendered only upon submission of a formal MAC application. It is also recommended that the homeowners consult with their neighbors to inform them of the proposed addition/structure and provide them with an opportunity to review the plans.

2. **Final Drawings for Submittal:**

A completed MAC application must accompany the plans drawn to a minimum scale of one-eighth (1/8") inch = one (1') foot. The final drawings submitted must include but not be limited to the following:

   a. Site Plan
   b. Floor Plan
   c. Elevations
   d. Roof Plan
e. Exterior door and window schedules

f. Exterior detail sheets

g. Provide a material color list and sample board showing proposed exterior finish colors for all walls, roofs, windows, trim and any other finish materials contemplated for use.

3. Mass:

New additions or remodels must be planned to minimize mass on all elevations as to integrate more appropriately with the dwelling and other adjacent homes. Homeowners of corner lot dwellings will be required to reduce mass by incorporating architectural style and materials to reduce impact on open space and adjacent homes.

4. Roof:

The MAC COMMITTEE will limit the overall height of all new additions to the maximum height of developer constructed two-story homes in the same tract. Roof pitch and design shall not deviate from that which exists in the neighborhood. Roof materials must match existing materials on the dwelling and all proposed projections must be noted on final drawings. Any change in materials would require an MAC Application and a sample or brochure of the roof product and color, subject to approval by the MAC Committee.

5. Front Setbacks:

Setback Guidelines on second story additions over the garage shall be consistent with developer constructed two-story homes in the tract. In no case shall the face of the second story setback be less than two (2') feet measured from the face of the garage.

6. Rear Yard Setbacks:

Single story additions shall extend no closer than ten (10') feet from the rear of the property line. Two-story additions shall extend no closer than fifteen (15') feet from the property line.

7. Side Yard Setbacks:

Building in side yard areas shall be restricted to non-inhabitable improvements, such as bay or garden windows. Additions may be considered if a minimum of ten (10’) feet building to building is maintained and the proposed addition meets other review requirements.

B. RANCHWOOD TRACT SECOND STORY ADDITION GUIDELINES:

“These guidelines are in addition to the current Architectural Guidelines section 3.29 “Room Additions, First and Second Story additions, Home Rebuilds”:

Technical Guidelines:

1. Roof Pitch (For Ranchwood tract): Must match existing roof pitch at front of house, and no less than 4:12 nor greater than 6:12.

2. Building Footprint Site Coverage: Must remain at 60% of site area per City of Lake Forest Planning Ordinances.
3. Area Limitations: Any second story addition in the Ranchwood tract shall not exceed 40% of the originally designed livable area of the residence. Stairways will be included in this 40%. Garages are not considered “livable” space per applicable building code.

4. Exterior Aesthetics: Appropriate architectural detailing (undulation of the facades) is required, and integration/consistency with the existing design vocabulary of the residence. All new additions must visually appear seamless and intentional (no tacked-on additions).

5. Setback Requirements (for Ranchwood Tract):
   a. **Front setbacks** shall be maintained as currently required, and 15’ back from face of garage.
   b. **Rear setbacks**: 15’ interior homes, and 20’ for perimeter homes (homes abutting El Toro H.S., El Toro, Serrano, and Toledo streets).
   c. **Side setbacks**: Maintain current setbacks, and no closer than 5’ to property line.
   d. **Height requirements**: Maintain current requirements as set forth by City Planning and CC&R’s.
   e. **Cantilevered building elements**: No element may encroach into the setbacks as set forth above.

6. Privacy and Livability: All second story additions (Ranchwood Tract) are subject to appropriate review by the MAC Committee to consider and respect (as much as reasonably possible) the “privacy and livability” of the residences directly adjacent the residence of the application.

**Submission Guidelines for Ranchwood Tract:**

1. All current submittal requirements must be adhered to as per MAC Committee guidelines. For new second story additions in the Ranchwood Tract, additional items are required for a complete submittal package, as follows:
   a. Two Site cross-sections: Building sections taken through the entire site and building addition (perpendicular to each other), and showing the property line fences, and the wall and roof height of the adjacent residence.
   b. Photographs: Purpose is to adequately describe what the new addition will “see” onto the neighboring properties, and how the addition will look from the neighboring properties.
      i. Minimum of 6 photos taken from property line (or, if possible, the neighbor’s yard) looking into the lot at the area of the proposed addition.
      ii. Minimum 4 photos taken from proposed area of addition looking towards the neighboring properties.
      iii. Minimum 3 streetscape photos (looking toward the front of the house and including the fronts of adjacent homes)...Purpose: How does the addition look from the street(s)?
   c. PVC pipe mockup of the new addition (photos of this as well) so the MAC Committee can see the proposed silhouette (corners and roofline) of the addition. (Alternative methods may be
considered). Purpose is to describe the massing of the proposed addition.

### 3.30 SCREEN DOORS

Metal or wood screen doors require MAC Committee approval. They are permitted within the following guidelines:

1. They must match or blend with the exterior trim color around the door opening; or must match or blend with the front door color, whichever the MAC Committee deems acceptable.
2. They are not ornate or massive in design (examples: scrolls, bars, etc.).
3. No hanging magnetic flimsy screens allowed to be attached to a front door or garage door.

### 3.31 SIDING

Siding material and color are to be approved by the MAC Committee.

### 3.32 SKYLIGHTS

A MAC Application and approval from the MAC Committee is required prior to the installation of any new skylights or for alterations to existing skylights. The approval of new skylights will be considered based upon their location and number. They must be designed to be integral parts of the roof. Their form, location, and color must be compatible with the existing roof. When locating a new skylight, every possible attempt should be made to place the skylight in a location least visible from the street. Profiles must be minimized. Skylight domes may be bronze, clear or white. The color of skylight frames and flashing must be compatible with the roof color. Silver aluminum frames are prohibited. All visible manufacturer labels shall be removed prior to installation.

### 3.33 SOLAR ENERGY SYSTEMS AND ELECTRIC VEHICLE CHARGING PORTS

1. Solar energy systems shall be certified by the Solar Rating Certification Corporation (SRCC) or other nationally recognized certification agency. The certification shall be for the entire solar energy system and installation. If removing and replacing roof materials around solar panels, all roofing material must be same as existing. Solar electrical boxes or other equipment must be out of view from the street. All cords and conduit must be painted to match the area it is attached to.
2. Electric vehicle charging ports must be out of view from street and the charging cord must be out of view when not in use.

### 3.34 STORAGE BUILDINGS, SHEDS, PLAYHOUSES / PLAYSETS

Playhouses, play structures, storage sheds will be approved on a case-by-case basis with respect to architectural considerations that the MAC Committee, at its discretion, will deem appropriate.

1. Uses are limited to storage buildings or playhouses. No plumbing or kitchen facilities are allowed in structure, (excludes pool and spa equipment).
2. The structure cannot exceed one hundred (100 sq. ft.) square feet (exterior measurement).
3. Use of certain shrubbery to camouflage is encouraged and in certain installations, may be re-
quired.

4. Corrugated sheet metal and corrugated fiberglass are prohibited materials.

5. Structures shall blend with the architectural characteristics of the dwelling and neighborhood in both colors and materials; i.e., roofing material, wood siding, etc.

6. No structure may be located in the front yards or side yard easements.

7. Storage Buildings and sheds must be concealed with mature natural vegetation within six (6) months. Coverage needs to be across the entire width of the structure, and cover a minimum of 50% of the height that is visible above the wall, viewed from all neighboring properties and common areas. Example: If the structure is 8 feet high X 8 feet wide and the wall is 6 feet high, the natural vegetation should cover the full 8 foot width at a height of at least 7 feet.

8. Sheds and storage buildings must have a two (2) foot setback from the property line.

9. Playsets should be positioned in such a way as to not invade on neighbors’ privacy. Playsets are reviewed on a case-by-case basis.

3.35 SUNROOM ADDITION

Sunrooms are deemed sunrooms with an area of two hundred fifty (250 sq. ft.) square feet overall and room additions when greater than two hundred fifty (250 sq. ft.) square feet overall. These additions will be reviewed on a case-by-case basis. When erecting a sunroom, the following shall be the guideline:

1. Non-invasive of neighboring properties.

2. Aesthetically consistent with the existing structure. (No metal-mobile home look.)

3. Roofing material shall match existing structure.

4. Painted to match existing structure.

3.36 TREES

No trees over six (6) feet tall are to be removed without prior MAC Committee approval. MAC Committee may request that removed trees be replaced. If removed, all stumps must be ground all the way down, (unless on a slope). If tree is on a slope, the tree must be cut as close to the ground as possible.

When trimming back trees, ‘hat racking’ or ‘topping’ trees is not permitted. Topping or Hat Racking trees can ruin the growth pattern. The proper trimming and cultivation of trees is done by ‘thinning’ them out by removing excess limbs and branches. Thinning also makes the trees less susceptible to wind damage.

Per City of Lake Forest guidelines for trees that are on parkways of City owned streets, all tree branches must be trimmed back so that they are no lower than seven (7) feet high when hanging over the sidewalk and no lower than eight (8) feet when hanging over the city street.

For Homeowners in “The Woods” (Tracts 6195, 7708, 8789, 8790, 8791, 8792, 9125, 9178, and 9179), please see the Community Services office for the Tree Preservation and Planting Policy. (This is also available in Appendix E of the Homeowner’s Information Guide.)
3.37 TREES (EUCALYPTUS) MORATORIUM

A moratorium exists beginning April 1 through October 31 on the cutting of any Eucalyptus trees within Lake Forest II Master Homeowners Association. Thinning and trimming must be done from November 1 through March 31. During the moratorium and for emergency situations, exceptions will be handled on a case-by-case basis. (See City Ordinance No. 22, Eucalyptus Tree Conservation Ordinance.)

A MAC Committee application must be completed and approved prior to the removal or trimming of any Eucalyptus trees during this moratorium period.

Any approval for tree removal or trimming granted by the MAC Committee during the moratorium will require the resident to follow the procedure below:

1. Subsequent to any cutting or removal of all or any part of the Eucalyptus tree, the Eucalyptus wood shall be chipped, buried, and covered with a tarp, or removed immediately. Tree stumps and debris must be removed immediately.

2. Any stored Eucalyptus wood must be tightly covered with an ultra violet light resistant clear plastic tarp at least six (6) mil thick, with the ends of the tarp either weighted or covered with dirt to control tree scent dispersal for a minimum of six (6) months before any Eucalyptus wood may be used or the tarp removed.

3. Should the resident request permission to remove trees not previously designated as dead, it will be necessary to submit a statement from a certified arborist that the trees to be removed are either dead or a potential hazard that require immediate removal.

4. MAC Committee may request that removed trees be replaced.

3.38 WATER SOFTENERS

Water softening shall be installed so as not to be visible from the street. (The Irvine Ranch Water District does not allow the installation of regenerative type water softening systems due to the District’s water recycling process.)

3.39 WINDOWS & DOORS

MAC Committee approval is needed for any changes to windows and doors.

1. Windows may be tinted in all areas of Lake Forest. Reflective materials that create mirror/nuisance effects from the outside are prohibited.

2. The replacement or upgrading of windows in phases shall be done in such a manner that uniformity will be consistent at least on each side of the house, during each phase.

Exceptions:

a. Bathroom windows with less than four (4) square feet of area (576 square inches);

b. Bathroom windows less than sixteen (16") inches in width;

c. Bathroom windows less than sixteen (16") inches in height;

d. Decorative windows such as stained glass, leaded glass, etc.
3. Glass Doors such as French door or sliding doors that are visible from the street must be grid-
ded or non-gridded to be consistent with the windows. Exception: Decorative glass doors
with stained glass, leaded glass, etc.

4. Wooden French doors/bay windows must be painted to match trim, stucco or wood siding or
dwelling. Metal French doors/bay windows must match existing window frame color.

5. All window and door treatment (curtains, blinds, shutters, etc.) must be in good condition
with no tears, missing blinds or broken slats.

6. Only standard mini-blinds, curtains, shutters or window shades are allowed as window treat-
ments. Bed sheets, paper, etc. are not permitted.

7. Window tinting, if deteriorating, fading or peeling, must be removed entirely and/or replaced.

3.40 WIND TURBINES/TURBINE VENTILATOR

Homeowners are discouraged from installing wind turbines and are encouraged to seek other forms of
ventilating the attics that are not visible from neighboring properties (fans placed in the gabled vents or
additional insulation on the floor or dormers). If installed, wind turbines must be placed in an area not vis-
ible from the street and painted to match the adjacent surface. Unsightly materials shall not be used to
cover the turbine.

3.41 WIRES and CABLES

Wires and cables, including those installed to convey radio or television signals, shall be hidden, buried or
secured flush with the side of each house (and painted to match stucco) so as to minimize their visibility.
LAKE FOREST II MHOA

VEHICLE RULES

The Lake Forest ll Master Declaration gives the Board of Directors the power to interpret the restrictions concerning trucks, recreational vehicles, boats, trailers, etc., and to adopt, from time to time, rules which implement and interpret those restrictions. The Board initially adopted and published rules which implemented and interpreted, to a degree, the restrictions, The Board has now decided to revise and re-issue the Rules.

The full statement of the Rules adopted in accordance with Sections 3.02(F) and 5.06(A) of the Master Declaration is as follows:

I. VEHICLE CODE AS RULE

The Association will apply and enforce some of the provisions of the California State Vehicle Code for regulating the use of Lake Forest ll common areas which are developed and operated as “private streets.

II. SPEED LIMIT

A. The maximum speed limit, unless otherwise posted, on all Lake Forest ll Association private streets shall be 25 miles per hour.

B. The maximum speed limit within the Lake Forest ll Clubhouse parking area shall be 15 miles per hour.

C. All cars must follow the directional arrows in the Clubhouse parking lot.

III. PARKING

A. Double parking is not allowed on any Association private streets or Clubhouse property.

B. Vehicles stopped or parked upon the roadway when there are adjacent curbs shall be stopped or parked within 18 inches of the right-hand curb. Right-hand parallel parking is required unless otherwise posted.

C. Parking on the sidewalk or curb is prohibited. Vehicles cannot overhang the sidewalk at any time.

D. Parking is not permitted within 15 feet of a fire hydrant or red zone.

E. Parking in designated “Handicapped Parking” areas without proper plates or placards are prohibited.

F. Parking in a direction opposite to that in which the traffic normally moves is prohibited.

G. Student parking on posted private streets is prohibited. The vehicle may be subject to towing after two (2) parking citations for the same vehicle have been issued.

H. No vehicle may be parked as to impede access by any other vehicle or pedestrian into or out of any street, private driveway, walkway, or cul-de-sac, (this includes one’s own driveway).

I. Parking is not permitted on unpaved areas, either public or private.
J. No vehicle maintenance or repair work is permitted on public or private streets, except for emergency repair, (i.e. changing a flat tire, or repairing a dead Battery. Oil changes are not considered an emergency repair. No repair, maintenance or restoration of any vehicle, other than for emergency repair, may be conducted on the Lake Forest Il properties, except within an enclosed garage, provided such activity is not undertaken as a business, and provided that such activity may be prohibited entirely if the Board determines that it constitutes a nuisance.

K. Any vehicle in a state of serious disrepair or deterioration, as determined at the sole discretion of the board, so as to cause an eyesore or nuisance which is visible from neighboring properties is not permitted. Vehicles in disrepair may show lack in proper maintenance, such as leaking oil, radiator or other fluids. They may also have dents, tears in the metal, broken glass, loose parts (such as fenders, bumpers or side mirrors), or missing parts. If there is a presence of rust in obvious locations, if there is exterior paint degradation or there are homemade parts or additions, then the car is considered in disrepair.

L. If the vehicle leaks oil, a temporary use of an oil pan is allowed if it is removed from view when the car is in use. At no time is cardboard or other materials allowed to be used as an oil pan.

M. Parking is allowed on both sides of the street when the width of the street is a minimum of 36 feet. Parking is allowed on one side only of private streets and cul-de-sacs that are a minimum of 28 feet wide.

N. Parking is not permitted on private streets and cul-de-sacs listed below, as they are less than 28 feet wide:
   1. Eucalyptus Lane, two locations, both at street median planter.
   2. Intersection of Heartwood Circle and Trailview Terrace (street median planter).
   3. Intersection of Sleepy Hollow and Ironbark (street median planter).
   4. Wandering Lane at Shade Tree Lane (street median planter).

O. When using a car cover, the cover must be a commercially purchased auto cover which fits the size of the vehicle. Tarps and sheets are not allowed. The car cover must be replaced when it is torn or faded.

P. Vehicles parked on public or private streets with advertising or For Sale signs on or resting in the vehicle is not permitted.

Q. An unattended vehicle supported by jacks, jack stands, wood blocks or other means poses a serious safety hazard and is not permitted.

R. Vehicles that are parked in the driveway or on the street must be kept clean and free of debris at all times.

IV. STORED, ABANDONED, INOPERABLE, AND ILLEGALLY PARKED VEHICLES

No vehicle, trailer, vessel, structure or object of any kind may be stored, abandoned or illegally parked upon any common areas, restricted common areas, or streets (public or private). And such
vehicle or object may be removed, impounded or towed from Association property, including private streets, by an agent of the Lake Forest II Master Homeowners Association who is authorized to perform such duties by the Board of Directors; provided, however, that said agent has determined to the best of his/her ability that such a vehicle or object is parked illegally, abandoned or is being stored, and that reasonable attempts to have the owner remove said vehicle or object have been unsuccessful, and provided further that the applicable provisions of the California Vehicle Code have been complied with in any towing, removal or impounding. If a vehicle is cited for being parked in one location on the street for more than 72 hours, to avoid additional citations, fines or the possibly being towed, the vehicle must be moved a minimum of seventy-five (75) feet from where the car was originally cited.

V. PROHIBITED TRUCKS, COMMERCIAL / WORK VEHICLES, AND RECREATIONAL VEHICLES

Section 3.02(F) of the Master Declaration, as amended, states in substance that no mobile home, trailer of any kind, truck camper, boat, recreational vehicle, permanent tent, or similar structure shall be kept, placed, maintained, constructed, reconstructed, or repaired upon any property or street (public or private) within or adjacent to any single-family area in such a manner as to be visible from neighboring property; provided, however, that the provisions of this Paragraph shall not apply to emergency vehicle repairs, or temporary construction shelters or facilities maintained during and used exclusively in improvements approved by the Master Architectural Committee.

In addition to the vehicles prohibited in Section 3.02 of the Master Declaration, as amended, the following vehicles also shall not be kept, placed, maintained, constructed, or repaired upon any property or street (public or private) within or adjacent to any single-family area in such a manner as to be visible from neighboring property:

A. RECREATION VEHICLES / TRAILERS

1. All travel / utility trailers; motorhomes, mini-motorhomes, boats, or any similar vehicle shall not be permitted upon the properties, except for a specific period of time provided a permit issued in advance from the Association, as provided in Section VII.

2. Vehicles with ‘pop-out’ extensions cannot extend beyond width of the vehicle when on street side. If ‘pop-out’ is extended over parkway or lawn, it may not block or extend over the sidewalk.

3. The following vehicles are permitted: non-commercial standard passenger vehicles, including automobiles, passenger vans, designed to accommodate ten (10) or fewer people, motorcycles, and pickup trucks having a manufacturer's rating or payload capacity of one (1) ton or less

B. COMMERCIAL / WORK VEHICLES

Because of the proliferation of commercial vehicles parked within the planned community of Lake Forest II Master Homeowners Association, and in recognition of the increasing number of complaints from the members concerning the parking of commercial vehicles within the community streets and properties, the Board of Directors has undertaken a review of the CC&R's and, in consultation with its Attorney and Management, has promulgated the following changes to its Parking Policy.
1. Purpose: In furtherance of the purpose of the recorded Declaration of Covenants, Conditions and Restrictions to enhance and protect the value, desirability and attractiveness of the properties, the Board of Directors of Lake Forest II Master Homeowners Association does hereby set forth and implement the within policy for dealing with the parking and storage of commercial vehicles within Lake Forest II Master Homeowners Association. This policy interprets and explains Section 3.02(F) and other provisions of the Master Declaration for Lake Forest II Master Homeowners Association.

2. Commercial /Work Vehicles: No owner shall park, store, or keep within the properties (whether public or private) any commercial / work vehicle which is visible to neighboring property.

3. In determining whether a vehicle is a commercial / work vehicle, the Board may look to the following factors:

   a. Modification of the vehicle from stock for commercial / work use or purpose.

      i. The installation of one or more racks to the vehicle, e.g., pipe, glass, and/or tool racks.

      ii. The addition of doors, drawers and bins used for storage of parts and tools. An exception may be made of Commercial tool/equipment storage bins, drawers and cabinets with doors, which do not exceed the width of the truck bed, nor the height of the lower edge of the rear cab window, as long as it is maintained in a neat, attractive and well-cared-for manner and condition and as long as all parts and tools are fully enclosed in drawers or shut behind doors.

      iii. Equipment mounted or carried (either permanently or temporarily) on the vehicle, e.g., air compressor, welding equipment, generator, ladders, etc.

      iv. Installation of hydraulic lifts, gates, cranes, hoists, etc.

      v. The addition and use of signs and/or advertising are only allowed on either the driver and passenger front doors OR the driver and passenger back doors (not all four doors) of the vehicle. The addition of fences, bordered beds, side stakes or the like, to retain supplies, equipment, tools, goods or other commercial uses.

      vi. The installation of vacuums, motorized brushes or other special purpose, or special equipment, e.g., street sweepers, carpet clearing, lawn/garden spraying, window/screen clearing and fabrication.

   b. Vehicle Use

      i. The regular storage of equipment, goods, products, materials, tools or the like on the vehicle so as to be visible from adjacent lots, community property, or the street(s) within the Lake Forest II Master Homeowners Association.
ii. The vehicle is clearly used for industrial, commercial, trade, professional or business purposes.

iii. Ladder racks must be kept clear of ladders and all other trade equipment or materials at all times. All ladders or trade equipment that has been removed must be stored in the garage or out of view of neighboring properties.

iv. Military Vehicle: Any military vehicle, foreign or domestic, whether currently in military service, used in a commercial enterprise, or for recreational or passenger use, shall be deemed a commercial vehicle for purposes of the Lake Forest II Master Homeowners Association Vehicle Rules.

v. State of California designation as a commercial vehicle.

vi. Visibility of vehicle from residential lots and common areas.

vii. Adverse impact, if any, upon neighbors and community.

4. Any equipment, installed over the height of the top of the truck bed, including such things as racks that extend further forward than the rear of the cab may be permitted, provided that they are kept free of material and debris.

C. OTHER PROHIBITED VEHICLES

The driving of off-road motor vehicles on the Association streets is prohibited. The term “off-road motor vehicles” shall include, but not be limited to, dirt bikes, go carts, motorized scooters, mini-bikes, mini-choppers, pocket bikes, motor-driven cycles, motorized bicycles, golf carts, or similar vehicles not licensed nor intended for driving on public streets.

VI. TOWING

Illegally parked vehicles, inoperable vehicles that are parked on private streets, vehicles with expired license plates, vehicles parked or stored in violation of these Vehicle Rules or the Association’s CC&R’s, or vehicles that do not have the required parking permit, may be subject to towing after the vehicle has received multiple tickets for exceeding the maximum allotted parking time of 72-hours. Vehicles will be towed after 96-hours. Once a vehicle is ticketed for being parked in one location on the street for more than 72 hours, the vehicle must be moved a minimum of seventy-five (75) feet from where the car was cited.

In accordance with California Vehicle Code section 22658.2, any vehicle parked along a red curb, within 15 feet of a fire hydrant, in a parking space designated for handicapped without proper authority, or in a manner that interferes with an entrance to, or exit from, the Common Area facilities or blocking an owner's driveway shall be subject to towing at the owner’s expense.

VII. TEMPORARY PARKING PERMITS (RECREATIONAL VEHICLES / UTILITY & TRAVEL TRAILERS)

A. This policy supersedes all previous policies for the issuing of temporary parking permits for recreational vehicle parking.
1. All temporary parking permits will be issued at the Sun & Sail Clubhouse, or online with 72 hour notice.

2. A log shall be maintained of all parking permits issued.

3. Each permit issued will contain all required information.

4. The permit must be displayed in such a manner that it will be visible from the street-side of the vehicle for which it is issued.

5. Only one permit will be issued at a time to the homeowner/resident. Permit days will not be allowed to be accumulated.

6. A permit is required for a homeowner/resident to park a recreational vehicle in front of his/her property for duration of more than one hour.

**The following permits are allowed:**

- Four (4) 1-day permits per month
- Two (2) 2-day permits per year
- Three (3) 4-day permits per year
- One (1) 5-day permit per year

7. Permits will not be allowed to be accumulated or consecutive. If vehicle is there for more than one hour without a permit, a citation or violation letter will be written.

8. Permits issued for recreational vehicles to be parked on public streets within the Association are subject the City of Lake Forest's Parking Ordinance. It is the permit holder’s responsibility to contact the City to obtain the City’s current RV parking policy.

**VIII. WAIVERS**

Upon application by a homeowner/resident, temporary waivers of the above rules may be granted for special circumstances on a case-by-case basis. The procedure to request a waiver is as follows:

A. When a situation arises which is temporary in nature and which causes a serious hardship for the resident to comply with the preceding rules, then a request for a waiver may be submitted to the General Manager for approval.

B. If a waiver is granted, the permit must be picked up at the Sun & Sail Club. The permit will bear all the information as stated in Section VII-A.3. The area marked ‘Waiver will be initialed by the General Manager. The date of the approval will also be indicated.

C. No more than one (1) waiver permit will be issued during a calendar year. The maximum duration of the waiver will be fourteen (14) days.
D. The Association shall maintain a log of all waiver permits issued. The log shall contain all relevant information submitted in the request for the issuance of the waiver permit.

E. In accordance with City of Lake Forest Ordinances, waivers will not be granted for recreational vehicles parked on public streets. A permit issued by the Association for recreational vehicle parking does not relieve an Owner from compliance with City parking ordinances regarding RV parking, and is only a waiver to the Association’s Vehicle Rules and CC&R’s. It is the owner's responsibility to ensure compliance with the City's RV parking ordinances.
LAKE FOREST II MHOA
STORAGE BIN AND DUMPSTER POLICY

STORAGE BINS, “BAG” DUMPSTERS & MINI-DUMPSTERS

Temporary use of on-site storage bins, (i.e. “PODS”), mini-dumpsters, “insta-bins”, (3 yd. to 4 yd.), AND “Bag” dumpsters requires an Association permit, which will be issued at the Sun & Sail Club. The permit must be displayed in such a manner that it will be visible from the street-side of the storage bin, mini-dumpster, or bag dumpster for which it was issued.

Storage bins mini-dumpsters and bag dumpsters may not be used for long-term storage on-site. They must be removed within three (3) weeks, (21-days from date of delivery). If longer-term storage is needed, utilization of an off-site storage facility is required. Under certain extenuating circumstances, to be determined and approved by Management, the General Manager may issue permits for time extensions and schedule variations, if requested in advance.

Storage bins and bag dumpsters must be placed on driveway whenever possible. If bins or bags are placed in the street, reflective tape is required to warn motorists of their presence. Such containers may not be located on Common Areas or in designated fire or traffic lanes, and may not block public sidewalks or obstruct the access of other residents.

No graffiti of any kind is permitted on bins or dumpsters and it is the responsibility of the homeowner to remove the graffiti within 24 hours.

If the storage bin mini-dumpster or bag dumpsters has exceeded its allotted time, and additional time has not been granted, a $25.00 per day fine will be assessed to the homeowner’s account until the bin, dumpster or bag has been removed or proper permit has been obtained.

DUMPSTERS

(20 foot ‘Low Boys’ - 20 foot Dumpsters)

Temporary use of regular large roll-off or ‘low boy’ dumpsters requires an Association permit, which will be issued at the Sun & Sail Club. The permit must be displayed in such a manner that it will be visible from the street-side of the dumpster for which it was issued. If the dumpster has exceeded its allotted time, and additional time has not been granted, a $25.00 per day fine will be assessed to a homeowners account until the dumpster is removed.

Permits for the dumpsters will be for a 30-day time period. If more time is needed, the homeowner is required to obtain a new permit for each 30-day period. The maximum time allowed with approved permits is 90-days from the drop off date. Any additional time must have approval from the Board of Directors.

If the dumpster is full, it must be emptied to prevent debris or building materials from being visible and/or falling onto the driveway or street. No graffiti of any kind is permitted on the dumpster and it is the responsibility of the homeowner to remove the graffiti within 24 hours.

To avoid possible damage to the street, an 18” x 18” x ¼” plywood sheet, must be placed under each of the footings. Placement should be a minimum of 6” and a maximum of 18” from the curb to allow for normal water flow in the gutter. Dumpsters may not exceed 20 feet in length.
LAKE FOREST II MHOA
FINE POLICY AND CC&R ENFORCEMENT PROCEDURES

I. PREAMBLE

The Lake Forest II Master Homeowners Association may levy fines for violations of the Lake Forest II restrictions in accordance with Article IV, Section 5.05 of the Master Declaration of the CC&Rs and this Fine Policy adopted by the Lake Forest II Master Board of Directors on November 3, 1993.

II. SCOPE

This Policy and Procedure is applicable to all homeowners in Lake Forest II and subject to the provisions of the Master Declaration. It is enforced by the Lake Forest II Master Board of Directors who retain ultimate responsibility, and by all other persons or entities specifically granted the authority to do so by the Board of Directors.

III. PURPOSE

The purpose of this Policy and Procedure is to set standards for the assessment of fines and to assign authority for its implementation and application.

IV. GENERAL

The Lake Forest II Fine Policy and Enforcement Procedures provides a list of violations for which fines may be levied and specifies the amount of the fines and the allotted time for correction.

Any violation which is of a continuing or chronic (as determined the Board of Directors) nature or continues beyond the required correction date, shall be a separate violation. The time allotted for the correction of these violations shall in no case be less than that specified in the attached schedule.

The Board of Directors is the only authority which may grant longer periods for correction, where it believes a longer period is warranted by the circumstances.

V. AUTHORITY

By resolution of the Board of Directors of Lake Forest II, the General Manager with assistance of full-time staff members assigned specifically for the enforcement of the provisions of this policy, are hereby directed to implement and enforce this policy as specified herein.

The Board of Directors has the right pursuant to the Policy / Rules Infractions Chart of the Master Declaration of Covenants, Conditions and Restrictions to suspend usage to the Lake Forest II Clubhouse and grounds for any period during which violation fines have been assessed against a homeowner’s lot and remain unpaid. You have the right to attend a hearing before your Board of Directors, in which, they will review and may take action to suspend your rights.

By resolution of the Board of Directors of Lake Forest II, the Hearing Board with members present as constituted by the Board of Directors, is hereby directed to implement this policy as specified herein.

VI. GENERAL MANAGER AND STAFF

A. CC&R Violations
1. Inspect each tract and lot for violations of the Master Declaration a minimum of once each week.

2. When a violation is observed the violation will be documented thoroughly.

3. A letter will be sent by regular U. S. Mail notifying the homeowner of the observed violation and the time allotted for the corrections, in accordance with the attached schedule.

4. The violation will continue to be observed and documented each week until correction or until the allotted time for correction has expired.

5. At the discretion of the General Manager/Community Services Department, an extension in accordance with the attached schedule, not to exceed 30 days, may be granted.

6. If not corrected in the allotted time, a second letter will be sent to the homeowner requesting that the homeowner appear before the Hearing Board to show cause as to why a fine should not be levied. The potential fine, the time and place for appearance, and the observed violation will be indicated in accordance with the attached schedule.

7. In all cases, an Order to Show Cause (OSC) will require a minimum of 10 days prior notice. All letters requesting homeowners to appear will be sent by "Registered" U. S. Mail, as well as by regular U. S. Mail.

8. A Hearing Board review file will be prepared reflecting all actions of the staff and any homeowner responses for consideration by the Hearing Board.

9. The General Manager and the Community Services Department will comply with all decisions of the Hearing Board and/or the Board of Directors relative to any violation of the Master Declarations.

B. Vehicular Violations

The General Manager is hereby authorized to levy fines directly to homeowners immediately and without referral to the Board of Directors. A "Notice to Appeal" will be prepared in accordance with the schedule attached for the enforcement of the vehicle section of the Master Declaration herein described as Section 3.02, Paragraph F, and the Vehicle Rules revised by the Board of Directors on 9.1.93. This notice will be attached to the violating vehicle in such a way as to reasonably expect the vehicle owner to observe it. The violation, the time, and the date of next Master Board of Directors meeting (in order to allow the homeowner to "show cause", and the amount of the fine) will be shown. The signature of the issuing staff member will also be required. A letter will be sent to the homeowner by "Registered" U.S. Mail and by regular U.S. Mail, notifying them of the fine, date, time, and place to appeal the action before the Master Board of Directors at least 10 days prior to the meeting. The fine will be applied to the homeowner's account without referral to the Master Board of Directors after the time for the "Notice to Appeal" has expired.
VII. HEARING BOARD

A. The Hearing Board will review homeowner files prepared by the staff for homeowners who have been notified of an "Order to Show Cause" hearing.

B. The Hearing Board will review the facts of the case and will verify the validity of the violation by the review of evidence provided by staff, and any evidence presented by the homeowners in a personal appearance in accordance with the "Order to Show Cause".

C. The homeowner will be given a reasonable amount of time to present their case.

D. The Hearing Board may ask questions relative to "matters of fact" relating to the violation and/or violations before the Board, and may levy fines and "time for compliance" in accordance with the schedule attached.

E. An extension may be granted on the authority of the Hearing Board as indicated in the attached schedule for each violation.

F. If a fine is levied by the Hearing Board, a letter must be sent notifying the homeowner of the Hearing Board’s decision, the homeowner’s "Right to Appeal" to the Board of Directors, and the date of the next Board of Directors meeting. In no case will be notification of "Right to Appeal" be less than 10 days prior to the meeting.

G. If the "Right to Appeal" is not exercised by the homeowner properly notified as required in Paragraph F, above, the fine becomes immediate and can only be waived by resolution of the Board of Directors.

H. A letter notifying the homeowner of the Board of Directors decision on the appeal must be sent no later than 10 days after such decision has been reached. In the event that the homeowner did not exercise the "Right to Appeal", this fact will be noted in the correspondence. The correspondence will also indicate the allotted time for compliance as indicated in the attached schedule. If, after this time, compliance has not been obtained, the case will again be referred to the Board of Directors for disposition.

CC&R CHRONIC VIOLATOR POLICY

The Lake Forest II Master Homeowners Association may levy fines for violations of the Lake Forest II restrictions in accordance with Article IV, Section 5.05 of the Master Declaration of the CC&R’s.

I. SCOPE

The Policy and Procedure is applicable to all homeowners in Lake Forest II and subject to the provisions of the Master Declaration. It is enforced by the Lake Forest II Master Board of Directors who retain ultimate responsibility, and by all other persons or entities specifically granted the authority to do so by the Board of Directors.

II. PURPOSE

A policy and schedule of fines has been established by the Board of Directors and distributed to the homeowners of Lake Forest II to comply with the Master Declaration of the CC&R’s. The purpose of this policy is to address the issue of fines for “Chronic Violators.”
III. AUTHORITY

By resolution of the Board of Directors of Lake Forest II, the Hearing Board, the General Manager, and designated full time staff members are hereby directed to implement and enforce this policy as specified herein.

IV. GENERAL GUIDELINES

The following guidelines define a “Chronic Violator” and the procedures adopted for compliance.

A. A homeowner who receives three (3) “First” letters or notices for violation of the same section and paragraph of the Master Declaration of the CC&R’s in a six (6) month period is determined to be a “Chronic Violator.”

B. A homeowner/resident will be deemed a “Chronic Violator” by the Hearing Board if that homeowner/resident has been notified in writing three (3) times within a ninety (90) day period for the violation of not removing his/her trash containers from the curb within 24 hours of the trash collection. Thereafter, further violations within a one-year period involving non-removal of trash containers will be assessed an automatic fine in accordance with the Fine Schedule. The homeowner retains the right to due process by having the opportunity to appeal the fine before the Board of Directors.

C. A homeowner who is referred to the Hearing Board twice, for violation of the same Section and Paragraph of the Master Declaration of the CC&R’s within a twelve (12) month period is determined to be a “Chronic Violator.”

D. The Hearing Board has the authority to delay the implementation of a fine for a period up to 75 days under one or more of the specified circumstances (below), and only based on the homeowner’s personal appearance before the Hearing Board:

1. The homeowner has made a sincere effort to improve the property but a legitimate financial condition requires a delay in the correction of the violation.

2. The homeowner has scheduled several improvements to the property but the correction of the violation requires additional related work before the violation can be corrected (i.e., a roof is to be replaced next month and the painting cannot be completed until after the roof is replaced).

3. The homeowner has made every effort to communicate with staff and cooperate with the Association, but has been unable to complete the repairs due to the above conditions, family illnesses, weather, or other legitimate matters that may have contributed to the delay in repairing or correcting the violation.

In the event that homeowners designated as “Chronic Violators” are free and clear of all violations pertaining to the Section and Paragraph of the Master Declaration of the CC&R’s for which they were declared “Chronic Violators” for a period of twelve (12) consecutive months, they will be deleted from “Chronic Violator” status.

When the Hearing Board rules that a homeowner falls into the category of “Chronic Violator,” they will at that time, determine the course of action relative to recurrence of the violation. The action determined by the Hearing Board will go into effect immediately upon recurrence of the violation and expiration of the appeal period.

The homeowner will be notified of the Hearing Board’s decision and future fines to be assessed for any violation of the same Section and Paragraph of the Master Declaration of the CC&R’s.
Each time a violation recurs and a fine is assessed, the homeowner will be notified of his/her right to appeal the fine before the Master Board of Directors.

### LAKE FOREST II MASTER HOMEOWNERS ASSOCIATION

#### CC&R VIOLATION CATEGORIES AND FINES

**SCHEDULE OF MONETARY PENALTIES - CIVIL CODE 5855**

<table>
<thead>
<tr>
<th>VIOLATIONS</th>
<th>INITIAL FINE</th>
<th>SUCCESSIVE FINES</th>
<th>MAXIMUM FINE</th>
<th>CHRONIC PER VIOLATION</th>
<th>CHRONIC CON’T VIOLATION</th>
<th>CHRONIC PER MONTH</th>
<th>CHRONIC WEEK</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Non-residential use of a single family lot</td>
<td>$100</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>B. Animals:</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>- Barking</td>
<td>$50 per offense</td>
<td></td>
<td>$200</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Defecating</td>
<td>$50 per offense</td>
<td></td>
<td>$200</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Running loose</td>
<td>$50 per offense</td>
<td></td>
<td>$200</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Unapproved antennas/satellite dishes</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Unapproved improvements, alterations</td>
<td>$50</td>
<td>$50/week</td>
<td>$200</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>E. Temporary occupancy</td>
<td>$100</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>F. Trailers, Boats, Motor Vehicles:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Parking</td>
<td>$100 per ticket</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>- Parking (on private property)</td>
<td>$100</td>
<td>$100/week</td>
<td>$400</td>
<td>$100</td>
<td></td>
<td>$400</td>
<td></td>
</tr>
<tr>
<td>- Storage</td>
<td>$100 per ticket</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Storage (on private property)</td>
<td>$100</td>
<td>$100/week</td>
<td>$400</td>
<td>$100</td>
<td></td>
<td>$400</td>
<td></td>
</tr>
<tr>
<td>(The above followed with a letter to appeal.)</td>
<td></td>
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</tr>
<tr>
<td>G. Maintenance of lawns and plantings:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Weeds</td>
<td>$50</td>
<td>$50/week</td>
<td>$200</td>
<td>$50</td>
<td></td>
<td>$200</td>
<td></td>
</tr>
<tr>
<td>- Lawn</td>
<td>$50</td>
<td>$50/week</td>
<td>$200</td>
<td>$50</td>
<td></td>
<td>$200</td>
<td></td>
</tr>
<tr>
<td>- Groundcover</td>
<td>$50</td>
<td>$50/week</td>
<td>$200</td>
<td>$50</td>
<td></td>
<td>$200</td>
<td></td>
</tr>
<tr>
<td>H. Nuisance:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Oil</td>
<td>$50</td>
<td>$50/week</td>
<td>$200</td>
<td>$50</td>
<td></td>
<td>$200</td>
<td></td>
</tr>
<tr>
<td>- Debris</td>
<td>$50</td>
<td>$50/week</td>
<td>$200</td>
<td>$50</td>
<td></td>
<td>$200</td>
<td></td>
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<tr>
<td>- Noise</td>
<td>$50</td>
<td>$50/week</td>
<td>$200</td>
<td>$50</td>
<td></td>
<td>$200</td>
<td></td>
</tr>
<tr>
<td>I. Repair of building:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Painting</td>
<td>$50</td>
<td>$50/week</td>
<td>$200</td>
<td>$50</td>
<td></td>
<td>$200</td>
<td></td>
</tr>
<tr>
<td>- Repair</td>
<td>$50</td>
<td>$50/week</td>
<td>$200</td>
<td>$50</td>
<td></td>
<td>$200</td>
<td></td>
</tr>
<tr>
<td>J. Trash container and collections</td>
<td>$50</td>
<td>$50/week</td>
<td>$200</td>
<td>$50</td>
<td></td>
<td>$200</td>
<td></td>
</tr>
<tr>
<td>K. Clothes drying facilities</td>
<td>$25</td>
<td></td>
<td>$200</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>L. Sidewalk encroachment</td>
<td>$25</td>
<td></td>
<td>$200</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>M. Right of entry</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>N. Mineral exploration</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>O. Machinery and Equipment</td>
<td>$25 - $100</td>
<td>$25/week</td>
<td></td>
<td>$100</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P. Removal of trees:</td>
<td>$100 + replant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Removal of tree(s)</td>
<td>$100 + replant</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>- Improper trimming/storage of eucalyptus branches during Moratorium</td>
<td>$100</td>
<td>$25/week</td>
<td>$100</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Q. Disease and insects</td>
<td>$25</td>
<td></td>
<td>$200</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>R. Restriction on further subdivision</td>
<td>N/A</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>S. Signs</td>
<td>$25</td>
<td>$25/week</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>T. Christmas lights - left up after Feb 1</td>
<td>$25</td>
<td>$50/week</td>
<td>$200</td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

### POLICY/RULES INFRACTIONS CATEGORIES AND FINES

<table>
<thead>
<tr>
<th>POLICY/RULES INFRACTIONS CATEGORIES AND FINES</th>
<th>INITIAL FINE</th>
<th>SUCCESSIVE FINES</th>
<th>MAXIMUM FINE</th>
<th>CHRONIC PER VIOLATION</th>
<th>CHRONIC CON’T VIOLATION</th>
<th>CHRONIC PER MONTH</th>
<th>CHRONIC WEEK</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Abuse of staff and other members:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- 1st Offense</td>
<td>Warning</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- 2nd Offense</td>
<td>$50 - $100 (includes suspension)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>B. Illegal entry - Sun &amp; Sail Club:</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>- 1st Offense</td>
<td>Warning</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- 2nd Offense</td>
<td>$50 (and/or suspension)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>C. Deliberate or negligent damage to Association facilities, equipment, or common area</td>
<td>Reimbursement of repair costs, plus a fine equal to the amount of the reimbursement (and/or suspension)</td>
<td></td>
<td></td>
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<tr>
<td>D. Club Rules infractions:</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>- 1st Offense</td>
<td>Warning</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- 2nd Offense</td>
<td>$50 (and/or suspension)</td>
<td></td>
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</tr>
<tr>
<td>E. Violation of &quot;Consumption of Alcoholic Beverages Policy&quot;: May be escorted from Club Facilities</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>- 1st Offense</td>
<td>Automatic suspension of Club privileges for 15 days, and fine up to $50 imposed by Board of Directors</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Continued Violations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. Operation of motorized vehicles in Association common areas</td>
<td>$125 for first offense</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G. Unpaid Assessments/Violation Fines</td>
<td>Suspension of all privileges including Club and Facility Usage by the Board of Directors</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
LAKE FOREST II MHOA
NEIGHBOR-TO-NEIGHBOR DISPUTE RESOLUTION POLICY

This “Neighbor-to-Neighbor Dispute Resolution Policy” establishes a prerequisite to the involvement of the Lake Forest II Master Homeowners Association ("Association") in certain, limited “Neighbor-to-Neighbor Disputes.” Nothing herein is intended to be construed as an attempt to relieve the Association or the Board of Directors ("Board") from any of its duties under the Association’s Governing Documents. This Policy has been adopted pursuant to the Board’s rule-making powers set forth in Civil Code § 4355.

DEFINITIONS

1. “Neighbor-to-Neighbor Dispute” shall mean a dispute or complaint lodged by one Resident or Owner against another Resident or Owner which, in the Board’s sole discretion, does not impact the Association or its membership more broadly. 2. “ADR” shall mean Alternative Dispute Resolution; specifically, mediation or arbitration as defined in Civil Code § 5925.

3. “Written Certification” shall mean a letter signed by the disputing parties, certifying that (a) one party requested the other party to submit the dispute to ADR, and (b) either ADR was completed or the other party refused to submit the dispute to ADR.

POLICY TERMS

1. When a dispute or complaint is brought to the Board regarding interpretation of rights under, or enforcement of, the Governing Documents, the Board shall, at its next scheduled meeting, discuss the complaint or dispute and make a reasonable business judgment decision as to whether or not it constitutes a Neighbor-to-Neighbor Dispute. That decision will be based upon the Board’s evaluation of the particular facts and circumstances surrounding the dispute and the affected parties. The Board may consult with the Association's legal counsel in making its decision.

2. If the Board finds that the complaint or dispute constitutes a Neighbor-to-Neighbor Dispute, it shall notify the complaining/disputing party or parties of its decision.

3. The parties to the Neighbor-to-Neighbor Dispute shall then be required to use their best efforts to submit their dispute to ADR prior to seeking Association involvement in resolving the dispute. For ADR, this may be accomplished by the complaining party serving the other (responding) party or parties with a “Request for Resolution” in accordance with Civil Code § 5935.

4. Upon receiving written certification evidencing that the parties first attempted to resolve the Neighbor-to-Neighbor Dispute through ADR, the Board shall determine: (a) whether a violation of the Governing Documents exists which requires Association action, (b) whether Association enforcement is required under the particular circumstances and, if so, (c) the action to be taken by the Association in accordance with the Association’s enforcement policies and procedures.

THIS POLICY SHALL BE INAPPLICABLE TO ANY COMPLAINTS OTHER THAN NEIGHBOR-TO-NEIGHBOR DISPUTES
LAKE FOREST II MHOA
INTERNAL DISPUTE RESOLUTION (IDR) POLICY

Pursuant to Civil Code § 5905, the purpose of the Internal Dispute Resolution (IDR) Policy is to provide a fair, reasonable and expeditious procedure for resolving a dispute between the Association and a Member involving the parties’ rights, duties, or liabilities under the Davis-Stirling Common Interest Development Act, Civil Code § 4000 et seq, under the Nonprofit Mutual Benefit Corporations Law contained in Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code, or under the governing documents of the Association.

1. The Internal Dispute Resolution (IDR) process may be begun by either the Association or the Member (the “requesting party”) requesting the same in writing, and serving the other party (the “responding party”) with a copy of the written request by certified mail. If the process is invoked by a Member, the Association shall participate. If the process is invoked by the Association, the Member may elect not to participate in the procedure. Should the Member elect not to participate in the procedure, however, the Member shall thereby waive any right to appeal or ask the Board of Directors to reconsider any decision it may make regarding the dispute.

2. Within forty-five (45) days following the receipt of the written request for Internal Dispute Resolution by the responding party, the Board shall inform the Member in writing, by certified mail, of the representative or representatives it has designated to represent the Association in the process, and of a proposed date, time and place for the Association’s designated representative(s) and the Member to meet and confer in an attempt to resolve the dispute. The parties shall schedule and conduct the meet and confer within sixty (60) days following the responding party’s receipt of the written request for Internal Dispute Resolution. At the Member’s request, as an alternative to a meet and confer, the parties may mediate their dispute through the Mediation Committee of the Orange County chapter of the Community Associations Institute (CAI), if such mediation may be scheduled to occur within sixty (60) days following the responding party’s receipt of the written request for Internal Dispute Resolution, or if both parties agree to extend the time to complete mediation in the event that the Mediation Committee is unable to schedule a mediation within sixty (60) days. The Member shall not be charged a fee to participate in such a mediation; any fees shall be paid by the Association.

3. The parties are encouraged not to involve their attorneys in the IDR process, so that the parties may feel free to engage in direct and informal discussion. Should the Member decide to bring their attorney to the meet and confer or mediation, the Member shall give the Association ten (10) business days’ written notice of the same by fax, overnight mail or overnight delivery, so that the Association can arrange to have its attorney attend as well.

4. Whether the parties meet and confer or mediate their dispute, they shall each have the opportunity to state and explain their positions regarding the issue or matter in dispute. If during the meet and confer or mediation the Member and the Board’s representative(s) reach an agreement in principal regarding the manner in which the dispute may be resolved, they shall put the agreement in writing and the Member shall sign it. At the next regularly scheduled meeting following the meet and confer or mediation, the Board of Directors should consider the agreement and, if it is approved by a majority vote of a quorum of the Board, the President or Vice President of the Board shall sign the agreement, at which time the agreement shall become binding upon the Association and the Member. The agreement shall only become bind-
ing upon the parties if such action is taken by the Board of Directors. Should the Board of Directors decide to become bound by, and therefore sign, the agreement, a copy of the signed agreement shall be returned to the Member within fifteen (15) days following the Board’s execution of the agreement, and the original of the agreement shall be maintained in the Association’s business records.

5. If the parties do not reach tentative agreement at the meet and confer or mediation, the Board of Directors shall send its written decision regarding the issue or matter in dispute to the Member by certified mail, within fifteen (15) days following the next regularly scheduled meeting of the Board of Directors following the meet and confer or mediation. If the Member participates in the meet and confer or mediation but the dispute is resolved by decision of the Board of Directors rather than by agreement of the parties, the Member may appeal to the Board to reconsider its decision by submitting written request for the same to the Board of Directors, by certified mail, within fifteen (15) days of the Member’s receipt of the Board’s written decision. If the Association requested IDR and the Member refused to participate in the process, the Board of Director’s decision shall be final and not subject to reconsideration or appeal.
LAKE FOREST II MHOA
DELINQUENT ASSESSMENTS POLICY

Notice of Assessment Default Enforcement Policy - Civil Code §§5310(a)(7)

Regularly Monthly, Reimbursement and Special Assessments are due and payable in full on the first of each month. Payments are due and payable on the first day of each month and become subject to late payment penalty (described below) if not received by the twentieth day of the month. All other charges, including but not limited to, late fees, interest, reasonable collection costs and fines are due as incurred. The mailing address for overnight payment of assessments is: Lake Forest II MHOA, 24752 Toledo Way, Lake Forest, CA 92630. All Regular Monthly, Reimbursement and Special Assessments, late fees, interest and reasonable collection costs are subject to this section of the Collection Policy.

Payments received will be automatically applied in the following order: unpaid principal including Regular Monthly, Reimbursement and Special Assessments levied in accordance with the Declaration and Civil Code, cost of collection, including attorney’s fees, late fees, interest and CC&R violations. An owner is entitled to inspect Association accounting records to verify the amounts owed pursuant to Corporations Code Section 8333.

Owners may request a meeting with the Board of Directors of the Association to discuss the delinquent account and/or request a payment plan at anytime during the collection process. Please note the Board of Directors also has the authority to suspend all privileges, if the Association account is not kept in a good standing.

The following action will be taken to collect delinquent Regular Monthly, Reimbursement and Special Assessments.

1. Approximately twenty days after the due date a late fee ($10) is assessed on each past due regular monthly, reimbursement and special assessment.

2. Approximately thirty days after due date management sends a past due statement for all outstanding charges on account (assessments, late fees, interest, collection costs). Currently the charge for this is fifteen dollars ($15).

3a. Approximately sixty to seventy days after the due date an 'Intent to Lien' and 'Demand for Payment' letter is sent to the Owners by certified mail. Charges incurred for this letter will be levied against the delinquent account. Currently the charge for this is twenty-five dollars ($100).

3b. Approximately ninety days after the due date a Final Notice is sent at the Association’s option. Currently the charge for this is twenty-five dollars ($25).
4a. Approximately one hundred days after the due date a Notice of Delinquent Assessment Lien will be filed against the delinquent property and charges for its processing and recording will be levied against the delinquent account. Currently the charge for this is one hundred forty dollars ($250).

4b. Copy of recorded document will be sent to Owners of record by certified mail in accordance with Civil Code.

5. Upon receipt of payment in full, a Release of Lien will be prepared and recorded. Copies will be sent to all Owners of record. Cost of preparation and recording are charged to the owner. Currently the charge for this is twenty-five dollars ($25).

6. Approximately one hundred forty-five days after the due date the account will be referred to the Association attorney or collection agent. All fees and costs of collection will be charged to delinquent Owners.

7. Delinquent assessments or dues in excess of one thousand eight hundred dollars ($1,800) or more than 12 months delinquent, upon authorization of the Board, a Notice of Intent to Foreclose will be sent to Owner. Delinquent Owner will be liable for payment of the associated fees and costs. Copies will be sent to all Owners of record. Currently the charge for this is twenty-five dollars ($100).

8. Approximately thirty days after the due date interest will be charged on regular monthly, reimbursement and special assessments, late fees, interest and collection fees at the rate of 10% per annum, pursuant to the Civil Code. LAKE FOREST II MASTER HOME-OWNERS ASSOCIATION DELINQUENT ASSESSMENTS POLICY

9. Copies of documents to all Owners of record in accordance with the Civil Code: a) One copy only - no charge b) Handling fee for additional copies - to be determined.

10. Returned payments, for any reason, will result in a $25 charge per occurrence.

NOTE: All fees may be subject to change.

Dispute Resolution Procedure Summary – Civil Code §§5310(a)(9), 5920, 5965

Notice of statutory right of Alternative Dispute Resolution (“ADR”)

The California Civil Code provides for the resolution of disputes regarding nonpayment of assessments through ADR or IDR as set forth in the California Civil Code (Section 5685(b) and Section 5900).

You have the right to dispute the assessment debt by submitting a written request for dispute resolution to the Association pursuant to the Association’s “meet and confer” program.
required in Civil Code Section 5900. You have the right to request alternative dispute resolution with a neutral third party pursuant to Civil Code Section 5925 before the Association may initiate foreclosure against your separate interest, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.

**Alternative Dispute Resolution Disclosure**

The California Civil Code requires an “Alternative Dispute Resolution” procedure to be followed by Homeowners Associations and their Members, if and when a dispute arises between them concerning the Declarations, the Bylaws or the Rules and Regulations.

Certain disputes between Owners and the Association relating to enforcement of the Lake Forest II Declaration, its Bylaws or Rules and Regulations must first be offered to be submitted to the Alternative Dispute Resolution Process (“ADR”), if certain criteria are met. Specifically, claims solely for declaratory or injunctive relief, or for declaratory or injunctive relief in conjunction with a claim for damages not exceeding $5,000.00, except Association assessments, must first be offered to be submitted to “ADR”. Alternative Dispute Resolution is also not required if the statute of limitations for commencing the action would run within one hundred and twenty (120) days.

If either party to the dispute does not offer “ADR” to the other party, they may not be able to file and maintain a lawsuit regarding the dispute. The exceptions to this rule, as well as the specific procedures to be followed are set forth in the Civil Code. We are required by the statute to tell you that:

“Failure by any member of the Association to comply with the alternative dispute resolution requirements of Civil Code 5930 may result in the loss of your rights to sue the Association or another member of the Association regarding enforcement of the governing documents or the applicable law.”

The process may be initiated by serving on the other party a “Request for Resolution” form, copies of which are available at the Lake Forest II office, as are copies of Civil Code Section 5925 itself. The request must include (i) a brief description of the dispute, (ii) a request for ADR, (iii) a notice that a response must be received within thirty (30) days or it will be deemed rejected, and (iv) a copy of the Civil Code Sections 5925 to 5965.

**Internal Dispute Resolution Disclosure**

The California Civil Code Section 5920, requires that a description of the Association’s Internal Dispute Resolution policy be disclosed to its members on an annual basis. The following Internal Dispute Resolution (IDR) Policy was adopted by the Board of Directors on December 7, 2005.
Pursuant to Civil Code 5905, the purpose of the Internal Dispute Resolution (IDR) Policy is to provide a fair, reasonable and expeditious procedure for resolving a dispute between the Association and a Member involving the parties’ rights, duties, or liabilities under the Davis-Stirling Common Interest Development Act, Civil Code 4000, under the Nonprofit Mutual Benefit Corporations Law contained in Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code, or under the governing documents of the Association.

**Internal Dispute Resolution Disclosure - continued**

1. The Internal Dispute Resolution (IDR) process may be begun by either the Association or the Member (the “requesting party”) requesting the same in writing, and serving the other party (the “responding party”) with a copy of the written request by certified mail. If the process is invoked by a Member, the Association shall participate. If the process is invoked by the Association, the Member may elect not to participate in the procedure. Should the Member elect not to participate in the procedure, however, the Member shall thereby waive any right to appeal or ask the Board of Directors to reconsider any decision it may make regarding the dispute.

2. Within forty-five (45) days following the receipt of the written request for IDR by the responding party, the Board shall inform the Member in writing, by certified mail, of the representative or representatives it has designated to represent the Association in the process, and of a proposed date, time and place for the Association’s designated representative(s) and the Member to meet and confer in an attempt to resolve the dispute. The parties shall schedule and conduct the meet and confer within sixty (60) days following the responding party’s receipt of the written request for IDR. At the Member’s request, as an alternative to a meet and confer, the parties may mediate their dispute through the Mediation Committee of the Orange County chapter of the Community Associations Institute (CAI), if such mediation may be scheduled to occur within sixty (60) days following the responding party’s receipt of the written request for IDR, or if both parties agree to extend the time to complete mediation in the event that the Mediation Committee is unable to schedule a mediation within sixty (60) days. The Member shall not be charged a fee to participate in such a mediation; any fees shall be paid by the Association.

3. The parties are encouraged not to involve their attorneys in the IDR process, so that the parties may feel free to engage in direct and informal discussion. Should the Member decide to bring his/her/its attorney to the meet and confer or mediation, the Member shall give the Association ten (10) business days’ written notice of the same by fax, overnight mail or overnight delivery, so that the Association can arrange to have its attorney attend as well.
4. Whether the parties meet and confer or mediate their dispute, they shall each have the opportunity to state and explain their positions regarding the issue or matter in dispute. If during the meet and confer or mediation the Member and the Board’s representative(s) reach an agreement in principal regarding the manner in which the dispute may be resolved, they shall put the agreement in writing and the Member shall sign it. At the next regularly scheduled meeting following the meet and confer or mediation, the Board of Directors should consider the agreement and, if it is approved by a majority vote of a quorum of the Board, the President or Vice President of the Board shall sign the agreement, at which time the agreement shall become binding upon the Association and the Member. The agreement shall only become binding upon the parties if such action is taken by the Board of Directors. Should the Board of Directors decide to become bound by, and therefore sign, the agreement, a copy of the signed agreement shall be returned to the Member within fifteen (15) days following the Board’s execution of the agreement, and the original of the agreement shall be maintained in the Association’s business records.

5. If the parties do not reach tentative agreement at the meet and confer or mediation, the Board of Directors shall send its written decision regarding the issue or matter in dispute to the Member by certified mail, within fifteen (15) days following the next regularly scheduled meeting of the Board of Directors following the meet and confer or mediation. If the Member participates in the meet and confer or mediation but the dispute is resolved by decision of the Board of Directors rather than by agreement of the parties, the Member may appeal to the Board to reconsider its decision by submitting written request for the same to the Board of Directors, by certified mail, within fifteen (15) days of the Member’s receipt of the Board’s written decision. If the Association requested IDR and the Member refused to participate in the process, the Board of Director’s decision shall be final and not subject to reconsideration or appeal.
LAKES FOREST II
CC&R CHRONIC VIOLATOR POLICY

The Lake Forest II Master Homeowners Association may levy fines for violations of the Lake Forest II restrictions in accordance with Article IV, Section 5.05 of the Master Declaration of the CC&R's.

I. SCOPE

The Policy and Procedure is applicable to all homeowners in Lake Forest II and subject to the provisions of the Master Declaration. It is enforced by the Lake Forest II Master Board of Directors who retain ultimate responsibility, and by all other persons or entities specifically granted the authority to do so by the Board of Directors.

II. PURPOSE

A policy and schedule of fines has been established by the Board of Directors and distributed to the homeowners of Lake Forest II to comply with the Master Declaration of the CC&R's. The purpose of this policy is to address the issue of fines for “Chronic Violators.”

III. AUTHORITY

By resolution of the Board of Directors of Lake Forest II, the Hearing Board, the General Manager, and designated full time staff members are hereby directed to implement and enforce this policy as specified herein.

IV. GENERAL GUIDELINES

The following guidelines define a “Chronic Violator” and the procedures adopted for compliance.

A. A homeowner who receives three (3) “First” letters or notices for violation of the same section and paragraph of the Master Declaration of the CC&R’s in a six (6) month period is determined to be a “Chronic Violator.”

B. A homeowner/resident will be deemed a “Chronic Violator” by the Hearing Board if that homeowner/resident has been notified in writing three (3) times within a ninety (90) day period for the violation of not removing his/her trash containers from the curb within 24 hours of the trash collection. Thereafter, further violations within a one-year period involving non-removal of trash containers will be assessed an automatic fine in accordance with the Fine Schedule. The homeowner retains the right to due process by having the opportunity to appeal the fine before the Board of Directors.
C. A homeowner who is referred to the Hearing Board twice, for violation of the same Section and Paragraph of the Master Declaration of the CC&R's within a twelve (12) month period is determined to be a “Chronic Violator.”

D. The Hearing Board has the authority to delay the implementation of a fine for a period up to 75 days under one or more of the specified circumstances (below), and only based on the homeowner’s personal appearance before the Hearing Board:

1. The homeowner has made a sincere effort to improve the property but a legitimate financial condition requires a delay in the correction of the violation.

2. The homeowner has scheduled several improvements to the property but the correction of the violation requires additional related work before the violation can be corrected (i.e., a roof is to be replaced next month and the painting cannot be completed until after the roof is replaced).

3. The homeowner has made every effort to communicate with staff and cooperate with the Association, but has been unable to complete the repairs due to the above conditions, family illnesses, weather, or other legitimate matters that may have contributed to the delay in repairing or correcting the violation.

E. In the event that homeowners designated as “Chronic Violators” are free and clear of all violations pertaining to the Section and Paragraph of the Master Declaration of the CC&R’s for which they were declared “Chronic Violators” for a period of twelve (12) consecutive months, they will be deleted from “Chronic Violator” status.

F. When the Hearing Board rules that a homeowner falls into the category of “Chronic Violator,” they will at that time, determine the course of action relative to recurrence of the violation. The action determined by the Hearing Board will go into effect immediately upon recurrence of the violation and expiration of the appeal period.

G. The homeowner will be notified of the Hearing Board’s decision and future fines to be assessed for any violation of the same Section and Paragraph of the Master Declaration of the CC&R’s.

H. Each time a violation recurs and a fine is assessed, the homeowner will be notified of his/her right to appeal the fine before the Master Board of Directors.
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<tr>
<th>Issue</th>
<th>Entity</th>
<th>Phone Number</th>
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<td>Police/Fire/Paramedic</td>
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<td>Southern California Edison</td>
<td>949-655-4555</td>
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<td>Gas Company</td>
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<td>800-427-2200</td>
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<td>Animal Control</td>
<td>OC Animal Care</td>
<td>714-935-6848</td>
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<td>Graffiti Hotline</td>
<td>City of Lake Forest</td>
<td>949-461-3583</td>
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<tr>
<td>Fire (Non-Emergency)</td>
<td>Orange County Fire Authority</td>
<td>714-573-6000</td>
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<td>Trash/Recycling/Green Waste</td>
<td>CR&amp;R</td>
<td>877-728-0446</td>
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<td>800-222-1222</td>
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<td>Orange County Sheriff</td>
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