

FOOTHILL RANCH MAINTENANCE CORPORATION

RULES AND REGULATIONS

Updated 10/24/05

FOOTHILL RANCH MAINTENANCE CORPORATION RULES AND REGULATIONS

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FOOTHILL RANCH MAINTENANCE CORPORATION
Rules and Regulations

**FOOTHILL RANCH MAINTENANCE CORPORATION
A PLANNED COMMUNITY**

MEMBERSHIP INFORMATION

The Foothill Ranch Maintenance Corporation offers many advantages to the homebuyer. In order to protect and preserve these benefits, however, certain limitations and restrictions are placed on members of the Corporation.

Foothill Ranch Maintenance Corporation is a California non-profit corporation consisting of those owners of homes within the ultimate boundaries of the Corporation.

The purpose of Foothill Ranch Maintenance Corporation is to ensure that the common area amenities will be maintained in an attractive manner and for the enjoyment of all residents. Your automatic membership in the Corporation provides a membership base to share in the present and future costs of maintaining the common areas.

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

Although these rules and regulations support the CC&Rs, they do not cover the entirety of the document. Please be sure to read the CC&Rs carefully and any supplemental CC&R's which pertain to your development.

FOOTHILL RANCH MAINTENANCE CORPORATION
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DELINQUENCY POLICY

1. Assessments are due and payable in full on the first of each month. All other charges including but not limited to late fees, interest, collection costs and fines are due as incurred. All assessments, late fees, interest and collection costs are subject to the delinquency policy.
2. Payments received will be applied in the following order: unpaid principal including assessments and special assessments levied in accordance with the Declaration and Civil Code, late fees, collection fees, interest and CC&R violation fines.
3. Any request for special consideration must be submitted to the Board prior to the assessment becoming more than 60 days past due.
4. **NOTICE OF STATUTORY RIGHT OF ALTERNATIVE DISPUTE RESOLUTION (“ADR”).**
 California Civil Code Section 1366.3 provides for the resolution of disputes regarding non-payment of assessments through ADR as set forth in California Civil Code Section 1354, provided that the owner, within thirty (30) days of the recording of a Notice of Delinquent Assessment, does all of the following:
 - a) Pays in full to the Association the amount of the assessments in dispute, late charges, interest and all fees and costs associated with the preparation and filing of a Notice of Delinquent Assessment (lien), including all mailing costs, and including attorneys fees not to exceed four hundred twenty-five dollars (\$425).
 - b) That during said thirty (30) days following the recording of the Notice of Delinquent Assessment (lien), the owner states to the Association in a written notice, mailed by certified mail, that the amount is paid under protest.

	<u>Action to be Commenced</u>	<u># of Days After Due Date</u>	<u>Charge to Homeowner’s Account*</u>
5.	Late fee assessed on past due assessments	30	\$10.00
6.	Management sends a past due statement for all outstanding charges on the account (assessments, late fees, interest, collection).	30	No Charge
7a.	An ‘Intent to Lien’ letter is sent to the owners by certified mail. Charge incurred for this letter will be levied against the delinquent account.	60	\$70.00
7b.	Documents and processing provided in accordance with Speier Bill (CC 1367) including account detail, delinquency policy, and fine policy.		
7c.	The account will be referred to a collection agency. A title check fee.		\$25.00
8a.	A Notice of Delinquent Assessment Lien will be filed against the delinquency property and charges for its processing and recording will be levied against the delinquent account.	90	\$150.00
8b.	Copy of recorded document will be sent to owners of record by certified mail in accordance with Speier Bill (CC 2924b).		
8c.	One copy only.		No Charge
8d.	Additional copies		\$10.00
9a.	Upon receipt of payment in full, a Release of Lien will be recorded. Copies will be sent to all owners or record.		\$25.00
9b.	One copy only		No Charge
9c.	Additional copies		\$10.00
10a.	Upon authorization of the Board of Directors, a Notice of Intent to Foreclose will be sent to the owner. Delinquent owner will be liable for payment of fees and costs. Copies will be sent to all owners of record.	105	\$25.00
10b.	Handling fee for copies to multiple owners.		\$10.00 each
11.	Account will be referred to the Association attorney or collection agent. All legal fees and costs of collection will be charged to the delinquent owner.	135	Legal fees and costs
12.	Interest will be charged on assessments, late fees, interest and collection fees.	30	12% per annum

* All fees may be subject to change without notice.

Date: Adopted 1/8/96
 Revised: 6/1/02

COMMON AREA RULES

1. Homeowners are prohibited from destroying, removing or altering landscaping in the common area, regardless of the condition of the plantings. The Board of Directors will only install new plant material during the months of October through May.
2. Littering of the common areas is not permitted.
3. Sanitary trash containers must be maintained in an area not visible from any neighboring residential Lot, Condominium or Common Area. Trash containers may be placed at curbside the evening prior to pick-up and must be removed from the front of house the evening after pick-up. Trash containers should not exceed a 24 hour period in front of homes.
4. Skateboards, bicycles, tricycles, motorcycles and any other form of wheeled toy or vehicle are prohibited on any of the landscaped area or private property of other owners.
5. All rear yard fencing maintained by the Corporation shall remain as installed by the merchant builder. There shall be no modifications to rear yard fencing and/or perimeter fencing as the Corporation maintains said fencing per the legal documents for a tract.

COMMON AREA ACCESS POLICY

1. Homeowners are not permitted to destroy, add, remove or alter landscaping in the common area.
2. Access into the Wilderness Park is not permitted from the Association's common area. The Park entrance is located on Portola. Access from homeowner's back yards is not permitted as this access causes new trails into the park, thus causing erosion of both properties and may disturb the wildlife habitat.
3. The fuel modification areas will be maintained in accordance with the County of Orange and Orange County Fire Authority.
4. Rear yard gates are not permitted in common area fencing. Access onto common area lots is not permitted.
5. Common area slopes are maintained by the Corporation and are for the aesthetic enjoyment of all members.

COMMON AREA TREE AND SHRUB PLANTING POLICY

GENERAL SHRUB AND TREE PLANTING POLICY:

- 1) Shrubs should always be planted first in areas requiring new or replacement vegetation unless:
 - a) The planting of a tree will enhance the growth of the shrubs or other vegetation in the area (shading, etc. and/or at the discretion of the property manager and/or Board of Directors, the overall area will be enhanced by the planting of one or more trees for protection, balance or beauty of the common area.
- 2) Trees should not be planted at the expense of required shrubs or other vegetation needed elsewhere within the common area.
- 3) Trees should be planted so as not to contaminate, damage, obstruct views or otherwise adversely affect the property of owners within the community, although the property manager and/or Board of Directors reserves the right to make this determination based on the good of the common areas in general or the community as a whole.
- 4) The cost for the purchase and planting of trees shall not exceed the monthly or yearly budget set forth for the planting for new or replacement shrubs, trees and other vegetation within the common areas.
- 5) Only trees on the approved planting list will be allowed in the common areas and trees must be planted using the current specifications on file and/or those provided by the property management and/or Board of Directors authorized horticulturist.

REQUEST FOR TREES FROM HOMEOWNERS

- 1) The planting of trees at the written requests of homeowners, if necessary, will be at the discretion of the Property Manager and/or Board of Directors and will be subject to the guidelines as set forth in the General Tree Planting Policy above. In addition, at the written request of the Property Manager and/or Board of Directors, a Neighbor Notification form will need to be completed by the homeowner requesting the tree(s).
- 2) All trees planted on behalf of the Foothill Ranch Maintenance Corporation in its common areas, whether requested by a homeowner, the Property Manager and/or Board of Directors, will be the property and maintenance responsibility of the Foothill Ranch Maintenance Corporation, and therefore will have sole discretion as to a tree's continued upkeep or removal if necessary.

TENANT RULES AND REGULATIONS

1. The homeowner shall have the responsibility to acquaint their tenants and guests with the Rules and Regulations of the Corporation.
2. For purpose of these Rules and Regulations a tenant shall be defined as anyone in possession of a member's home in exchange for any sort of consideration, or at the sufferance of the homeowners.
3. Violations will be assessed against the member even though the infraction was committed by a tenant or guest.
4. All leases shall include a clause stating that any failure by the lessee to comply with the terms of the Master Corporation's documents shall be a default under the lease.
5. No such lease or rental of a condominium or lot shall be for a term of less than thirty (30) days.

FOOTHILL RANCH MAINTENANCE CORPORATION
Rules and Regulations

PARKING RULES
(Effective December 6, 2004)

1. Parking Rules will be strictly enforced of all motorized vehicles.
2. All vehicles owned and operated by an owner or resident (whether a family member, tenant, or other person whose primary residence is within the Foothill Ranch Development) must be parked in the garage and/or must be parked wholly on the driveway of the owner's lot. The Board, in its discretion, may grant an exception to this rule if an owner or resident possesses more motor vehicles than can be accommodated in the garage or on the driveway of the lot (assuming the driveway and garage are maintained so that each is able to accommodate the maximum number of motor vehicles for which each was designed).
3. With the exception of maintenance vehicles or equipment, all motor vehicles shall be operated only upon paved roads within the Properties. No off-road riding will be permitted.
4. Member is responsible for all parking violations of tenants, residents, and guests. A guest is defined as any person visiting a resident for a period of time not to exceed thirty (30) days; provided, however, the Board may, in its discretion, grant an extension of the thirty (30) day period upon application by a resident and if the Board determines the circumstances merit an extension. Otherwise, persons visiting for periods in excess of thirty (30) days shall be deemed a resident for purposes of these parking rules.
5. No Owner or resident shall park, store or keep on any lot or street (public or private) within the Development any large commercial-type vehicles (including, but not limited to, any dump trucks, cement mixer truck, oil or gas truck, or delivery truck, and the like); any recreational vehicle (including, but not limited to, any camper unit, house/car or motor home); any bus, trailer, or any inoperable vehicle; or any other similar vehicle or vehicular equipment deemed to be a nuisance by the Board, unless parked in the garage with the garage door closed or adequately screened from view by way of a structure approved by the Architectural Committee; provided, however, not more than one recreational vehicle may be parked in the garage if it would result in the resident not having sufficient space to accommodate all other motor vehicles on the lot. Recreational vehicles may be temporarily parked for loading and unloading purposes as provided herein below (per CC&Rs, Article VII, Section 7.20).
6. Vehicles shall not be overhauled, nor shall repairs be conducted on any portion of the properties except in owner's garage when garage door is closed. Vehicles in disrepair or vehicles deemed unsightly must be stored in the garage or off premises (per CC&R's Article VII, Section 7.7.20).
7. No garage, trailer, camper, motor home, or recreational vehicle shall be used as a residence in the properties, either temporarily or permanently.
8. Recreational Vehicles may be parked on streets or in driveways for loading and unloading for a period of up to seventy-two (72) hours.
9. Garage doors shall remain closed except as reasonably required for ingress and egress (per CC&R's, Article VII, Section 7.7.20).
10. Driveways must be kept clean and free of oil and rust stains.

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PORTABLE BASKETBALL BACKBOARD RULES
(Revised 7/01/00)

Portable, free-standing basketball backboards are not permitted in the right-of-way (street, sidewalk and curb and gutter area). If any portable, free-standing basketball backboards are in these areas, contact the City of Lake Forest at 949/461-3480.

FOOTHILL RANCH MAINTENANCE CORPORATION

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PET RULES

1. Domestic dogs, cats, caged birds, fish or other customary household pets may be kept provided that they are not kept, bred or raised for commercial purposes or kept in unreasonable quantities or sizes on any Lot or Condominium. Unreasonable quantities shall ordinarily mean more than two household pets per residence; provided, however, that the Board of Directors may determine that a reasonable number in any instance may be more or less.
2. Animals must be either kept within an enclosure, an enclosed yard or on a 6" leash being held by a person capable of controlling the animal.
3. Local County municipal ordinances regarding leash laws will be strictly enforced.
4. Each member is responsible for removing defecation of their dog, cat or other animal from the Corporation's property or neighbors' property.
5. Excessive dog barking or other animal noise will be deemed a nuisance.
6. Upon receiving one (1) letter from a homeowner regarding a dog nuisance, the homeowner in violation will receive a courtesy notice regarding the complaint.
 - In order to continue the violation process, the complaint must be received from two (2) or more homeowners regarding the dog nuisance, as well as documentation that the homeowners complaining have filed a complaint with Orange County Animal Control. Once this documentation has been received, the homeowner in violation will be notified of a 60 day notice to correct the complaint.
 - If more complaints are received within the 60 day period, the homeowner will be immediately called to a hearing to discuss the violation with the Board of Directors.
 - If no complaints are received within the 60 day period, the violation will be cleared.
7. Each homeowner will be held responsible for any damage to the common areas due to his/her pet(s). In addition, each homeowner will be responsible for any damage to the property of another due to his/her pet(s), either by financial reimbursement or corrective action to be determined by the Board of Directors.
8. The Corporation shall have the right to prohibit housing to any animal which constitutes a nuisance.

**THE ROLE OF ORANGE COUNTY ANIMAL CONTROL (OCAC) IN
RESOLVING DOG BARKING ISSUES**

If you are experiencing a nuisance by a barking dog, you may wish to register your complaint with OCAC at 714/935-6942.

Once a complaint is initiated, a resolution will follow the listed below format:

- A postcard will be sent to the owner explaining that a complaint has been filed.
- If the problem remains in 7-10 days, call OCAC with the name and address of the dog owner. At this time a formal letter will be sent advising them of the potential legal actions pending if the nuisance continues.
- If the problem remains in 10-14 days, call OCAC and you will be sent a Nuisance Statement Form to be completed and returned.
- An OCAC officer will then provide the owner with a Notice to Abate. This means that the owner has an additional 15 days to stop the problem. Simultaneously you will be sent a Petition Packet which gives you and your neighbors 60 days to collect evidence as outlined in the packet.
- Once your packet is complete, return it to OCAC and your case will be prepared. Keep in mind that at least 2 of your neighbors must be willing to appear in court to testify against the owner.
- Lastly, a Notice to Appear will be provided to the owner, a court date will be assigned, and a judge will hear the case.

Remember, this process takes time and gathering the information is the complaining party's responsibility.

SIGNAGE RULES

1. No sign, poster, billboard, advertising device or other display shall be displayed on the properties without the approval of the Architectural Committee.
2. A “Real Estate for Sale, Lease or Rent” sign may be displayed on each Lot or from each Condominium. Such signs may not be displayed on Community Properties.
3. No sign may be attached to the exterior walls of a residence.
4. One day signs: Guest and party signs with balloons are allowed for directions to the parks and/or homes and must be removed after the event.

Note: All signs must conform to the requirements of all applicable governmental ordinances.

OPEN HOUSE RULES

1. Owners (or their guests) wishing to advertise “Open House” for the purpose of selling their residence, must use a standard sign with restrictions on type, location and quantity.
2. Signs are to conform to the following:
 - a. No larger than 10” X 30”.
 - b. The words “Open House” and an arrow only.
3. The owner of the sign shall identify the sign as his/hers in an area no larger than 2” X 3”.
4. Only one (1) sign (in total) per corner on major streets (a major street is defined as any street outside of the various developments). At a four-way intersection, there are four (4) corners where only four (4) signs may be placed.
5. Signs may not remain on Community Property overnight.
6. No riders or flags are permitted.
7. “Open House” signs may be posted on **Thursdays, Fridays, Saturdays and Sundays only.**
8. Signs not complying with the Guidelines will be removed by the patrol service. These signs will be kept for forty-eight (48) hours and then, if not claimed, may be discarded.
9. The owner of the residence for sale is solely responsible for adherence to the Guidelines.
10. Owners not complying with the Guidelines will be subject to Enforcement Policies.

GARAGE SALES SIGN POLICY

1. Residents wishing to advertise “Garage Sale” for purposes of selling their goods must use a standard sign with restrictions on type, location and quantity.
2. Only one (1) sign (in total) per corner on major streets (a major street is defined as any street outside of the various developments). At a four-way intersection, there are four (4) corners where only four (4) signs may be placed.
3. No rider or flags are permitted.
4. “Garage Sale” signs may be posted on **Saturdays and Sundays only**.
5. Signs not complying with the Guidelines will be removed.
6. The owner of the residence having the garage sale is solely responsible for adherence to the Guidelines.
7. Owners not complying with the Guidelines will be subject to Enforcement Policies.
8. The owner of a residence wishing to sponsor a group or large community garage sale must seek written approval from the Board of Directors. A group or Realtor sponsored garage sale can be held, with permission of the Board of Directors, one every 3 months, or 4 times per year, **during the months of January, April, July and September on the second Saturday/Sunday only.**

ADDITIONAL RULES

Holiday Lighting Policy

Holiday lighting is permitted without architectural approval from November 1st through January 31st only.

REAR YARD WROUGHT IRON FENCE POLICY

1. Homeowners may attach plastic mesh/screening or vinyl coated wire mesh with plastic removable attachments to the rear wrought iron fencing, as approved by the Architectural Committee, on a temporary basis to discourage animals from entering their yard or in an attempt to keep their animals in their yards.
2. Plastic mesh/screening or vinyl coated wire mesh must match the color of the wrought iron fencing. Subject to architectural approval, the homeowner may install mesh/screening or vinyl coated wire mesh of a different color.
3. The plastic mesh/screening or vinyl coated wire mesh must be removed for any repairs or painting which are performed by the Corporation upon written notice to the homeowner.
4. Chicken wire, other metal wire fencing or other metal types of attachments to the wrought iron fencing are not permitted.
5. Wire mesh or other types of wire fencing can be installed if it is free standing and is not affixed to the corporation wrought iron fence in any manner. It can be supported by wooden or metal stakes at a maximum height of 24" and a minimum distance of 6" away from the rear wrought iron fence on the inside of the homeowner's yard as long as it allows for repairs or painting of the fence by the corporation.
6. Vines and/or any other plant material shall not be attached to any portion of the Association maintained rear yard wrought iron fence at any time.
7. Non-clinging vines and/or any other plant material can be installed adjacent to the Association maintained rear yard wrought iron fence as long as it is attached to a trellis or other support device. Attaching any type of plant material to the Association maintained rear yard wrought iron fence is prohibited.
8. Homeowners are to be aware that it is necessary to regularly maintain the rear yard wrought iron fence. Homeowners will be contacted in writing and must respond immediately by removing or trimming back any plant material as necessary.
9. It is the responsibility of the homeowner to remove and make available, those exterior surfaces necessary for maintenance, etc.
10. The Association maintains the right for regular access for maintenance purposes as per the CC&Rs, Article V, Section 5.1 (f), Rights of Entry and Enforcement.
11. In some cases, the rear wrought iron fencing wraps around to the side of certain homeowner lots. This policy applies to side yard fencing as well.

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**FOOTHILL RANCH MAINTENANCE CORPORATION
BORREGO PARK/ALTON PARK/BORREGO CANYON OVERLOOK PARK
AND FOOTHILL RANCH COMMUNITY PARK
RULES**

PARK HOURS – Sunrise to Sunset

1. Dogs and cats must be on leashes not to exceed 6 feet in length. Removal of animal waste is the responsibility of the animal's owner or custodian.
2. Fire arms or weapons are not permitted in the parks.
3. Vehicles may not be off the driveways or parking areas.
4. Reckless use of bicycles, skateboards and roller-skates/blades is not permitted in the parks, and in all cases, pedestrians are given the right of way.
5. Fires are authorized only in designated areas.
6. Alcoholic beverages are not allowed in the parks.
7. California Uniform Controlled Substance Act is applicable in all parks and at all times.
8. Horses are permitted in designated areas.
9. Motorcycles and motorized bicycles may be operated only on driveways and on parking lots.
10. Overnight camping and overnight parking are prohibited.
11. Golfing, archery, and model airplanes are not permitted in the parks.
12. All litter must be removed from the park or placed in the trash receptacles.
13. All ordinances governing the use of these parks may apply.

Report all misuse of the parks and acts of vandalism to Merit Property Management, Inc. at 949/448-6000 or the Sheriff's Department at 949/425-1800.

Please respect the use of our parks – they are here for everyone's enjoyment.

**USE OF ALTON, BORREGO, BORREGO CANYON OVERLOOK
AND FOOTHILL RANCH COMMUNITY PARKS
FOR PARTIES ERECTING INFLATABLE, BOUNCING TEMPORARY
STRUCTURES OR OTHER FUNCTIONS WITH OVER 50 PEOPLE**

The Board of Directors for Foothill Ranch Maintenance Corporation approved a release and waiver of liability and indemnity agreement for the use at the Parks to erect temporary play equipment such as “jumpers” and “bouncing inflatable play structures” for parties, and any other structures or events held at the parks which may increase the liability to the Corporation.

The homeowner is to provide the following one (1) week prior to the event:

1. A copy of your homeowner’s insurance policy showing that it is in force.
2. The company erecting the play structure or other company or homeowner function to provide a Certificate of Insurance naming Foothill Ranch Maintenance Corporation as additionally insured in the amount of \$1 million dollars and Indemnify and Hold Harmless the Foothill Ranch Maintenance Corporation.
3. Complete the Release and Waiver of Liability and Indemnity Agreement.
4. A refundable damage deposit of \$250.00 is required for all events. Please make check payable to Foothill Ranch Maintenance Corporation.

Please send the above to Foothill Ranch Maintenance Corporation, C/O Merit Property Management, Inc. at 1 Polaris Way #100, Aliso Viejo, CA 92656 or fax to 949/448-6400.

Revised: 6/20/97

FOOTHILL RANCH MAINTENANCE CORPORATION
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**RELEASE AND WAIVER OF LIABILITY
AND INDEMNITY AGREEMENT**

This Release and Waiver of Liability and Indemnity Agreement is executed by the undersigned with reference to the following facts and purposes:

The undersigned desires to use or erect for temporary use one or more inflatable structures, other play equipment or petting zoos, clowns, or any other equipment within the Foothill Ranch Maintenance Corporation's (hereinafter referred to as "Association") Common Area parks, (hereinafter referred to as "Parks"). Such inflatable structures include, but are not limited to structures which, usually, children may go inside to play in, jump on, roll around in, or otherwise use for individual or group recreational play, petting zoos, clowns, temporary play equipment, and any other equipment.

The Association has agreed to allow such structures or other temporary play equipment to be erected for temporary use under certain conditions, whereby the undersigned agrees to take responsibility for any property damage or bodily injury to the undersigned, minor children of the undersigned, or guests or invitees of the undersigned, including but not limited to parents/guardians of other minor children, other minor children, and the owners/operators of such inflatable structures or other temporary play equipment, petting zoos, clowns, or other equipment.

The undersigned acknowledges that the use or erection of such inflatable structures, play equipment, or other equipment is not proceeding, and will not proceed, under the Association's control, supervision or endorsement.

IN CONSIDERATION of being permitted to use and erect for temporary use such inflatable structures or other play equipment within the Association's Parks, the undersigned, for himself or herself and his or her heirs, executors, administrators, next of kin, and any minor for whom the undersigned may commence an action or proceeding pursuant to California Code of Civil Procedure section 372, hereby acknowledges, agrees, and represents:

1. The recitals set forth above are incorporated by reference as though fully set forth herein and are an integral part of this Agreement.

2. THE UNDERSIGNED HEREBY AGREES TO HAVE IN PLACE A FULLY-PAID AND NON-CANCELABLE POLICY OF COMPREHENSIVE LIABILITY INSURANCE, underwritten by a company reasonably acceptable to the Association of \$1,000,000.00, with policy limits not less than \$1,000,000.00 for bodily injury to one person and \$1,000,000.00 for bodily injury from one occurrence and \$1,000,000.00 property damage coverage and naming the Foothill Ranch Maintenance Corporation, and its officers, directors and agents as additional insured. The Declarations page and Certificate of Insurance naming the Association as additional insured issued by the company underwriting such policy of insurance or its duly licensed agent shall have been provided, or caused to have been provided, to the Association c/o Merit Property Management prior to the use or erection for temporary use of inflatable structures or other temporary play equipment.

3. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE ASSOCIATION, its officers, directors, employees, attorneys and agents (hereinafter referred to as "Releasees") for any loss or damage and any claim therefor, on account of bodily injury, property damage, or death of the undersigned, or any and all invitees or guests, including minors, whether or not under the care, custody, control or supervision of the undersigned, whether caused by the negligence of the Releasees or otherwise arises out of traveling to or from the Association's Parks in connection with the use or erection for temporary use structures or other play equipment, petting zoos, clowns, or from using or erecting for temporary use such inflatable structures, petting zoos, clowns or other play equipment.

4. THE UNDERSIGNED FURTHER AGREES TO INDEMNIFY, DEFEND AT HIS OR HER SOLE COST AND EXPENSE AND TO HOLD HARMLESS the Releasees from any and all claims, demands, costs, loss, damage and liability for injury or death to any and all invitees or guests, including minors, whether or not under the care, custody, control, or supervision of the undersigned, whether caused by the negligence of the Releasees or which in any way arises out of traveling to or from the Association's Parks in connection with the use or erection for temporary use inflatable structures or other play equipment, or from using or erecting for temporary use such inflatable structures or other temporary play equipment, petting zoos, clowns, or other equipment.

5. THE UNDERSIGNED IS FULLY AWARE OF THE RISKS AND HAZARDS inherent in using and erecting the inflatable structures or other play equipment, or other equipment, including the possibility of personal injury, or death, by suffocation, strangulation, or any other manner, illness and property damage to the undersigned or any and all invitees or guests, including minors, whether or not under the care, custody, control, or supervision of the undersigned.

6. THE UNDERSIGNED HEREBY VOLUNTARILY ASSUMES ALL RISKS OF LOSS, DAMAGE, AND DEATH AND INJURY that may be sustained in connection with the use or erection for temporary use inflatable structures or other play equipment, or from using or erecting for temporary use such inflatable structures or other temporary play equipment. Being fully aware of such risks, the undersigned hereby elects voluntarily to use or erect for temporary use inflatable structures or other play equipment or allow any and all invitees or guests, including minors, whether or not under the care, custody, or supervision of the undersigned, to use or erect for temporary use inflatable structures, petting zoos, clowns, or other play equipment.

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7. THE UNDERSIGNED ASSUMES ANY AND ALL RESPONSIBILITY FOR THE CONDUCT AND WELFARE of myself, any and all minor children on whose behalf the undersigned is signing and the conduct and welfare of guests and invitees of the undersigned in conjunction with the use or erection for temporary use of inflatable structures or other play equipment, petting zoos, clowns, or other equipment.

8. THE UNDERSIGNED FURTHER AGREES THAT THE FOREGOING RELEASE, WAIVER, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

9. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY and further agrees that no oral representations, statements, coercion, or inducement apart from the foregoing written agreement have been made.

THIS RELEASE AND WAIVER OF LIABILITY SHALL BE VALID AND CONTINUE IN EFFECT UNTIL I HAVE PROVIDED WRITTEN NOTICE TO THE ASSOCIATION OF MY TERMINATION OF IT.

I HAVE READ, UNDERSTAND AND AGREE TO EACH TERM OF THIS RELEASE.

Date of Park Use: _____

Dated: _____

Signature

Printed Name

Address

Telephone Number

Relationship To Minor Child(ren) On Whose Behalf
You Are Signing As Parent or Legal Guardian

FOOTHILL RANCH COMMUNITY POOL RULES

27021 Burbank, Foothill Ranch

POOL RULES:

1. Warning! No lifeguard on duty; use of the pool, spa, wader and facility is at your own risk.
2. In case of emergency, dial 911
3. Children 14 years of age or younger must be accompanied at all times by an adult that is 18 years of age or older.
4. Only 5 guests per residential lot or condominium.
5. For your own safety, jumping, diving, running and/or unruly conduct are prohibited.
6. Smoking, alcoholic beverages or glass containers are prohibited.
7. Shower before using the pools.
8. Swim toys, flotation devices and such other items are not allowed in the pool area, except: (a) water wings, or (b) the use of a us coast guard approved water safety device, only during the time an adult supervises the child in the water.
9. Radios are permitted only with the use of headphones, provided they do not create a nuisance.
10. Pool/spa hours: 5:00 a.m. to 11:00 p.m.
11. Maximum pool occupancy: (162)
12. Proper attire required.
13. No pets are allowed in the pool/spa area except for seeing eye dogs. No pets in pool, spa or wader.
14. Children not toilet trained must wear swim diapers or waterproof rubber pants with elastic at the waist and legs while in the pools.
15. Depositing of any foreign matter in or around pool area is prohibited. Keep pool area clean at all times.
16. Use of skateboards, bicycles or rollerblades/skates, and other such equipment around the pool area is prohibited.

FOOTHILL RANCH MAINTENANCE CORPORATION
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17. No persons having skin lesions, sores, inflamed eyes, who have mouth -nose- ear discharge, or who may be a carrier of any communicable disease shall use the pool, spa or wader.
18. Facility gates are to remain closed and locked at all times.
19. Failure to abide by the rules may result in the expulsion and/or suspension of facility privileges.

Spa rules:

1. Elderly persons, pregnant women, infants and those with health conditions requiring medical care, should consult with a physician before entering the spa.
2. Unsupervised use by children under the age of 14 is prohibited.
3. Use of the spa while under the influence of alcohol, narcotics, drugs or medicines may lead to serious consequences and is prohibited.
4. Use of the spa alone is not recommended. Long exposure may result in nausea, dizziness or fainting.
5. Shower before entering the spa.
6. Maximum spa occupancy: (25)

Extended rules:

1. Depositing of any foreign matter in or around pool area is prohibited. Keep pool area clean at all times.
2. Use of skateboards, bicycles or rollerblades/skates, and other such equipment around the pool area is prohibited.
3. Facility gates are to remain closed and locked at all times.
4. Failure to abide by the rules may result in the expulsion and/or suspension of facility privileges.
5. Anyone using the pool facilities must show their i.d. card if requested by the pool monitor, pool committee, or management.
6. The pool, spa and surrounding areas within the pool are not allowed to be reserved for any activity whatsoever, including, but not limited to, aquatic related activities and parties.

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Wader pool rules:

1. The wader pool is for the use of children five (5) years old and younger.
2. All children must be accompanied at all times by an adult.
3. No running, pushing or splashing in the wader.
4. Swim toys, flotation devices and such other items are not allowed in the pool area, except: (a) water wings, or (b) the use of a us coast guard approved water safety device, only during the time an adult supervises the child in the water.
5. Children not toilet trained must wear swim diapers or waterproof rubber pants with elastic at the waist and legs while in the wader.
6. No person having skin lesions, sores, inflamed eyes, who have a mouth- nose- ear discharge, or who may be a carrier of any communicable disease shall use the pool, spa or wader.
7. Swim toys, rafts, floats or other such items are not allowed in the wader.

Discipline - infractions:

1st offense: verbal warning

2nd offense: 15 minutes out of the pool

3rd offense: suspension from pool area remainder of the day, and where appropriate, parents will be notified.

If violations continue to happen on succeeding days, the next step is to dismiss the person from the pool for a period of three (3) days and in the case of a minor, a letter will be sent to the parents stating why their child was expelled from the pool.

If the violation is repeated again, there will be an automatic suspension for one (1) week. In addition, the alleged violating person will be notified that a hearing will be held on a specific date regarding the continuing violation of the association's rules by that person.

A suspension from two weeks to several months may be imposed at the hearing.

If the suspended individual is found using the pool facilities during the period of suspension, or if the suspended individual violates the pool, spa, wader and/or facility rules once again, the individual may be permanently barred from the use of these facilities following notice and a hearing.

All actions will be noted in their file.

FOOTHILL RANCH MAINTENANCE CORPORATION
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Owner's Last Name _____

**FOOTHILL RANCH MAINTENANCE CORPORATION
MEMBERSHIP CARD REPLACEMENT FORM**

All losses of Membership Cards(s) must be reported to the Foothill Ranch Maintenance Corporation. If any Membership Card is lost, it is the responsibility of the legal Owner to provide required notification to the Foothill Ranch Maintenance Corporation through the completion of the "Membership Card Replacement" form and pay the appropriate loss fee of (\$50.00) upon submission of this completed form.

Property Address: _____ Tract: _____ Lot: _____

Owner Name(s): _____

APPROPRIATE FEES MUST BE PAID WHEN THIS FORM IS SUBMITTED

Name	New Card #	Old Card #	Date Issued	Fee Paid

CHECK # _____ COLLECTED BY _____ TOTAL FEES PAID \$ _____

I certify that the above named person(s) currently live at this address and that this property is not in a sale of escrow.

SIGNATURE OF OWNER _____ DATE: _____

HOME PHONE _____ WORK PHONE _____

OFFICE USE ONLY

Approved By _____ Date _____
--

Owner's Last Name _____

FOOTHILL RANCH MAINTENANCE CORPORATION
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**FOOTHILL RANCH MAINTENANCE CORPORATION
MEMBERSHIP CARD APPLICATION & INFORMATION STATEMENT**

Property Address _____ Tract _____ Lot _____

Owner #1 _____ Owner #2 _____

Work Phone _____ Home Phone _____ Fax _____

Driver's License #1 _____ Driver's License #2 _____

Billing/Mailing Address _____

SECTION A

	NAME	CARD #	DATE ISSUED	BY
1.				
2.				
3.				
4.				

This form must be completed in full and signed by an Owner of record before any cards may be issued.
The Association reserves the right to suspend or deny the issuance of cards.
All Membership Cards must be returned upon sale of the property or change in tenants.
Failure to return cards to the Association will result in a fine charged to the Owner.
NEVER DESTROY A CARD!
Lost cards must be reported to the Association in writing within 30 days of the loss.
Lost cards will not be replaced and new cards will not be issued while a property is in a sale escrow.

I have read the Membership Policies and assume full responsibility for all cards issued.
 Legal Owner _____ Date _____

SECTION B

ASSIGNMENT OF YOUR MEMBERSHIP RIGHTS TO TENANTS, PLEASE READ AND COMPLETE:

As the recorded Owner of the property, I understand that I am totally responsible for the collection and return of all cards issued to my tenants. The fee for any card not returned when the tenants vacate the property will be assessed to me. New cards will not be issued until ALL previously issued cards are returned or fees have been paid. Cards will not be replaced and new cards will not be issued while this property is in a sale escrow.

I hereby relinquish my Membership Privileges to the tenants listed above.

Legal Owner _____ Date _____

TENANT READ & SIGN
I understand that by renting the above property, I agree to abide by all Association rules contained in the Foothill Ranch Maintenance Corporation Rules & Regulations Rule Book, to be provided to me by the Owner. I also agree to return all Membership Cards issued when vacating the property. I am aware that my failure to do so will result in the Owner being charged for each card not returned.

Tenant Signature _____ Date _____
Home Phone _____ Work Phone _____

Approved By: _____ DATE: _____

MEMBERSHIP CARDS RECEIVED: Signature _____ Date _____

*Copy of Lease Agreement for tenants or proof of address.

FOOTHILL RANCH MAINTENANCE CORPORATION
Rules and Regulations

**FOOTHILL RANCH MAINTENANCE CORPORATION
MEMBERSHIP CARD POLICY**

1. All applications for membership cards for the use of the Foothill Ranch Maintenance Corporation (FRMC) aquatic facilities must be submitted in writing and signed by at least one Owner. Owners of record only are eligible for a membership card. Membership forms are available at the offices of Merit Property Management, Inc.
2. Proof of residence and a complete application must be submitted to Foothill Ranch Maintenance Corporation prior to receipt of the membership card. Proof of residence must be: current driver's license, legal identification card, utility bill, voter registration card, or other legal document showing the applicant name and current address.
3. Guests must be accompanied by a current Owner or assigned tenant in good standing. The maximum number of guests per day per household is five (5).
4. Resident identification may be used ONLY by the registered resident(s) of the Residence to which it was assigned.
5. **THERE IS TO BE NO UNAUTHORIZED TRANSFERRING OF MEMBERSHIP CARDS TO ANY OTHER PERSONS AT ANY TIME.** Residents involved in the transfer of membership cards may be subject to immediate forfeiture, suspension of Foothill Ranch Maintenance Corporation common area privileges for a period of thirty (30) days, and/or an assessment (fine) for each occurrence.
6. Membership cards for tenants will be issued with the following procedure:
 - The Owners must relinquish, in writing, their rights of membership to the tenants (Refer to Section B).
 - Applications for tenants, including birthdates, home phone, etc. must be filled out by the Owner.
 - Tenants must sign the form.
 - The Owners will be responsible for any and all cards that are issued to their tenants. These cards must be returned when the tenants vacate the property.
7. All cards are the responsibility of the Owner. Any photo identification card issued must be returned to the Association upon the transfer of ownership of the property, or when tenants vacate the property. There will be a fee charged for each card that is not returned.
8. Lost cards may be replaced upon written request, signed by the Owner. Forms are available upon request. The fee for a lost card is \$50.00. Lost cards must be reported to the Association in writing by the Owner and the proper loss fee must be paid at the time the report is made. Lost cards will not be replaced while a property is in a sale escrow, or for tenants who have vacated the property.
9. When the Association is notified that a property has been placed in a sale escrow, a statement of account will be prepared which will list all membership cards that have been issued and are outstanding. Escrow will be instructed to collect a non-refundable fee of \$50.00 for each card that has not been returned by the close of escrow. Cards may be returned to Merit Property Management and a receipt will be given or they may be given to the Escrow Officer to forward.

**FOOTHILL RANCH MAINTENANCE CORPORATION
OWNER/RESIDENT RELEASE**

I hereby release and discharge that Foothill Ranch Maintenance Corporation (FRMC) ("Association") and its directors, officers and employees from all claims, damages, injuries, losses or actions arising out of or resulting from my use, or the use by my children, or my guests, of the Association facilities and common areas.

I am aware that Section 1542 of the California Civil Code provides that a general release does not extend to claims which are not known or suspected to exist at the time of executing the release, if the knowledge thereof would have materially affected the decision to execute the release. With full knowledge, I HEREBY WAIVE THE PROVISIONS OF CIVIL CODE SECTION 1542 with respect to the use by myself or my children or my guests of Association facilities or common areas.

I agree not to contest this release and agree to refrain from instituting any action against the Association arising from the activity described above.

I have read this release and full understand its terms and its consequences.

_____ Owner #1

_____ Owner #2

FOOTHILL RANCH MAINTENANCE CORPORATION
Rules and Regulations
FOOTHILL RANCH MAINTENANCE CORPORATION

ENFORCEMENT POLICY

- I. Discovery of Violation
- A. Any violation that is an alleged violation of the documents and the rules of the Corporation will be processed according to the procedures outlined herein.
- B. In the event one or more members of the Corporation or Board of Directors file a Violation Report (see Exhibit D) or otherwise report, in a form satisfactory to the Board, a violation of any of the provisions of the Declaration, any applicable Supplemental Declaration, Bylaws, Articles of Incorporation, the Architectural Guidelines, Rules and Regulations, or other governing documents of the Corporation, the Board may, in its discretion, and without limiting any of the Corporation's rights or remedies under the foregoing documents, enforce any such violation by pursuing any one, or combination of, the remedies described below:
1. Send a letter to the homeowner stating the alleged violation and date needed to cure said violation.
 2. Upon expiration of cure date, if violation still exists, a second letter will be sent stating that the failure to abide by Corporation's rules and Regulations has imposed a hardship on the Corporation and the owner will be asked to attend a hearing with the Board of Directors.
 3. The homeowner will be notified as to the decision rendered by the Board of Directors as a result of the hearing. If the homeowner is found to be in violation of the Corporation's documents, the Board will either:
 - a. seek remedy by use of the legal system
 - b. apply monetary fines to the homeowner's assessment billing
 - c. a combination of thereof
 4. If the decision is to pursue a monetary fine system, the Foothill Ranch Fine Schedule will apply.
 5. Offer to submit the dispute to a form of alternative dispute resolution in accordance with Civil Code Section 1354.
 6. File an action in law or in equity to recover sums due for damages, injunctive relief, or any other appropriate legal or equitable relief that may be available to the Corporation.

NOTE: A violation is defined as an act in conflict with the CC&Rs, Bylaws, Rules and Regulations and Architectural Guidelines of the Corporation.

RULES & VIOLATION REPORT

There must be at least **one (1) signature representing one dwelling** of a homeowner in the Association to pursue violations that cannot be viewed from the street (i.e. barking dog, noise nuisance, garage storage, etc.). Please be as specific as possible to enable the board to expedite the enforcement process in a timely manner. If possible, please obtain photographs of the alleged violation and additional witnesses. All alleged violations will be evaluated to ensure that they are considered an infraction as defined by the Association legal documents. Please fax to Merit Property Management, Inc. at 949/448-6400, attention Foothill Ranch Maintenance Corporation, Property Administrator.

REPORT FILED BY:

Name: _____

Signature: _____

Address: _____

Phone: _____ Date: _____

Name: _____

Signature: _____

Address: _____

Phone: _____ Date: _____

Name: _____

Signature: _____

Address: _____

Phone: _____ Date: _____

Name: _____

Signature: _____

Address: _____

Phone: _____ Date: _____

VIOLATION INFORMATION:

Name: _____ Address: _____ Phone: _____
(Alleged Violator's Name) (If Known)

Description of alleged violation: _____

VEHICLE INFORMATION (make, model, color, license plate info, any other info:

(If additional space is needed, please use reverse side of form)

Date(s) and time(s) alleged violation occurs? _____

How often does the alleged violation occur? _____

FOOTHILL RANCH MAINTENANCE CORPORATION
Rules and Regulations

FOOTHILL RANCH MAINTENANCE CORPORATION

FINE SCHEDULE

1. Letter to homeowner stating alleged violation.
2. Letter to homeowner stating alleged violation continues and requesting homeowner appear before the Board of Directors.
3. If result of hearing is monetary fine, fine of \$40.00 will be applied to owner's account.
4. If violation continues past the hearing and first fine stage, the fine automatically doubles every thirty (30) days. (i.e., \$80 at 30 days, \$160 at 60 days, etc.) Any fines not paid will result in legal action in accordance with California law.
5. At any point, the Board may determine to use the legal system to effect a cure and the owner may be responsible for legal fees and/or reimbursement of costs to the Corporation.

NOTE: Should a violation occur which imposes a financial obligation on the Corporation, then the party responsible for said violation shall reimburse by way of a Special Assessment, the Corporation for this financial obligation. If, for example, a party damages a fence, tree or any other common property, repair and replacement costs will be charged to that party.

FOOTHILL RANCH MAINTENANCE CORPORATION
HEARING SESSION FORMAT

The following is the format of the Board of Directors hearing session to which you have been invited. On the evening that you appear, the Board will already have a basic understanding of the nature of the violation that you are there to discuss. The Board will also have a basic understanding of some of the history of the violation.

You will be given approximately five minutes to discuss the matter with the Board. This is your opportunity to speak with the Board regarding:

1. Any facts you believe the Board may not be aware of and which would be helpful to the Board in fully understanding the nature of the violation and/or resolving the problem.
2. Any facts that you believe the Board may not be aware of that you feel offer mitigating reasons for your actions, or failure to act, in connection with the violation.
3. Your views concerning this particular issue.
4. Your recommendations for a resolution of this matter.
5. Any other information that you believe will be helpful in explaining your situation.

In order to minimize the inconvenience to both you and the other members of the Association who are invited on the same evening, the Board of Directors will move as quickly as they can with each of the homeowners. They will then return to a closed Executive Session to review and to make a decision regarding each of the matters brought before them. You will be notified of their decision in writing within ten business days following the hearing.

Once again, the Board of Directors wishes to thank you for your attention to this matter. The Board believes that through its efforts and your willingness and cooperation, Foothill Ranch Maintenance Corporation will remain one of the premier residential communities in Orange County.

PLEASE NOTE: On the evening of the hearing that is being held at 6:00p.m. at the Foothill Ranch Community Pool office located at 27021 Burbank, Foothill Ranch, CA 92610. It may be necessary to use your key to access the pool area.

FOOTHILL RANCH MAINTENANCE CORPORATION
Policy of Preliminary Dispute Resolution Procedures (IDR)

(Effective 9/12/05)

(Civil Code Sections 1363.810 through 1363.850)

In accordance with California *Civil Code* Section 1363.820, the Association provides a fair, reasonable, and expeditious procedure for resolving disputes between the Association and an owner involving rights, duties or liabilities under the Davis-Stirling Common Interest Development Act, the Nonprofit Mutual Benefit Corporation Law, or the Association's governing documents. The procedure supplements, but does not replace the Alternative Dispute Resolution pre-litigation process summarized in a separate document included with the Association's annual budget packet sent to the homeowners. The procedures are as follows:

- A. Either an owner or the Association may request the other, in writing, to meet and confer to discuss resolution of a dispute. While a homeowner may refuse the Association's request to meet and confer, the Association may not refuse an owner's request to meet and confer.
- B. The Board shall designate a member of the Board to meet and confer with the owner upon the earliest to occur of the following: 1) the first regular Board of Directors meeting held subsequent to the Association's receipt of an owner's written request to meet and confer; 2) the first regular Board of Directors meeting held subsequent to the Association's receipt of an owner's written acceptance to meet and confer; or 3) within forty (40) days following Association's receipt of such request or acceptance from an owner. The Board member so designated shall **not** have authority to bind the Board of Directors or the Association to any agreement or resolution. The Board of Directors may, in its discretion, act sooner than as provided above and schedule a special Board of Directors meeting to act on an owner's request to meet and confer.
- C. The owner, the designated Board member, and any other necessary witnesses or participants shall meet promptly at a time and place mutually convenient for the owner and the Board member to explain their positions and to confer in good faith in an effort to resolve the dispute. Maximum reasonable use of available local dispute resolution programs shall be utilized when appropriate to do so, depending upon the nature and complexity of the dispute.
- D. A resolution of the dispute shall be memorialized in writing and signed by the parties. An agreement or resolution reached using this procedure binds the parties and is judicially enforceable only if it is not in conflict with law and if the agreement or resolution is ratified by the Board of Directors.
- E. An owner may not be charged a fee to participate in the process.

FOOTHILL RANCH MAINTENANCE CORPORATION
NEIGHBOR DISPUTE PROTOCOL

(Effective 9/12/05)

This policy is to address situations where homeowners request the Foothill Ranch Maintenance Corporation to take action on neighbor-to-neighbor disputes.

Before the Association takes enforcement action on a neighbor-to-neighbor dispute matter, the Association may require the complaining homeowner to make the following preliminary dispute resolution efforts:

- 1) Make a written request to the offending owner requesting correction of the problem.
- 2) Demonstrate to the Board that a good faith attempt was made to resolve the problem prior to making a request to the Association.
- 3) Document the conditions of the problem and what you wish to be corrected. Documentation should include, but not be limited to, the following:
 - a) Photographs (if applicable)
 - b) Description of affected area (be specific)
 - c) Date and time of complaint
 - d) Source of the cause of concern
 - e) Is problem ongoing?
 - f) Copy of the correspondence from item #1
- 4) The complaining homeowner may request assistance by requesting a hearing appointment with the Board of Directors. The request must include all documentation from item #3 above and additionally must specify what action the complaining homeowner is requesting of the Association.

Submittal of a request for Association involvement does not guarantee a Board decision to intervene. Some matters may not be appropriate for the Association to take enforcement action. If your issue involves the violation of City or County ordinances or building codes, etc., you may be instructed to contact the City or County, respectively, for enforcement of such ordinances or building codes, etc.

- 5) Should the issue remain unresolved after the foregoing procedures, the Board will determine whether to forward the information to the Association's attorney for further action, which may include coordinating alternative dispute resolution (ADR) proceedings with an arbitrator or mediator, or filing a lawsuit.

FOOTHILL RANCH MAINTENANCE CORPORATION
Rules and Regulations

THE MATERIAL CONTAINED WITHIN THIS PACKET IS NOT INTENDED TO BE SUBSTITUTED FOR THE SERVICES OF AN ATTORNEY. THE LAW AND IT'S INTERPRETATION ARE CONSTANTLY CHANGING.

PLEASE CONSULT YOUR PROFESSIONAL ADVISOR REGARDING YOUR INVOLVEMENT IN A COMMUNITY ASSOCIATION.