Presidential Heights #1 Community Association ("PH1") is a Planned Unit Development (PUD), a living environment providing many benefits based largely on a comprehensive plan of Covenants, Conditions, and Restrictions (CC&R's) that was carefully designed by the builder and fully approved by the State of California Department of Real Estate and in compliance with the Davis-Stirling Act.

**PHI HERITAGE**

**ARTICLES OF INCORPORATION OF**

**PRESIDENTIAL HEIGHTS #1 COMMUNITY ASSOCIATION**

The specific and primary purpose of the Corporation is to serve as a homeowners' association for owners of dwelling units in the planned residential development known as The Presidential Heights #1 Community Association. The powers of this Corporation shall be exercised, its properties controlled, and its affairs conducted by a board to be known as the Board of Directors. On May 24, 1972, Edmund G. Brown, Jr., Secretary of State, executed the certificate and affixed the Great Seal of the State of California.

**THE BY-LAWS OF PRESIDENTIAL HEIGHTS #1 COMMUNITY ASSOCIATION**

The By-Laws cover such matters as: Purpose of the Corporation; homeowner members' voting rights, rights and privileges; transfer of memberships and duration of membership; annual and special meetings and minutes; Board of Directors powers, election and term of office; standing committees, organization and procedure; officers of the Corporation, powers and duties; and miscellany.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**(CC&R's) OF PRESIDENTIAL HEIGHTS #1 COMMUNITY ASSOCIATION**

"The Covenants set forth in this declaration constitute a general scheme for the development, protection and maintenance of the community to enhance the value, desirability and attractiveness of such property for the benefit of all owners of dwelling units...." (Section II, Paragraph 1 of the CC&R's)

**I. RULES STATEMENT**

These Rules conform to our CC&R's and constitute general guidelines for the protection and maintenance of the community, desirability and attractiveness of the entire community for the
benefit of all Homeowners. The following Rules are derived from the Association's governing documents and are not all-inclusive.

II. COMMUNITY MANAGEMENT

Members of the Association (all "Homeowners") are responsible for the actions of their residents, guests and tenants. Correspondence relative to infractions of Association rules and regulations by the above-named persons and any fines related thereto shall be directed to the Homeowner. The governing body of the community is the Board of Directors, comprised of seven volunteer Homeowners, elected annually by a majority vote of their fellow Homeowners to serve for a period of two years. To provide for continuity on the Board, four directors are elected one year and three directors are elected the following year. The Board of Directors holds monthly Board Meetings. Items you wish to have considered by the Board of Directors should be submitted to the Management Company, in writing or by email, at least one week in advance of the next regularly scheduled Board Meeting. Members of Committees are appointed by the Board of Directors to assist in the execution of Association business and to help establish policy.

Architectural Review Committee: Manages, monitors and approves all architectural matters within the community, including but not limited to, any exterior or structural alterations, upgrades, or changes Homeowner may wish to make to their residence; approves written recommendations from the Landscape, CC&R, or Facilities Committees before substantial exterior changes are made, the notification, interaction or cooperation of Homeowners or residents, the Board of Committees.

CC&R Committee: Manages and monitors resident adherence to the CC&R's regarding parking and general community living rules, regulations and guidelines; administers and assists in enforcing the CC&R's and By-laws; introduces rule and policy recommendations to the Board of Directors; conducts preliminary hearings and holds fact-finding meetings, as necessary; and evaluates the performance of contracted security and parking control services.

Facilities Committee: Manages the contracted maintenance, repair or replacement of infrastructure in community, including building exteriors, roofs, pools, surface streets, security lighting and storm systems.

Finance Committee: Responsible for monitoring the expenditures and investments of the Association and for making recommendations on financial matters to the Board of Directors.

Community Services Committee: Welcomes new Homeowners and tenants into the community the Association's Rules and Regulations designed for the shared quiet and peaceful enjoyment of the community.

Landscape Committee: Manages, directs and evaluates the performance of a contracted landscape maintenance services which maintains the general planting and beautification program for the community to optimize resident enjoyment and privacy. The Landscape Committee also approves and monitors resident requests for personal gardens.
NOTE: All committees generally meet at least once a month. The dates and times of their meetings are listed in the monthly newsletter and on the Association's website at www.presidentialheightsl.com.

Management Company: A professional property management company is responsible for the day-to-day operations and the financial accounting functions of the community. The Managing Agent representative is on-call at all times in case of an emergency (refer to the numbers listed in the contact Directory on the Association's website at www.presidentialheightsl.com. Any suggestions or complaints should be directed to the Management Company.

III. BENEFITS OF COMMUNITY LIVING

1. All landscape maintenance services are included in monthly Association assessments through a professional landscape service company. The services provided include maintenance of all turf areas trees, bushes, a plant material, and automated automatic irrigation systems.

2. Hose bibs on the exteriors of residences are there for use by residents and the landscape service crews. Water and sewer services are included in monthly Association assessments and water conservation is strongly encouraged.

3. The Association maintains, repairs and replaces roofs and repaints the exterior surfaces of all buildings.

4. PH#1 streets, motor courtyards and parking spaces are privately owned and are maintained by the Association. They are patrolled by a professional security and parking control service to maintain adherence to common area parking and community rules.

5. The Association maintains general liability insurance on all buildings, structures, and other improvements belonging to the owners in common within the community. Homeowners are strongly advised to carry unit insurance policies intended to cover the loss or damage of interior finishes/improvements or personal items not covered by the Association’s policies.

6. Nine swimming pools are located throughout the community. A community map is located on the last page of this Rules Book and on the Association's website at www.presidentialheightsl.com. See Section VIII for information and rules related to swimming pools. Swimming pools may be closed seasonally or for maintenance.

7. Homeowners receive monthly Association assessment billings from the Management Company. Sewer and water services are included in the monthly assessment fee. Homeowners are financially responsible for gas, electric, phone, satellite or cable TV service and trash disposal charges and these services are not included in the monthly assessment fee.

8. Each Homeowner and/or resident is mailed a monthly newsletter. (If for some reason you do not receive one, please contact the Management Company or they are available for viewing on the Association's website at www.presidentialheightsl.com.)

10. This Rules Book contains important information and is furnished to all residents. It is mailed to each Homeowner and each registered tenant and is available for viewing on the Association's website at www.presidentialheightsl.com.

IV. CC&R's HIGHLIGHTS AND GENERAL RULES

The CC&R's ensure equal treatment for all residents. It is essential that residents abide by all Rules. The Board of Directors is mandated to strictly enforce the CC&Rs.

1. USE OF RESIDENTIAL LOTS AND COMMON AREA

a. Dwellings:

(1) Private dwellings only.

(2) Not to be used or changed in any manner which will increase community insurance rates or threaten cancellation.

(3) No building or other structure (glass, wind screens, patio trellis, fences, iron grillwork, exterior doors, skylights, garage doors, etc.) shall be erected, altered or repaired until plans have been approved, in writing, by the Architectural Review Committee, and in some instances by the Board of Directors.

(4) Dwellings may not be used for operating a business or any other commercial activity, unless the activity is undetectable from outside the dwelling.

b. Pets

(1) A maximum of two pets is permitted, such as dogs, cats or other common household pets.

(2) Pets must be leashed at all times when outside of private dwellings; as required by City ordinance 6.08.030 - Leash Required.

(3) Owners of pets must clean up after their pets.

(4) Owners of pets are accountable to other residents for the acts of their pets.

(5) Pets may not be left unattended when outdoors.

c. Garages and Driveways

(1) Garages are primarily for parking vehicles and are not considered a storage area.
(2) Auto repairs (minor only) must be done within the garage, not in the motor courtyard, or in front of the garage.

(3) Regular use of powered shop and hand tools is not permitted. Intermittent power tool use is allowed from 8:00 am to 6:00 pm Weekdays and Saturdays. No construction noise is allowed on Sundays or recognized holidays.

(4) Garage doors must be kept closed, except when actively loading or unloading. A garage door may be open a maximum of two feet (2') for ventilation purposes.

d. **Common areas and Common area greenbelts.**

(1) Common areas may not be altered or obstructed, unless previously approved, in writing, by the Board of Directors.

(2) Common area greenbelts are available for recreational use. (Please consider the privacy and quiet enjoyment of neighbors in nearby residences.)

(3) Motor courtyards are fire lanes and are not to be used by anyone for recreational or any other purpose that might obstruct the free access of emergency vehicles.

**NOTE:** PH 1 hillsides and slopes are inherently dangerous therefore; recreation near these areas is prohibited.

(4) Skateboarding, skating, inline skating, wave boards and other similar recreational sports are strictly prohibited.

(5) Unlicensed motorized devices such as go-karts, motor scooters, dirt bikes, ATVs, go-peds, motorized skateboards, etc., are prohibited.

(6) Golf carts and motor driven wheelchairs are permissible.

(7) Bounce houses are strictly prohibited.

(8) Trash cans are to be stored out of view from passersby except on collection day. See Section XIII for trash collection information.

e. **Signs and external appurtenances**

(1) Real Estate Signs conforming to the Architectural Guidelines are permitted. Contact the Management Company for information.

(2) One "For Sale" or "For Rent" sign may be posted per residence and must be located within ten (10) feet of the residence entrance. One additional sign may be placed at the entrance of a 12-pack or 6-pack to facilitate visibility. The size of the sign(s) must not exceed 432 square inches. The design and color of the sign (beige and brown) must conform to the Real Estate Sign
Guidelines available by contacting the Management Company or on the Association's website at www.presidentialheightsl.com.

"Sold" or "In Escrow" signs are not permitted.

(3) External clotheslines are prohibited. Laundry, beach towels, wetsuits and other items must be hung so as not to be visible from the outside of the unit. Personal wall art and decorations visible to the common areas are not permitted without Architectural Review Committee approval.

(4) External blinds and awnings are allowed but must conform to the Architectural Guidelines and require Architectural Review Committee approval.

(5) Exterior holiday lighting and decorations are only allowed within thirty days before and after the holiday. Other exterior lighting must be submitted to the Architectural Review Committee for written approval.

V. PARKING

General Rules:

1. Vehicle Maintenance: Vehicles shall not be stored or parked within the PH1 common area, any street or driveway within the community for purposes of repairs, nor shall repairs be conducted on any portion of the property except in a homeowners' garage. Vehicles will not be disassembled, repaired, rebuilt, painted or constructed except when inside the garage with the garage door closed.

2. Inoperable Vehicles: All vehicles in a resident's possession that are located on common area premises must be maintained so that they are in operable condition. A vehicle may be towed if it is noted to have obvious operational problems, including but not limited to significant leakage of motor fluids or flat tires, and is parked within a common area parking space for more than seventy-two consecutive hours without being moved. Towing and impound will be at the sole expense of vehicle owner.

Homeowners are financially responsible for all costs associated to repair damages to concrete/asphalt caused by a vehicle fluid leak; this includes the vehicles of Homeowner’s guests or contractors providing service to the Homeowner.

3. Vehicles used as Residences: Trailers, campers, motor homes or recreational vehicles shall not be used as a temporary or permanent residence in the PH1 community.

4. Motor courtyards: A motor courtyard is defined as the paved area that provides pedestrian and autos access to residences, garages and driveways. Use of motor courtyard for recreational use is prohibited in order to ensure safety and the peaceful enjoyment of neighbors. Motor courtyards are fire lanes and may not be blocked at any time.
5. **Responsibility:** PHI shall not be held responsible for costs associated with the maintenance, insurance, liability, theft, vandalism or any damage to any vehicle in PHI. The vehicle owner shall be solely responsible for any vehicle parked within PHI including personal and/or private property within the vehicle.

6. Vehicles displaying a handicapped placard or handicapped license plate are not exempt from the Association's parking rules or regulations. However, residents may request permission to park in common area parking spaces as a reasonable accommodation for his or her disability. Residents must provide the Management Company with written confirmation from a physician that the accommodation is necessary. Parking or Medical Exception applications are available by contacting the security and parking control service (Patrol One) or on the Association’s website at www.presidentialheightsl.com. The resident's right to privacy prevents the Association from asking questions about the disability. See the application at the end of this document.

**Parking Enforcement:**

1. A Security and Parking Control Service is contracted to enforce the Association's general parking rules and administer the safe list tracking program. This service utilizes license plate recognition technology and no longer issues PHI parking decals for vehicles.

2. The CC&R Committee is responsible to monitor, direct and evaluate the performance of the security and parking control service and its adherence to enforcing community parking rules. Additionally the CC&R Committee will provide information and records of rule violation hearing decisions to the Board of Directors.

**Common Area Parking:**

All parking, other than inside a resident's garage or parking spaces marked "Guest Only", is designated as Permit Parking. This includes all common area marked parking spaces and designated street parking. Residents may not park a vehicle in the common area between the hours of 2:00 am and 6:00 am unless prior permits have been obtained or the vehicle has been properly "safe listed". Illegally parking a vehicle will result in towing without prior notice or warning. Towing and impounding of the vehicle will be at the sole expense of the vehicle owner and may occur for any of the following reasons:

1. Parking within fifteen feet (15') of a fire hydrant;

2. Parking within fire lanes;

3. Parking a vehicle that is inoperable or unregistered; or


PH 1 registered vehicles may not use "Guest Only" parking spaces at any time. Doing so can result in citations and towing. As outlined herein, if you own more vehicles than your garage
may accommodate, or if you own an oversized vehicle that requires a garage inspection, you must contact the security and parking control service in order to apply for a parking permit.

**Obtaining a Parking Permit - Cost and Qualifications:**

The cost for each parking permit is currently $20.00 per year for the first vehicle and $100.00 per year for each subsequent vehicle. The renewal period and billing will begin on October 1st annually. The security and parking control service utilizes license plate recognition technology for enforcement and no longer issues physical PH1 parking decals for vehicles. The amount of the fee established by the Board of Directors is designed to defray the cost of the security and parking control service, as well as managing the Parking Permit Program. Permit fees are non-refundable, non-transferable, and cannot be prorated for partial year use. Residents must park vehicles in their garages and may only apply for vehicle permits for additional vehicles beyond their garage capacity. Tenants requesting community parking privileges must have a current Tenant Registration on file with the management company.

**Units with a Two-Car Garage:**

Residents with two-car garage spaces and additional vehicles. This includes: cars, licensed motorcycles or golf carts. Two vehicles must be parked in the garage before a request can be made for a Parking Permit authorizing parking for additional vehicles in the common area parking.

**Units with a One-Car Garage:**

Residents with a one-car garage must register and park one vehicle. This includes: cars, licensed motorcycles or golf carts, in the garage before a request can be made for a Parking Permit authorizing you to park additional vehicles in the common area parking.

All vehicle registrations require an on-site address or other proof of residency (i.e. a utility bill showing the PH1 address). In cases where the vehicle is registered elsewhere but the resident is given full care, custody and control of the subject vehicle, the resident must provide a letter from the registered owner explaining why the vehicle is not registered to the resident. "Planned non-operating" vehicles must be stored in the garage. Tenants’ vehicles must be registered with the security and parking control service and the management company.

**Conditional Parking Permits for Residents with Extra Vehicles:**

Once the Parking Permit renewal application process is completed each year in October, the Board of Directors for PH1 will review the total number of Parking Permit Applications submitted and determine whether there are spaces available for residents who have more vehicles than the current PH1 Parking Rules allow. These Conditional Parking Permits will be issued at the discretion of the Board of Directors on a "first come, first served." The cost is currently $100.00 per year for the first Conditional Parking Permit and $150.00 per vehicle for per year for additional permits and will be issued on a conditional basis (November 1 to October 31). Vehicles with Conditional Parking Permits will be permitted to park their designated vehicle in

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parking spaces located on lower Avenida Adobe, between Avenida Acapulco and Avenida Magdalena or designated street spaces on upper Avenida Adobe. Vehicles with Conditional Parking Permits parked anywhere outside of this location will be subject to a parking citation. Residents interested in applying for a Conditional Parking Permit must complete the Parking Permit Application, submit required documents and schedule a garage inspection to confirm that the resident is not using their garage for storage for anything other than their registered vehicles. The garage inspection fee is $25.00 payable to the security and parking control service.

**Permit Application Process:**

1. Complete a PHI Parking Permit Application.

2. Attach a copy of all current vehicle registrations identifying your PHI address. Clearly designate which vehicle(s) will be parked in the garage and which vehicle(s) are to be parked in the common area.

3. Refer to the security and parking control service for any application processing fees.

4. Tenants must be registered with the management company.

5. The information listed above must be provided to the security and parking control service in order to receive a permit:

   Patrol One  
   Attn: Fallon Paquette  
   630 S. Grand Avenue, Suite #101  
   Santa Ana, CA 92705  
   (714) 541-0999, Ext. 5008  
   fallonpaquette@patrol-one.com  
   www.patrol-one.com

Parking Permit Applications can be downloaded from the PH1 website at www.presidentialheightsl.com, the security and parking control service website listed above, or by contacting the Management Company.

**Garage Inspections:**

PH1 requires a garage inspection in all cases where the resident contends that the subject vehicle does not fit safely inside the garage. Residents requiring a garage inspection before obtaining a Parking Permit must call the security and parking control service to schedule the inspection. The resident will pay a fee for the inspection at the time the officer arrives to conduct the inspection. Current fee information may be obtained from the PH1 website at www.presidentialheightsl.com or by calling the Management Company.

Please note the following:
1. The garage fee for the appointment is due whether or not the permit is issued.

2. The vehicle must fit safely into the garage as determined by the security and parking control service.

3. Only one (1) Parking Permit for an oversized vehicle will be issued per unit. If it is determined that the vehicle can safely be parked in the garage, a Parking Permit will not be issued. This determination is the responsibility of the security and parking control service.

4. Changes in resident vehicle ownership are common and an annual garage inspection can be requested.

**Guest Parking:**

Areas marked "Guest Only" are for PHI guests only. Guests who are staying overnight must have their vehicle safe listed. A "Guest Only" parking sign designates these parking spaces. These parking spaces are 31 and 32 (spaces between units 143 and 173 Adobe), 45 and 46 (spaces between units 223 and 272 Avenida Adobe), 49 and 50 (spaces between units 701 and 722 Avenida Magdalena) and 115 and 116 (spaces at 724 Calle Bahia).

**Safe Listing:**

Residents who have guests staying past 2:00 a.m. must place their vehicle on the safe list to avoid a citation. You can obtain a safe list confirmation number by using the online safe listing tool at the security and parking control service website or their phone number (listed on page 13). In order to complete your safe list request, you will need to provide your name, address, telephone number, license plate number, make, model and color of your guest’s vehicle. Residents may request a safe-listing a maximum of fifteen (15) days in a rolling ninety (90) day period. If your guest is staying longer than the maximum allowed days, you must request a variance from the CC&R Committee, in writing, through the Management Company or from the security and parking control service.

Residents can use the Safe Listing program but it is intended to be a convenience for guests of residents who wish to temporarily park in the community. It is not intended to be utilized by residents to regularly park their vehicles in the community and use their garages for other purposes. Patrol-One provides the Management Company with a monthly tracking report of vehicles safe listed by the address and license plate number. The CC&R Committee is alerted to regular safe-listing abuses which could result in the loss of parking privileges.

**Application for Exception to the Parking Rules:**

The Board recognizes its obligation to provide reasonable accommodations for limited-time exceptions. For the purpose of a limited time or temporary accommodation, extended safe listing may be granted for a medical reason or due to an illness. Residents wishing to be granted an exception to the Parking Rules due to a medical situation are required to complete the Application for Exception to the Parking Rules to the CC&R Committee. Applications are
available on line at www.presidentialheightsl.com or may be obtained by contacting the management company. Submittal of this application may require an inspection of the garage and living space of the residence to establish the need to authorize extended safe listing of a vehicle for medical reasons.

Consequences for Parking Infractions:

1. Violations justifying immediate tow:

Parking a vehicle unattended, at any time in one of the following ways will result in towing without prior notice or warning. Towing and impounding of the vehicle will be at the expense of the vehicle owner for the following reasons:

   a. Within fifteen feet (15') of a fire hydrant;

   b. Within fire lanes, motor courtyards or driveways; or

   c. Parking a vehicle that is inoperable or unregistered.

2. All other parking violations:

For all parking violations not listed above, the following enforcement procedures will be followed:

   a. For the first violation of any parking rule by an owner or tenant, a citation will be placed on the vehicle and a Community Reminder will be sent to the owner.

   b. For the second and each subsequent violation of any parking rule by any owner or resident, a citation will be placed on the vehicle and a hearing will be held before the CC&R Committee, following the procedures set forth below. The CC&R Committee will have the authority to impose a fine pursuant to the fine schedule set forth below. In the event of a 4th violation within a six (6) month period, the vehicle will be towed without further notice. The owner must pay the tow and impound charges.

   c. Owners will receive at least ten (10) days' notice, by first class mail or hand delivery, of each hearing scheduled before the CC&R Committee. The CC&R Committee may proceed with a noticed hearing in the absence of the owner. At the hearing, the owner will have the opportunity to address the Committee regarding the violation. The Committee will provide written notice of its decision by hand delivery or first class mail promptly, but no later than fifteen (15) days following the hearing.

   d. In its discretion, the Board of Directors may direct the CC&R committee to hold a hearing after the first violation, on ten (10) days' notice, or order a vehicle towed in the event of any subsequent violation. The Board may also employ legal remedies in the event of parking violations, including Internal Dispute Resolution, Alternative Dispute Resolution, and litigation in the Orange County Superior Court.
## PARKING FINE SCHEDULE

<table>
<thead>
<tr>
<th>Offense Description</th>
<th>Parking Violation Details</th>
<th>Sanction</th>
</tr>
</thead>
<tbody>
<tr>
<td>First offense</td>
<td>Citation on vehicle and Community Reminder, and fine up to $50.00</td>
<td></td>
</tr>
<tr>
<td>Second offense within 6 months of first offense</td>
<td>Any parking violation involving the same unit or dwelling</td>
<td>Citation on vehicle, hearing notice, and fine up to $100.00</td>
</tr>
<tr>
<td>Third offense within 6 months of first offense</td>
<td>Any parking violation involving the same unit or dwelling</td>
<td>Citation on vehicle, hearing notice and fine up to $100.00</td>
</tr>
<tr>
<td>Fourth offense and all subsequent offenses within 6 months of first offense</td>
<td>Any parking violation involving the same unit or dwelling</td>
<td>Citation on vehicle, hearing notice and fine up to $150.00</td>
</tr>
<tr>
<td>Fifth offense and all subsequent offenses within 6 months of the first offense</td>
<td>Any parking violation involving the same unit or dwelling</td>
<td>Vehicle towed without further notice. Vehicle moved after the tow truck called but before the tow is underway, hearing notice and fine up to $100.00</td>
</tr>
</tbody>
</table>

3. The vehicle will be towed without further warnings or citations on each occasion the vehicle is parked in violation of the PH1 Parking Rules within six (6) months following the issuance of the Second Warning citation. Towing and impounding of the vehicle will be at the sole expense of the vehicle owner. Continued parking violations will result in the revocation of common area parking privileges.

4. Unless a recreational vehicle can be parked in the member's garage, it must be maintained off PH1 premises.

5. Tenants and guests are subject to all parking rules and regulations established for the community. PH1 Homeowners are financially responsible for all parking violations of their tenants and/or guests.

6. Oversized non-primary vehicles such as commercial-type vehicles (i.e. dump trucks, cement mixer trucks, oil or gas trucks, delivery trucks, camper units, motor homes, buses, trailers, trailer coaches, camp trailers, boats, aircraft or mobile homes) or any other vehicle or vehicular equipment deemed to be a nuisance by the PH1 Board of Directors must be maintained off the PH1 premises. Boats, campers, motor homes, trailers, trucks, other vehicles having more than two axles or four tires and commercial vehicles are prohibited in the PH1 common area parking areas and driveways. Temporary loading and unloading for periods not in excess of forty-eight (48) hours is permitted, providing the Owner makes a request for safe listing. Construction equipment or trash containers used in the actual repair, construction or maintenance of the property may be approved or restricted at the discretion of the Board of Directors.
7. Commercial Vehicles are defined as vehicles that have more than two axles, vans or buses designated to carry more than ten (10) persons, vehicles containing exterior racks or tool boxes and vehicles displaying signage or advertising.

VI. PROCEDURES FOR VIOLATIONS OTHER THAN PARKING

1. Residents are encouraged to initiate a complaint regarding illegal activity or infractions of community rules. For violations that require immediate attention, residents should be encouraged to Patrol One or the Management Company.

   • For emergency situations requiring the Police or Fire Department call 911.

   • Violations of the law (i.e., vandalism, unauthorized use of the pools, disturbing the peace, theft, break-in, noise disturbances, etc.), call the Orange County Sheriff Department at (949) 770-6011.

   • For unleashed and incessant barking dogs visit the San Clemente/Dana Point Animal Services website at http://san-clemente.org/departments-services/animal-services-casa or call (949) 492-1617.

   • For San Clemente City Code enforcement issues, call (949) 361-6173.

2. For violations such as skateboarding, fire lane parking, open garage doors, recreational use of motor courtyards, call the security and parking control service at the number listed on page 13 of this document.

3. For complaints that do not require immediate citing, residents can submit their complaint from the Association's website at www.presidentialheightsl.com or in writing to the Management Company. All written complaints are kept confidential.

4. Matters reported to the Management Company will be forwarded to the appropriate person or committee for review and appropriate corrective action.

5. When an infraction of community rules is demonstrated, the Management Company will be directed to send the violator(s) a Community Reminder letter describing the infraction and a date by which the infraction must be corrected. Communications are addressed to Homeowners only, if applicable, tenants will receive a courtesy copy of the letter.

6. If the infraction is not corrected by the designated date, the Management Company will send a notice of a Hearing to the owner of the unit. This letter must be sent to the registered owner via Certified Mail at least ten (10) days before the scheduled Hearing date.

Procedure for a Hearing:
When citations or Community Reminder letters fail to cure violations of PHl rules, the owner of the unit may be summoned to attend a Hearing before the CC&R Committee of the Board of Directors. The Hearing Notice must contain the specific information relative to the purpose for
the hearing, the specific amount of fines which may be imposed, the date, time and location of the Hearing and a statement advising the owner that he/she has the right to dispute the evidence or show due cause for the violation. The Owner has the right to appeal a CC&R Committee decision to the Board of Directors or be represented by counsel, if he/she so desires.

1. The Board of Directors or the CC&R Committee can hold Hearings when required. The Owner shall receive at least ten (10) days' notice of the Hearing via Certified Mail.

2. Following the Hearing, the Board of Directors considers all facts pertaining to the violation and renders appropriate corrective actions, which may include fines.

3. Failure of the Owner to attend a Hearing could result in the full amount of fine(s) being assessed.

4. Upon approval of the Board of Directors, the Management Company will send a Notice to Levy Fine by Certified Mail, which is the notice of the result of the Hearing, to the Owner within fifteen (15) days of the Hearing.

**NON-PARKING RELATED FINE SCHEDULE**

- First Violation Community Reminder sent; no fine assessed.
- Second Violation for the same offense; Hearing Notice and $50.00 fine.
- Third Violation for the same offense; Hearing Notice and $100.00 fine.
- Fourth Violation for the same offense; Hearing Notice and $200.00 fine.
- Additional Violation's for the same offense: Hearing Notice and $350.00 fine.

**NOTE:** Fines must be paid within sixty (60) days or additional charges may be assessed.

Owners will be responsible for replacement and labor costs associated with the actual repairs of damages to the facilities or common areas by their tenants or guests.

**VII. GARAGE RULES**

1. Garage Door Closure: For neat community appearance and personal security garage doors must be kept closed while unattended. A garage door can be open two feet (2') for ventilation purposes.

1.a. **Open Garage Door Fine Schedule:**

- First Violation Community Reminder sent; no fine assessed.
- Second Violation Hearing Notice and $50.00 fine.
- Third Violation Hearing Notice and $100.00 fine.
Fourth Violation Hearing Notice and $200.00 fine.

2. **Garage Sales**: PH1 will authorize up to two community-wide garage sales per year. The Board of Directors or a designated agent may sponsor these events. Individual garage sales are not allowed outside the designated community-wide sale event day(s).

3. **Estate Sales**: PH1 will authorize an individual estate sale, upon submission of the Estate Sale Authorization Form obtained from the management company or online at www.presidentialheightsl.com.

4. **Garages may not be modified** to restrict the accommodation of a standard passenger car or truck or block fire lanes. This means large items such as cabinets or shelves may not interfere with the parking or passage of a vehicle(s).

VIII. **SWIMMING POOLS**

There are nine (9) swimming pools available for use by residents throughout the community. It is the responsibility of all residents to abide by the pool regulations posted at each pool area. The Association **DOES NOT** employ a lifeguard and assumes **NO RESPONSIBILITY** for the safety of any persons using the pool.

Swimming and the general use of the pools is at your own risk. Select swimming pools may be closed seasonally or for maintenance.

1. Pool users shall not engage in disturbing activity or noise that may infringe on the rights, comforts or convenience of other residents living near the pool area. Any audio or video equipment is permitted only with the volume set for private listening. The use of headphones or ear buds is recommended. Any electronic devices must be operated on battery power. No extension cords are permitted in the pool area.

2. No throwing of hard objects is allowed. All balls must be soft, foam-based balls, similar to Nerf brand balls. Please use discretion with inflatables during busy times.

3. No rafts, surfboards, boats, baby pools, etc. will be permitted.

4. Bicycles, skateboards and scooters are not permitted on the pool deck.

5. Pool hours are from 9:00 a.m. to 10:00 p.m., unless otherwise posted.

6. All children under the age of fourteen (14) must be accompanied and directly supervised at all times by a responsible adult.

7. Running, rough play, throwing objects, excessive splashing of water and excessive noise are **NOT** permitted.
8. An adult resident must accompany all guests. Each residential unit is allowed four guests.

9. Swimmers must shower before entering the pool. Do not bring soap to the pool.

10. Keep the pool area clean and free of litter. Do not leave leftover food or dirty disposable diapers in the pool area or trash cans.

11. Glass objects are not permitted in the pool area.

12. Pets are not permitted in the pool area. If your pet enters the water, you will be responsible for all charges related to draining, disinfecting and re-filling the pool.

13. Pool gates must be kept locked at all times.

14. Pool users may use the furniture provided in the pool area and shall not place furniture into the pool or remove furniture from the pool area for any purpose.

15. Emergency life-saving equipment (hook and float) shall not be removed or used, except in case of an emergency.

16. The Management Company will supply pool keys to Homeowners and their tenants upon written request of the Homeowner. There is a charge of $50.00 for each additional or replacement pool key.

IX. ASSOCIATION MAINTENANCE RESPONSIBILITIES

PHI is a Planned Unit Development (PUD) and uses traditional real property concepts where, ownership includes an individual interest in a parcel of land, a subdivision lot, and the structural improvements situated on the lot. PHI homeowners are generally responsible for everything on their lot including all structural elements and most utilities. Members of the Homeowners Association own the Common Areas in PHI. The Association assesses funds from Homeowners to maintain the common area landscaping, streets and specific exterior building maintenance such as scheduled stucco and wood trim painting and roofs. Common areas consist of mutual or reciprocal easement rights appurtenant to the separate interests.

1. Buildings (CC&R's Article IV, Section 2, Page 8)
   a. Composition shingled peaked roofs and vents.
   b. Flat gravel composition roofs on "B" dwelling garages and "E" unit kitchens.

2. Plumbing Piping in Common Area
   a. Water piping between meter and dwelling shut-off valve.
b. Sewer lateral from exterior wall of dwelling to connection with the City sewer system (unless the clog or damage is caused by acts of the Owner/tenant).

3. **Electrical, Gas and Satellite or Cable TV Utilities**

   (CC&R's Article I, Section 4, Page 2)

   a. Courtyard security lights and lighting circuits in or on the Homeowner's walls are the Association's responsibility.

   b. The Association is not responsible for any part of the natural gas, electrical, satellite or cable TV communications systems. Service up to the meter or service connection is the responsibility of a utility company, and anything beyond that point is the responsibility of the Homeowner.

4. **Painting** (CC&R's Article IV, Section 2, Page 8)

   Major projects including several or all buildings:

   a. Exterior wood trim (includes exterior of Homeowner-added patio enclosures).

   b. Exterior stucco.

   c. Exterior fences, gates and walls.

X. **OWNER MAINTENANCE RESPONSIBILITIES**

1. **Buildings:**

   a. Doors, windows, screens, rain gutters, down spouts and garage doors, including repair or replacement.

   b. Damage to any exterior surface by the Homeowner, tenant or guest.

   c. Exterior fencing and gates such as those surrounding patios and entrance walkways.

   d. Skylights and any other Homeowner-installed roof top amenities.

   e. All structural elements, except roof and painting of exterior surfaces.

2. **Plumbing:**

   a. All exterior water shut-off valves and hose bibs.

   b. All interior plumbing.
3. **Patios and sidewalks:**
   a. Patios and sidewalks are surface areas deeded to Homeowners and maintenance and repairs are their responsibility.

4. **Electrical:**
   a. All equipment on the load side of the meter including the circuit breaker panel and all exterior lights and outlets (except motor courtyard security lights).

5. **Pests:**
   a. All pests including, but not limited to, the following pests: ants, mice, rats, birds, raccoons, skunks, bees and termites. Homeowners are responsible to secure a bee removal service within 24 hours when the presence of active bees is located on their property. Failure to do so will result in the Management Company securing a bee removal service at the Homeowner's expense.
   b. Repair and control of termite damage to the buildings is the responsibility of the Homeowner. Homeowners may collectively contract for termite control services.

6. **Party walls:**
   a. Party walls dividing two residents' lots, including the horizontal header board on exterior of the party wall, are the responsibility of the Homeowners of the lots on either side thereof. Maintenance, repair and replacement of such walls are the responsibility of the Homeowners. (Adjoining neighbors may wish to share the expense of removing or replacing the header board).

7. **General:**
   a. Homeowners are required to make or contract out any minor repairs necessary in a timely manner or, advise the Management Company the necessary repair is defined in this document as the Association's responsibility.
   b. Exterior painting to be per the Association's specifications. Paint color information is available from the Management Company or on the Association's website at www.presidentialheightsl.com.
   c. The Association is not responsible for rain leaks in walls or around doors and windows or leaks resulting from other Homeowner-added structures.

8. **Work Compliance:**
   a. All repairs, whether done by Homeowner or at the direction of the Association, shall be made in such manner that, when completed, shall conform to present architectural design.
b. If, after receiving written notice, an Owner fails or refuses to make needed repairs, the Owner shall be officially notified during a scheduled hearing that work shall be performed under the direction of the Association and the Homeowner's account will be assessed the amount of the repairs, following notice and hearing.

XI. OWNER RENTAL RESPONSIBILITY

Rental tenants must be registered by the Owner on the first day of occupancy of the residence by the tenant and appropriate fees remitted to the Management Company.

Tenant Registration Process:

1. The Homeowner and tenant completes and signs the Tenant Registration Form, and remits it to the Management Company. The Tenant Registration Form and initial fees are due on the date the property is rented. Homeowners who fail to submit a Tenant Registration Form will be required to attend a hearing conducted by the CC&R Committee or the Board and can be assessed a monthly fine of $25.00 until the form is submitted.

2. There is an initial $50.00 tenant registration fee. Subsequently, there is an annual registration fee of $25.00 due on the anniversary of the initial form submission for as long as the property is rented.

3. The Management Company will provide the tenant a copy of this Rules Booklet.

4. A Parking Permit application will not be approved until the Tenant Registration Form has been submitted to the management company.

5. Sub-leasing by tenants is strictly prohibited unless approved by the Homeowner and the additional names are added to a new Tenant Registration Form and submitted, to the Management Company

XII. TRASH COLLECTION

The trash is picked up every Wednesday (Contact CR&R for questions on service or holiday schedule changes). To preserve an orderly appearance, you are requested to observe the following:

1. Do not put trash containers out before Tuesday evening.

2. Retrieve the trash containers as soon as possible but no later than 24 hours after pick-up.

3. If you reside in a six-pack or a twelve-pack that has a motor courtyard, please place your containers side by side with a 1 foot space between containers on the blacktop nearest the street.

4. Place the trash containers with the lid facing towards the street so the automated truck can dump the contents. Do not overfill the container or it will not be picked up. If your container is full, please do not use your neighbor's container without their permission.
5. The trash collection fee is not included in your monthly assessment. Residents will receive a quarterly invoice directly from CR&R for this service.

6. Trash containers must be stored so they are not visible from the common area. Acceptable locations for storing trash containers are inside the garage or within the front patio enclosed area.

NOTE:

Any questions regarding your trash pick-up or to arrange extra pick-ups, should be directed to the CR&R Environmental Services website at http://crrwasteservices.com or call (949) 728-0446.
PRESIDENTIAL HEIGHTS #1 COMMUNITY ASSOCIATION

Annual Parking Permit Application

Garage Size  [  ] 1-Car  [  ] 2-Car

Name: ______________________________________________________________

PH1 Address: _____________________________________________, San Clemente, CA 92672

Primary Phone #: (____) _______________ Secondary Phone #: (____) __________________

Email: ______________________________________________________________

Homeowner Name(s): ______________________________________________________________
(If different from applicant’s name)

List vehicle information for the vehicle(s) which will be parked in the garage of your residence

Year____ Make: _______________ Model: __________ Color: __________ State/License: __________

Year____ Make: _______________ Model: __________ Color: __________ State/License: __________

List vehicle information for which you are requesting a PH1 parking permit

Year____ Make: _______________ Model: __________ Color: __________ State/License: __________

Mail complete form to Patrol One with copies of all vehicle registrations and a $20.00 check made payable to: Presidential Heights 1.

(IF applicable) List vehicle information for the vehicle(s) considered oversized and cannot be parked in your garage

Year____ Make: _______________ Model: __________ Color: __________ State/License: __________

Year____ Make: _______________ Model: __________ Color: __________ State/License: __________

Standard garage dimensions apply.
An oversized vehicle requires a $20.00 parking permit fee made payable to: Presidential Heights 1

A garage inspection is required if garage was not previously inspected for the listed oversized vehicle(s)

Request for a Patrol One Garage Inspection  [ ] YES  [ ] NO

Garage inspection fees are $25.00 and made payable to: Patrol One.

List vehicle information for which you are requesting a Conditional PH1 parking permit

Year____ Make: _______________ Model: __________ Color: __________ State/License: __________

Mail completed form to Patrol One with a copy of the vehicle registration and a $100.00 check made payable to: Presidential Heights 1 ($100.00 for the first parking permit and $150.00 for each additional permit). A separate application is required for additional vehicle.

I, the undersigned resident, do hereby attest that the statements made on this application are true and accurate. I further acknowledge that I have read and understand all of the Association’s Parking Rules. Failure to follow said Parking Rules can disqualify me from Parking Permit privileges.

Applicant Signature: __________________________________________ Date: ______________

Printed Name: __________________________________________________

00505565-1
PRESIDENTIAL HEIGHTS #1 COMMUNITY ASSOCIATION
APPLICATION FOR EXCEPTION TO THE PARKING RULES FOR MEDICAL REASONS

PH l Parking Rules specify conditions where PH l residents may obtain a Parking Permit for one vehicle in excess of the number of garage spaces and the related safe listing of guests' vehicles. PH l also recognizes its obligation to provide reasonable accommodations for limited time exceptions. For the purpose of a limited time or temporary accommodation, extended safe listing may be granted. Therefore, persons wishing to be granted an exception to the Parking Rules due to a medical situation are required to complete the following application for consideration by the CC&R Committee, as authorized by the Board of Directors. A doctor's confirmation is required for this application. The resident's right to privacy prevents the Association from asking questions about the disability. Submittal of this application may result in an inspection of the garage and living space of the residence to establish the need to authorize extended safe listing of a vehicle during a medical situation.

Resident's Name: _____________________________________________________________

Owner's Name if Applicant is Tenant: ______________________. Phone#: (___) ______________________________

Resident's Address: ____________________________________________________________

Primary Phone #: (___) __________________________ Email: _________________________________________

Vehicle to Be Safe listed (Make/Model/License): ______________________________________

Doctor's Certification (Required for Consideration):

Doctor's Name: _________________________________________________________________

Doctor's Phone #: (___) __________________________________________________________

Expected length of condition: ______________________________________________________

I hereby certify that the above listed applicant is my patient, and that conditions exist whereby the use of medical equipment or patient assistants is necessary.

_________________________________________________________ Date

Doctor's Signature

I hereby attest that the information provided is true and accurate and hereby request accommodation to safe list a vehicle for a period not to exceed six (6) months. If the resident needs additional time beyond the specified date, a new application is required.

_________________________________________________________ Date

Resident's Signature

CC&R Committee Recommendation:

Safe listing is approved for a period of ____months, or until _________________. 
NOTES

Contact List

Management Company:
Association Management and Support Services (AMSS )
James Parsons (909) 444-7655 ext. 106 jparsons@amsshome.com
Trisha Maza (909) 444-7655 ext. 113 tmaza@amsshome.com

Parking Enforcement and Security Service:
Patrol One (949) 367-8055 http://www.patrol-one.com
or
(7 14) 541-0999

City of San Clemente:
General Info (949) 361-8200 http://san-clemente.org/

So Cal Gas - Gas Service
Gas Emergencies/Safety Issues (800) 427-2200 https://www.socalgas.com
Residential Customers (877) 238-0092

San Diego Gas & Electric (SDGE) - Electricity Service
Electrical Emergencies/Safety Issues (800) 411-7343 https://www.sdge.com
Residential Customers (800) 411-7343

Cox Communications - TV, Telephone and Internet Services
Customer Service (949 ) 240-121 2 (800) 234-3993 https://www.cox.com

CR&R Environmental Services - Trash Pick-up Service
Customer Service (800) 826-9677 http://crrwasteservices.com