

**Provence d'Aliso
Community Association**

**Rules
&
Regulations**

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PROVENCE d'ALISO
Community Association

A Condominium Development located
in Aliso Viejo, California

PREAMBLE

Provisions for these Rules & Regulations and authority for enforcement are contained in the Declaration of Covenants, Conditions and Restrictions for the Provence d'Aliso Community Association, recorded December 4, 1989, in the County of Orange, which is a statement of limitations, conditions and covenants applicable to owners of individual home units and common areas; these limitations, conditions and covenants run with the land and are binding on all parties having acquired any rights, title or interest in properties within Provence d'Aliso Community Association.

Observing and enforcing these Rules & Regulations is the responsibility of each and every homeowner, tenant and their guests.

Managed By:

Accell Property Management
23046 Avenida de la Carlota, Suite 700
Laguna Hills, CA 92653

PROVENCE d'ALISO COMMUNITY ASSOCIATION RULES & REGULATIONS

I. INTRODUCTION

1. The Rules & Regulations of the Provence d'Aliso Community Association are established by the Board of Directors for the protection of the homeowners. These Rules & Regulations supplement and/or clarify, but in no case replace the Declaration of Covenants, Conditions, and Restrictions or By-laws.
2. In the event of a conflict between these rules and the CC&Rs, the CC&Rs will control. In the event of a conflict between these rules and the Association's By-laws, the By-laws will control.

II. DEFINITIONS

1. "Homeowner" means the person (or persons) holding recorded title to a home unit or any members of the immediate family residing in the unit, and are Owners and members as those terms are defined in the CC&Rs.
2. "Resident" is defined as any person or persons who lives in the unit. Occupancy is to conform to County Health and Fire Code Regulations and Declaration of Restrictions and CC&R's.
3. "Guests" are defined as visitors of the Homeowner or Resident. When guests use Association facilities, they must be accompanied by the Resident at all times.
4. "Management" is, at all times referred to herein:

Accell Property Management
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III. HOMEOWNERS, RESIDENTS, TENANTS & GUESTS

1. Homeowners shall be held financially responsible for destructive acts of Residents or Guests, and are subject to fines for any rule violation.
2. No Resident shall do anything to impair, prevent or restrict the Association's maintenance of the common area.
3. Homeowner is required to furnish his/her non-owning Residents with a copy of the Association CC&Rs, By-laws and these Rules & Regulations.
4. No noxious or offensive trade or activity which is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, shall be carried on within the property, nor shall

PROVENCE d'ALISO COMMUNITY ASSOCIATION RULES & REGULATIONS

anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood.

5. Homeowners must provide Management upon sale and/or rental of any unit a "Notice of Residency Change" form, a copy of which is attached to these rules (Exhibit "A").
6. Solicitors are strictly prohibited access to Provence d'Aliso, and no Members may solicit or advertise sale of products or services in any manner visible from Association Common Area.
7. All meetings of the Association, its Board of Directors and any committee thereof, shall be run according to Roberts Rules of Order.

IV. ENFORCEMENT POLICY AND FINES

1. Any conduct that is an apparent violation of the governing documents and rules of Provence d'Aliso Homeowners Association will normally be processed according to the procedures outlined herein, unless the exigencies of a particular situation requires a different approach. These Rules are intended to supplement and clarify the notice and hearing procedure outlined in Article XII of the Association's By-laws.
2. In the event the Association's Management Agent, a member of the Board of Directors or two or more Residents file a Violation Report (see Exhibit "B"), the Board is empowered to act as follows while a violation continues:
 - a. Send a violation letter stating the nature of the violation and the date by which it must be cured, including notice to Member of right to request hearing. Notice must provide at least fifteen (15) days to cure before any expulsion, termination or suspension of any rights afforded a member under the CC&Rs, By-laws or Rules and Regulations of the Association.
 - b. If a hearing is requested, send a second letter with a notice of hearing date to the Resident Owner.
 - c. Set a hearing not less than thirty (30) days nor more than sixty (60) days from date of the written notice of violation, and at least ten (10) days after notice of the hearing date.
 - d. The Owner is required to appear at the hearing before the Board or Committee. The Board or Committee has seven (7) business days after the hearing to deliver a written decision to the Owner.
 - e. If deemed appropriate a Fine, penalty or other enforcement action may be imposed, according to the Association's Fine Schedule (Exhibit "C"), at or following the hearing.

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V. PARKING AND VEHICULAR RULES (In addition to restrictions stated in CC&R §8.2)

1. Unless specifically provided in these Rules & Regulations or posted within the common areas, all California laws, rules and regulations governing the ownership, registration and operation of automobiles and vehicle traffic shall govern the operation of all vehicles, as that term is defined in the California Vehicle Code, on the streets within the Provence d'Aliso Community Association.
2. All parking and vehicular restrictions stated in the CC&Rs and these rules will be strictly enforced by the Provence d'Aliso Community Association and its authorized agents. Vehicles must not be parked within the properties so as to obstruct the free flow of traffic, constitute a nuisance or otherwise create a safety hazard within the Association.
3. Each Owner is required to park his/her vehicle(s) in the exclusive use Common Area of the subject unit. Residents may only park additional vehicles in guest parking spaces if the vehicle displays an Association parking decal at the lower left corner of the rear window. Decals are available from the Association's Management for a monthly fee in an amount to be set by the Board and subject to change by the Board. Applications must be requested in writing to Action Property Management. Decals may be issued by the Board after review of an owner's application on a case by case basis. Displaying the properly registered decal permits owners to park an additional vehicle in guest parking but does not guarantee the availability of a space.
4. All non-numbered/unassigned parking spaces are deemed as guest parking. Guests must obtain official parking permits from the Association, either directly or through their Owner or Resident host. Guests' vehicles parking without a valid pass will be subject to tow if parked in guest parking without a parking permit. Residents' vehicles parked in Guest parking spaces are subject to towing unless they display a valid Provence d'Aliso parking decal.
5. No inoperable vehicle or large commercial-type vehicle shall be parked, stored or kept anywhere within the Association except wholly within the Owner's garage and only with the garage door closed. A "Commercial Vehicle" is a vehicle which is used in commerce on business of any type, and/or required to be registered as a commercial vehicle pursuant to the pertinent provisions of the California Vehicle Code and which is used or maintained for the transportation of persons for hire, compensation, or profit, or designed, used, or maintained primarily for the transportation of property. This restriction excludes camper trucks and similar vehicles up to and including 3/4 ton when used only for everyday type passenger transportation, and subject to approval by the Board of Directors.
6. Motor vehicles traveling on the Provence d'Aliso Community Association streets are subject to fine for traveling in excess of the posted 10 MPH speed limit, failure to stop, or otherwise operating a vehicle in an unsafe manner.
7. Excessive roaring and/or racing of vehicle motors shall be subject to a fine for each occurrence.

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8. No resident's motorcycle may be parked in the common area, other than in an exclusive use common area parking space designated for the vehicle owner's unit.
9. Vehicles displaying a properly registered Association parking decal will be permitted to park in a guest parking space. Vehicles parked in a guest parking space without a properly registered Association parking decal are subject to tow at vehicle owner's expense.
10. Any decal will be revoked for any past due or delinquent dues, fees or fines assessed by the Provence d'Aliso Community Association. Any vehicle displaying a decal that has been revoked by the Provence d'Aliso Community Association will be reported to the Association's contracted towing company for towing at vehicle owners expense.
11. Guests of Residents that will have a vehicle parked in guest parking for more than one night must renew their temporary parking permit and the permit must be prominently displayed. Any vehicle receiving a parking ticket may receive a subsequent ticket every 24 hours thereafter for the same violation.
12. Violators of any parking rules will be subject to fines and/or towing of vehicles at vehicle owners expense. Damage to any towed vehicle is not the responsibility of the Provence d'Aliso Community Association. Residents who obtain a parking decal and are found in violation of any parking regulation/rule set forth will result in immediate fines and the immediate revoking of any parking decal and/or permit.
13. Acrobatics of any kind (including but not limited to, rollerblading, bicycling, skateboarding, etc.) is strictly prohibited throughout the Common Area.
14. Mopeds, gopeds, golf carts, go-carts, and motorbikes are subject to Vehicle Code restrictions, including, but not limited to, the requirement that both driver and motorbike must be properly licensed and registered.
15. With the exception of the Association's maintenance vehicles or equipment, all motor vehicles shall be operated only upon paved roads within the Association. No off-road riding will be permitted.
16. No wheeled modes of transportation, including but not limited to, skates, bicycles, skateboards, tricycles and toy vehicles, are permitted in the Association's pool areas or tennis courts or public walkways.

VI. GARAGE SALES

1. No Resident may hold a garage or yard sale without prior written authorization from the Association's Board of Directors. Any resident who holds a sale or displays or offers for sale any

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goods or merchandise, at any time, including the dates and times of the Provence d'Aliso Community Garage Sale, without a permit, shall be in violation of the Provence d'Aliso Community Association Rules & Regulations and subject to a fine of \$45.00.

2. During the Provence d'Aliso Community Garage Sale, all Residents whose goods are being sold at the garage sale must park their vehicles offsite, or in areas other than Guest Parking or Fire Lanes, prior to 8:00 A.M. the date of the Sale. Goods or Merchandise for sale may be displayed only on the participating Owner or Resident's Exclusive Use Common Areas.

VII. ANIMALS

1. Pets are not allowed in the tennis courts or pool facilities.
2. Dogs and Cats must either be kept within an enclosure, in an exclusive use area yard, or on a leash.

VIII. COMMON AREA

1. Unauthorized adjustments to common area equipment and timing devices are strictly prohibited and subject to assessment for the cost of all resulting repairs and a \$50.00 fine.
2. Satellite dishes may only be installed pursuant to the Association's official policy regarding Satellite Dishes.
3. Trash, garbage, rubbish and other waste shall be deposited only in sanitary, covered containers or tied up in plastic bags. Containers may be set out for a reasonable period of time, but at no time earlier than the evening before or the evening after scheduled trash pick-up.
4. Tampering with or adjusting sprinkler heads is prohibited. Sprinkler problems should be reported promptly to Management.
5. Laundry shall not be hung within patios, balconies, or any areas visible to others.
6. No materials of any kind, including indoor-outdoor carpet, are permitted on deck, balcony or landing surfaces without written authorization from the Association's Architectural Committee.
7. Any tampering, forced entry (by hand or auto) or climbing upon security gates by homeowners, guests, tenants or agents is subject to a \$150.00 fine.
8. Hoses visible from the street must be detached and stored out of sight when not in use.
9. Gate codes are not to be given out to individuals other than residents of the community. All guests must use the gate directory phone for access.

PROVENCE d'ALISO COMMUNITY ASSOCIATION RULES & REGULATIONS

10. In addition to all Architectural guidelines, all holiday decorations visible from the Common Area to be attached to property over which the Association has architectural control are to be a temporary attachment and require prior written approval, and must not be attached to the structure or common area in any way that may be considered unsafe, damaging or unreasonably infringing upon neighboring units' enjoyment or use of their property. No decorations may be attached more than 20 days prior to a holiday and must be removed within 10 days after that holiday.

11. In addition to all applicable Architectural Guidelines, unsightly window coverings and window improvements visible from the Common Area which do not comport with the community aesthetic are prohibited.

12. Patios, balconies, underneath exterior stairwells and entries shall not be used for storage under any circumstances.

13. Flower pots and decorative items are prohibited on exterior railings, walls, fences, stairways and other locations where they pose a risk of falling. All flower pots, containers and other objects must be placed on the patio or balcony floor. All potted plants require leak proof trays that will contain all drainage from the pot.

14. Unless specifically authorized by the Board of Directors and the Architectural Committee, nothing may be stored upon the Common Area. This prohibition includes, but is not limited to, the following: trash cans, trash receptacles, hose and hose reels, building materials, Christmas trees, bicycles, and all other modes of transportation.

IX. POOL, SPA, FITNESS CENTER & TENNIS COURTS

1. Use of Common Area facilities by anyone, including Homeowners, for monetary gain is strictly prohibited and subject to a \$50.00 fine.

2. Residents and their Guests are expected to conduct themselves in a manner that will not disturb or interfere with use and pleasure of other residents.

3. The swimming pool opens at 5:00 A.M. and closes at 11:00 P.M. No one shall interfere with the operations and/or maintenance of the pool and other common area facilities.

4. PLEASE NOTE: NO LIFEGUARD IS ON DUTY. Residents and Guests use the common area facilities at their own risk.

5. Persons subject to fainting or with ailments aggravated by heat should not use the spa. Extreme caution should be exercised by parents/guardians if allowing children access to the spa.

6. No smoking in fitness rooms or restrooms. Violators are subject to a \$50.00 fine.

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7. Proper swim wear must be worn in pool and spa. Children wearing diapers are not allowed in the pool or spa at any time. No street clothing, including jeans, long-legged pants or any other clothing that may discharge dyes or other chemicals, is permitted in the pool or spa. Absolutely no nude bathing is allowed.
8. Everyone is required to rinse off at the showers before use of the pool or spa.
9. Absolutely no soap, oils or other foreign substances may be used in the pool or spa. Bathing or shampooing hair in the pool or spa prohibited.
10. No glass objects shall be brought into the pool/spa area, fitness center, or tennis courts; all beverages must be in unbreakable containers.
11. Absolutely **NO RUNNING OR DIVING** is permitted in the pool or spa areas. Multi-person flotation devices are prohibited. No loitering.
12. No pets are permitted within the gates of the pool/spa areas, fitness areas or tennis court areas.
13. Patio furniture may not be displaced or removed from its intended location in the pool/spa area.
14. Prior written approval is required to reserve pool facilities for private parties (see PROVENCE d'ALISO COMMUNITY ASSOCIATION RECREATION FACILITY RENTAL APPLICATION, attached to these rules as exhibit "D"). Proper proof of insurance, reasons for reservation and/or cleaning deposits are required. Persons using the pool area for a private party who have not followed this procedure will be requested to cease pool area activities by the Board or a Board appointed representative, will receive a bill for cleaning and be assessed a fine for \$100.00.
15. Pool gates must remain closed at all times.
16. Leather, hard soled or other shoes which will mark, scuff or discolor court surfaces are not allowed on the tennis courts.
17. Tennis court use is limited to sixty (60) minutes if others are waiting to use the facilities.
18. Care should be taken not to harm common areas when retrieving lost tennis balls. The costs to repair damages resulting from a Resident or Guest shall be the responsibility of the Homeowner.
19. Residents must turn off all lights, secure gates, and remove any trash when leaving the tennis courts.
20. No access to the pool, spa, fitness center or tennis facilities by individuals other than Residents or approved guests is permitted. Access must be by Provence d'Aliso key. Non-Resident

PROVENCE d'ALISO COMMUNITY ASSOCIATION RULES & REGULATIONS

Homeowners relinquish their rights of access to the pool, spa, tennis and recreation facilities to the Residents of their units.

21. Radio and stereo units must be kept at low volume levels so as not to disturb or annoy other persons using the facilities and Residents in surrounding units.

22. Use of Common Area exercise equipment is AT YOUR OWN RISK. Parents of minor children are required to accompany and supervise their children's use of all such equipment, and assume full responsibility for any injury resulting therefrom.

X. MISCELLANEOUS

1. All Homeowners contracting with vendors providing routine maintenance, repair or other services must submit to the Association the name, address and telephone number of said vendors prior to the commencement of any work.

2. Construction and other noisy vendor work will occur only from Monday through Friday, 7:00 A.M. till 6:00 P.M. Any deviation of hours without written approval are subject to fines. Vendors must use pass codes and/or card key or other means of ingress and egress approved by the Board.

3. Pursuant to CC&R §2.9, all window and screen maintenance is the responsibility of the Homeowners. Tracks, glass, weep holes, and seals are included in this maintenance. Any damages incurred due to lack of or poor maintenance by the Homeowner shall be the responsibility of the Homeowners and must be repaired immediately to deter further damage to Common Area Property. Any damage to Common Area Property must be documented and presented to Provence d'Aliso Community Association.

4. Unless otherwise specifically authorized by applicable law, no Owner or Resident may operate within a residence in the Provence d'Aliso community any residential care facility, group home or halfway house, whether for profit or non-profit, without prior written approval from the Board of Directors. Under no circumstances may an Owner or Resident operate such a facility for the purpose of housing recently released and/or paroled prisoners, compulsive gamblers, registered sex offenders, active drug users or any other group not expressly protected under the California and Federal Fair Housing Acts.

PROVENCE d'ALISO
ARCHITECTURAL STANDARDS AND GUIDELINES

1. All exterior installations, additions, changes or alterations require prior written approval of the Association's Board of Directors or, if duly created by the Board, the Association's Architectural Committee.
2. Installation of a satellite dish in the common area must meet the provisions set forth in the Association's formal Satellite Dish Policy and the procedures set forth therein. The Association will not enforce any provision of the CC&Rs or any other policy of the Association which imposes an outright ban on television antennas or otherwise impairs the reception of an acceptable quality television signal.
3. No improvements shall be approved which the Board or Architectural Committee concludes, in its sole discretion, may impair the structural integrity of any building or portion thereof.
4. Residents may not alter landscaping in exclusive use common areas, including adding or changing any plants, without prior written approval from the Board or Architectural Committee.
5. Temporary use of driveway or deck for the storage of building materials, trash receptacles, and other personal property (including but not limited to all modes of transportation) must have prior approval from the Board or Architectural Committee.
6. Lattice work is deemed as unacceptable and may not be used for any type of overhang work.
7. Residents shall not place pots on Homeowner-maintained decks or railings. Any damage or injury resulting from pots placed on decks or railings is the sole responsibility of the Homeowner.
8. "For Sale", "For Rent" and "For Lease" signs must be of the design and style approved by the Board or Architectural Committee and in conformity with Civil Code §713. Any signs not in compliance will be confiscated after notice given or, if deemed hazardous, confiscated immediately.

CHANGE OF RESIDENCY NOTICE

DATE: _____

ADDRESS: _____

UNIT OWNER NAME: _____

DAY PHONE: _____ EVENING PHONE: _____

NAME OF NEW RESIDENT(S): _____

DAY PHONE: _____ EVENING PHONE: _____

ADDITIONAL NEW RESIDENTS:

NAME: _____

NAME: _____

NAME: _____

AGREEMENT OF NEW RESIDENTS

I (we) have received copies of the Provence d'Aliso Homeowner Association CC&Rs, By-laws, Rules and Architectural Guidelines, and agree to abide by the rules, regulations and restrictions set forth therein.

SIGNATURE OF NEW RESIDENT

DATE

SIGNATURE OF NEW RESIDENT

DATE

SIGNATURE OF NEW RESIDENT

DATE

PROVENCE d'ALISO HOMEOWNERS ASSOCIATION
RULES AND VIOLATION REPORT

DATE: _____

I. PERSON MAKING REPORT: NAME: _____
ADDRESS: _____
PHONE NUMBER: _____

II. DESCRIPTION OF VIOLATION (fill in as completely as possible):

DATE: _____ TIME: _____

LOCATION: _____

VIOLATION: _____

III. DESCRIPTION OF VIOLATOR: NAME: _____
ADDRESS: _____
PHONE NUMBER: _____

IV. ADDITIONAL WITNESSES: NAME: _____
ADDRESS: _____
PHONE NUMBER: _____
NAME: _____
ADDRESS: _____
PHONE NUMBER: _____

V. HEARING COMMITTEE ACTION TAKEN: DATE: _____
DESCRIPTION OF ACTION: _____

COMMITTEE APPROVAL SIGNATURE: _____

PROVENCE D' ALISO COMMUNITY ASSOCIATION

PROCEDURES FOR RULE ENFORCEMENT

September 1, 2006

- First Offense:** A violation letter will be sent.
- Second Offense:** Following a scheduled hearing, a letter with a demand for legal fees (if applicable) and a fine as set forth in the Table of Fines.
- Third Offense:** Following a scheduled hearing, a letter with a demand for legal fees (if applicable), double the fine set forth in the Tables of Fines, and warning that legal action will ensue to remedy violation.
- Fourth Offense:** Following a scheduled hearing, a letter with demand for legal fees (if applicable), triple the fine set forth in the Table of Fines, commencement of appropriate legal action, and revoking of common area privileges.

TABLE OF FINES

OFFENSE	AMOUNT PER VIOLATION
Architectural Non-Compliance	\$100.00
Parking Violations	\$ 50.00
Speeding in Excess of Ten (10) Miles Per Hour	\$ 50.00
Failure to Stop	\$ 50.00
Replacement of Recreation Key	\$125.00
Tampering, Forced Entry of Security Gates, unauthorized entry and/or presence in Association	\$150.00
Unapproved Signage	\$ 50.00 and/or confiscation
Garage Sales	\$ 45.00
Other Violations	\$ 50.00

PROVENCE d'ALISO COMMUNITY ASSOCIATION
RECREATION FACILITY APPLICATION

Name: _____

Address: _____ Unit #: _____

Phone Numbers: Home: _____ Work: _____

Date Reserved: _____ Time: Start _____ Finish _____

Type of Event: _____ Number of Guests: _____

Is the event to be catered? _____

If "Yes," name of caterer _____ Phone Number: _____

Will there be entertainment of any kind at this event? _____

If so, what is the entertainment? _____

Name and phone numbers of person(s) responsible for clean-up:

_____ # _____

_____ # _____

_____ # _____

Rental Fee \$ _____ (Non-refundable. One month cancellation
notice required).

Security deposit \$ _____ (Non-refundable. One month cancellation
notice required).

Please enclose two checks for the noted rental fee and security deposit, payable to
Provence d'Aliso Community Association. Also enclose a copy of the declarations page
for your liability insurance policy providing insurance coverage for any bodily injury
resulting from use of Common Area facilities.

Today's date _____

Owner's Signature

Association Approval

PROVENCE D'ALISO COMMUNITY ASSOCIATION
SATELLITE DISH/ANTENNA POLICY

DEFINITIONS

FCC: The term FCC refers to the Federal Communications Commission.

ANTENNA: The term antenna includes: (a) satellite dish; (b) TVBS - An antenna designed to receive over-the-air television broadcast signals; (c) MMDS - An antenna designed to receive (wireless cable) programming services via multichannel, multipoint distribution services; (d) DBS - An antenna designed to receive direct broadcast satellite service (e.g. Primestar). Antennas may also include a transmission device where required to select video programming.

APPLICANT: The person intending to install and use an antenna.

ACCEPTABLE QUALITY SIGNAL: Does not mean the strongest possible signal. With respect to a DBS dish/antenna it means an unobstructed, direct view of the satellite or other device from which video programming service is received.

REASONABLE: As used herein, the term reasonable shall mean such costs, requirements, locations and the like which do not impose unreasonable expense or delay nor preclude reception of an acceptable quality signal.

IMPAIR: The term impair means (a) an unreasonable delay or prevention by the Association of installation, maintenance or use of the antenna; (b) an unreasonable increase in the cost of installation, maintenance or use; or (c) precluding reception of an acceptable quality signal.

GUIDELINES AND RULES

1. All satellite dish, MMDS and DBS antennas must be one meter (39") in diameter or less to be permitted within Provence D'Aliso. Antennas larger than one meter (39"), except TVBS, are prohibited unless approved by the Architectural Committee.

2. Applications for approval of your antenna should be submitted on the Association's Antenna Approval Form (attached) but any format which includes the information to be provided on the Antenna Approval Form is permitted.

3. Plans and specifications for your antenna must be submitted to the Association's Architectural Committee for approval, but you may install your antenna before submitting your request for approval. No penalties are imposed if an applicant installs an antenna before seeking Architectural Committee approval. It is recommended that you first secure Architectural Committee approval because if you install your antenna before your plans are approved, you may incur additional costs to relocate the antenna or reasonable costs to conceal or screen it. The architectural review process will consider size and type of antenna, make and model of antenna, location, reasonable screening/concealing options, signal quality, cost of compliance, among other factors. Any additional costs to conceal the antenna will take into account the cost of equipment or service and the visual impact of the antenna. In some cases, the Association will pay some or all of the relocation and/or screening costs.

4. Antennas will be permitted only on property over which the applicant has exclusive use or control and a direct or indirect ownership interest. You may not place any part or portion of the antenna on commonly owned property, Association owned property, nor on the property of another owner without the written consent of the other property owner. It is recommended that you check with the management company and the Architectural Committee when you are uncertain about whether the desired location for the antenna is common area, Association owned property, or the property of another Owner.

5. No prohibitions, restrictions, nor absolute bans of antennas which are found within the Provence D'Aliso CC&Rs will be enforced by Provence D'Aliso except, and to the extent, consistent with this policy and the FCC Rule of August 5, 1996 and subsequent FCC Rules, Orders and Opinions.

6. Masts used to raise the height of an antenna will be given careful scrutiny to determine if a reasonable, but less obtrusive method or approach can be found which provides an acceptable quality signal. You may be asked to paint or to take other reasonable steps to minimize the impact of the mast so long as no impairment results.

7. The Association may pay the costs of the required or requested screening/concealment (where appropriate) of the antenna. Concealment efforts may be requested in order to reduce the visual impact of the antenna. Painting the antenna to make it blend in with its surroundings may also be required so long as no impairment results.

8. Antennas will be required to be placed in preferred rear yard, ground mounted locations, and, to the extent feasible, in locations that are not visible from: (a) the street; (b) common area; (c) recreation areas; (d) other association property; and (e) the home and yards of neighbors, IF this placement does not impair reception of an acceptable quality signal, delay installation nor add unreasonably to the cost.

9. For safety reasons, antennas must be adequately and safely installed. Bolting and/or guy-wires may be required for safe use, operation and maintenance of the antenna, or to prevent damage or injury to the property or person of others or property over which the Association has a maintenance responsibility. No bolting or mounting of guy-wiring may be attached or affixed to commonly owned property (unless such property is for the exclusive use of the Owner making the application), association owned property or the property of others without the written consent of the other owner.

The purpose of this Rule is to prevent injury to persons and property caused by antennas falling or being blown off the support in a wind, other natural event, or as a result of use or maintenance by applicant.

10. For safety reasons, no antennas may be installed or maintained in such a location, or fashion, that results in the antenna obstructing: (a) a fire exit, access to or egress from a fire exit; (b) access to any fire safety apparatus (e.g. smoke alarm, fire alarm, fire extinguisher, fire hose, fire tools and/or equipment, etc.); (c) access by any fire marshal or firefighter on fire department or fire authority business; or (d) access by an owner, guest, tenant, invitee or the like of a neighboring property to the neighboring property.

The purpose of this rule is to: (i) prevent the delay or inability of fire and/or rescue personnel and equipment reaching a person or location where their help is needed, and (ii) to prevent the delay or inability to gain access to a neighboring home or property, by the neighboring homeowner or his/her guest, tenant, invitee or the like.

11. The Association may enter your property, following reasonable notice to you, during reasonable times, to take comparative signal strength measurements and to verify the information on the Antenna Approval Form. These measurements will be used to assist the Association in its review of alternative antenna locations, where appropriate.

12. Antennas, cabling and other satellite dish/antenna parts and equipment, located on the exterior of any building or other structure over which the Association has a maintenance responsibility, may be required to be temporarily removed, at the owner's sole expense, to allow the Association to conduct and complete the inspection, maintenance, repair, and replacement of those building elements for which it is responsible.

13. An owner and/or occupant who installs a satellite dish/antenna will be responsible to the Association for the cost of repairing damage to any commonly owned property and/or Association owned property, or other property over which the Association has a maintenance, repair and/or replacement obligation. An owner and/or occupant who, as a result of the installation of a satellite dish/antenna, causes damage and/or injury to commonly owned property, Association owned property or other property over which the Association has a maintenance obligation and/or who causes personal injury, bodily injury or property damage to any officer, director, agent, contractor and/or any other person invited by the Association or its members to enter upon the Project, Property and/or community will be required to indemnify the Association for any such injury and/or damage.

14. For purposes of this Satellite Dish/Antenna Policy, a tenant who provides the Association with a written application for approval will be treated as the owner of the dwelling within which the tenant resides in the Association.

15. The violation of any provision of this Satellite Dish/Antenna Policy may result in a reasonable penalty upon the owner or occupant of the dwelling causing such violation.

16. The Association will not require that an owner or occupant of a dwelling unit wishing to install a satellite dish/antenna use a qualified and licensed contractor for such installation. However, should an owner/occupant of a dwelling unit elect to utilize a contractor for such installation, the owner/occupant of the dwelling unit must require that the contractor have both worker's compensation and general liability insurance policies before any such installation takes place. This requirement protects the owner/occupant of the dwelling unit as well as the Association should any personal injury, bodily injury and/or property damage occur

as a result of the installation, maintenance and use, of the satellite dish/antenna by the owner or occupant of the dwelling unit.

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