7011173-1-2-39

The Management Trust

December 18, 2018

2019 BEAR BRAND AT LAGUNA NIGUEL COMMUNITY ASSOCIATION
COST CENTER (RIDGE)
BUDGET REPORT

Dear Bear Brand Cost Center (Ridge) Homeowner:

After thoughtful review and consideration, the Board of Directors has approved a budget for the fiscal year ending January 31, 2020. The Board believes the budget is reasonable and prudent to meet the funding needs of the association. The monthly assessment will increase to $119.00 per home, per month effective February 1, 2019. A copy of the budget is enclosed for your review.

The Association has significantly increased the landscape replacement reserve budget for the association maintained slopes, as a result of spreading agricultural disease and mature plant material which reached its life expectancy and adversely affected much of the plant material on the association maintained slopes. The Board worked with the landscape maintenance company and a landscape consultant and developed a significant slope renovation and plant replacement plan, including the removal and replacement of trees. Because of this large project the landscape reserves have been used for this extensive undertaking. The Board is continuing with the planned landscape renovation projects on the Cost Center maintained slopes. The remaining renovation areas are expected to take approximately 2 years to complete.

In addition, the Association has seen a direct impact on various maintenance contracts from the mandated minimum wage increases. The minimum wage will rise from $10.00 per hour to $15.00 per hour. This wage sets the scale for the maintenance and service industry workforce. The Association has had to budget for the increased rising costs of these maintenance contracts.

The Board of Directors had a reserve study update performed for the major capital components at the Bear Brand at Laguna Niguel Community Association Cost Center (Ridge). The Board contracted with The Management Trust to provide this report. At the end of the fiscal year, the association's reserves are projected to be funded at seventy-three (73%) percent of the required amount. A summary of the reserve report is enclosed along with the reserve funding plan adopted by the Board; a copy of the entire report is available from The Management Trust.

The reserve study requires an annual allocation of $104,000 to adequately fund reserves according to 2019 reserve study projections. The Board of Directors is not funding the reserve the required amount through its annual reserve allocation as part of the regular assessments. The Board of Directors does not, at this time, anticipate the need to apply a special assessment to repair, replace, or restore any major component or to provide adequate reserves therefore. However, the Board reserves the right to approve a special assessment for unplanned major

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expenses in the upcoming year. The Board of Directors has not deferred or eliminated any repairs or replacements of any major reserve components.

The Bear Brand at Laguna Niguel Community Association Cost Center (Ridge) does not have any outstanding loans at this time.

The California Civil Code requires the Association to prepare and distribute summaries of certain insurance policies carried by the Association. A summary of the Association's Property and General Liability policies are enclosed.

It is suggested that you keep these reports with all other documents pertaining to your home, as you may be required to show it to any prospective buyer of your property.

Sincerely,

The Board of Directors
BEAR BRAND AT LAGUNA NIGUEL COMMUNITY ASSOCIATION

7011173-1-3-39

The Management Trust

December 18, 2017

2019 BEAR BRAND AT LAGUNA NIGUEL COMMUNITY ASSOCIATION
COST CENTER (RIDGE)
ANNUAL POLICY STATEMENT

Dear Bear Brand Cost Center (Ridge) Homeowner:

The California Civil Code requires each Association to provide an annual policy statement to the members within thirty to ninety days of the fiscal year end. Please read these policy statements below, as they contain pertinent information regarding your community.

All official communications to the Association should be sent to: The Management Trust at the address below and to the attention of Karen Newsome, the community association manager for the Bear Brand at Laguna Niguel Community Association.

Minutes

Members of the Association are hereby advised that in addition to the information required by law, minutes or summary minutes of the meetings of the Board of Directors are available to any member, upon written request and with the submission of payment for the cost of distribution.

General Notices

The Civil Code also requires that the membership be notified of the designated area for the posting of general notices. General notices (including meeting agendas) are posted on the front window at the guard shack at the Pacific Crest/Camino del Avion entrance. However, be advised that all owners have the option to receive general notices by individual delivery upon written notification, provided that the request is made in writing and mailed to the Association in a manner that indicates the Association has received it.

Association Assessment & Collection Policy

Association assessments are due and payable on the first day of the month and are delinquent by California State Law, if the Association has not received payment by the fifteenth of the month. A courtesy statement is sent to each Homeowner on a monthly basis, as a reminder of the assessment due. Homeowners are obligated by law to tender payment of the assessment in a timely manner, even if the courtesy invoice statement is lost in the mail, or somehow is never received at the mailing address. The Board of Directors Resolution regarding the collection policy for your association is enclosed along with a special notice as required by California Civil Code.

Secondary Address

California Civil Code requires the Association to advise all owners of the right to submit a secondary address to the Association for the purpose of assessment collection, provided that the request is made in writing and mailed to the Association in a manner that indicates that the Association has received it.

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Association Insurance Policy
The California Civil Code also requires the Association to prepare and distribute summaries of certain insurance policies carried by the Association. A summary of the Association's Property and General Liability policies are enclosed.

ADR/IDR
Enclosed is a copy of the Alternative Dispute Resolution Measure and Procedures (ADR) and the Internal Dispute Resolution (IDR) process. California law requires that certain types of disputes between the Association and the Membership provide for an independent forum to resolve the dispute before the filing of a lawsuit by any party.

Architectural Submission for Exterior Modifications – Cost Center (Ridge)
The Association is annually required to notify its membership that any exterior addition or alteration, including patio covers, fences, walls or other structures and front landscape renovations, require prior written approval from the Association's contracted Architect. Owners must submit a written application identifying the proposed change(s), as well as a $500 refundable architectural fee. The Association's contracted Architectural Consultant will approve or disapprove the application within **45 days** after receipt of a completed request. For more information, please refer to the enclosed copy of the Bear Brand at Laguna Niguel Community Association – Cost Center (Ridge) Architectural Guidelines.

The owner may seek reconsideration by the Board of Directors in an open meeting held in accordance with Civil Code, of the decision by the Association's contracted Architect unless the Committee has the same membership as the Board of Directors. If applicable, the Board will respond to the request for reconsideration within thirty (30) days after receipt of such request.

Violation and Fine Policy
Should any of the rules and regulations of the Bear Brand at Laguna Niguel Community Association be violated, the Board of Directors will implement the adopted violation and fine policy. Please read the enclosed violation and fine policy as it describes the entire process in its entirety.

It is suggested that you keep these reports with all other documents pertaining to your home, as you may be required to show it to any prospective buyer of your property.

Sincerely,

The Board of Directors
Bear Brand at Laguna Niguel Community Association

The Management Trust

FEDERAL HOUSING ADMINISTRATION (FHA) STATUS

Certification by the Federal Housing Administration may provide benefits to members of an association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.

This common interest development is not a condominium project. The association of this common interest development is not certified by the Federal Housing Administration.

This information is current as of the date of this mailing. All owners are encouraged to visit the FHA website for the most up-to-date information.

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The Management Trust

U.S. DEPARTMENT OF VETERANS AFFAIRS (Loan approval) STATUS

Certification by the United States Department of Veterans Affairs may provide benefits to members of an association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.

This common interest development is not a condominium project. The association of this common interest development is not certified by the United States Department of Veterans Affairs.

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BEAR BRAND COST CENTER (RIDGE) COMMUNITY ASSOCIATION

CHARGES FOR DOCUMENTS PROVIDED AS REQUIRED BY CIVIL CODE SECTION 4525*

The seller may, in accordance with Section 4530 of the Civil Code, provide to the prospective purchaser, at no cost, current copies of any documents specified by Section 4525 that are in the possession of the seller.

A seller may request to purchase some or all of these documents, but shall not be required to purchase ALL of the documents listed on this form.

Provider of the Section 4525 items:

Cela Gurrola	Escrow Supervisor	The Management Trust, Agent	08-22-2018
Print name	Position or Title	Association or Agent	Date Form Completed

DOCUMENT	CIVIL CODE SECTION INCLUDED	FEE FOR DOCUMENT	Not Available (N/A), Not Applicable (N/APP)
Articles of Incorporation or statement that association is not incorporated	Section 4525(a)(1)	$ 20.00	
CC&Rs	Section 4525(a)(1)	$ 50.00	
Bylaws	Section 4525(a)(1)	$ 35.00	
Operating Rules	Section 4525(a)(1)	$ 15.00	
Age Restrictions, if any	Section 4525(a)(2)		Refer to the Demand
Rental Prohibitions, if any	Section 4525(a)(9)		Refer to CC&Rs
Annual Budget Report or summary, including Reserve Study summary	Sections 5300 and 4525(a)(3)	$ 35.00	
Assessment and Reserve Funding Disclosure Summary	Sections 5300 and 4525(a)(4)		Included in Budget
Financial Statement Review/Audit	Sections 5305 and 4525(a)(3)	$ 45.00	
Assessment Enforcement Policy	Sections 5310 and 4525(a)(4)		Included in Budget
Insurance Summary	Sections 5300 and 4525(a)(3)		Included in Budget
Regular Assessment	Section 4525(a)(4)		Refer to the Demand
Special Assessment, if any	Section 4525(a)(4)		Refer to the Demand
Emergency Assessment, if any	Section 4525(a)(4)		Refer to the Demand
Other Unpaid Obligations of Seller	Sections 5675 and 4525(a)(4)		Refer to the Demand
Approved Changes to Assessments	Sections 5300 and 4525(a)(4), (8)		Included in Budget
Settlement Notice Regarding Common Area Defects, if any	Sections 4525(a)(6),(7) and 6100		Refer to the Demand
Preliminary List of Defects	Sections 4525(a)(6), 6000, and 6100		Refer to the Demand
Notice(s) of Violation	Sections 5855 and 4525(a)(5)	$ 50.00	
Required Statement of Fees / Demand	Section 4525	$ 300.00	
Minutes of Regular Board Meetings conducted over the previous 12 months, if requested	Section 4525(a)(10)	$ 60.00	
Total fees for these documents:		**$610.00**	

*The information provided by this form may not include all fees that may be imposed before close of escrow. Additional fees that are not related to the requirements of Section 4525 shall be charged separately.

Buyer and Seller may negotiate who pays document and disclosure fees.

The management company was not paid a referral fee by HomeWiseDocs as part of this transaction.

This is the minimum document offering required to meet CA Statute 4525. You may opt to acquire additional documents including, but not limited to, Meeting Minutes, Reserve Studies, Insurance Declaration Pages, and/or property inspections not mandated by law but helpful to the prospective buyer(s) and/or their agent to make a more informed decision regarding the subject property. Please note: Other fees, including but not limited to, Transfer Fees, Capital Contributions, Collection fees, etc. may be assessed to each property and will be disclosed on the Statement of Fees (Demand), and are not included within estimated charges outlined within this form.

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The Management Trust
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Bear Brand Ridge Community Association (0479)

Adopted Budget For 02/01/2019-01/31/2020		Total Annual Budget	Total Monthly Budget	Total P/U, P/M Budget
Units	266			
Date	December 17, 2018			
Income				
4001	Assessment	379,848.00	31,654.00	119.00
4200	Interest Earned	0.00	0.00	0.00
4299	Other Income	0.00	0.00	0.00
Total Income		379,848.00	31,654.00	119.00
Operating Expenses And Reserves Allocations				
	Operating Expenses			
6002	Audit & Tax Return Expense	1,300.00	108.33	0.41
6004	Consulting Expense	500.00	41.67	0.16
6005	Architectural Consulting	3,000.00	250.00	0.94
6006	Reserve Study	545.00	45.42	0.17
6008	Insurance	1,100.00	91.67	0.34
6010	Office & Postage	7,000.00	583.33	2.19
6015	Website Expenses	1,200.00	100.00	0.38
6018	Professional Management	24,810.00	2,067.50	7.77
6034	Taxes-Federal Income	2,250.00	187.50	0.70
6035	Taxes-State Income	750.00	62.50	0.23
6038	Taxes-Permits & Licenses	3,500.00	291.67	1.10
6057	Legal Services	2,000.00	166.67	0.63
6102	Common Area Maint./Repairs	3,000.00	250.00	0.94
6110	Custodial Common Area	1,200.00	100.00	0.38
6114	Street Sweeping	4,308.00	359.00	1.35
6120	Landscape Maintenance	93,600.00	7,800.00	29.32
6126	Tree Trimming Or Removal	5,000.00	416.67	1.57
6128	Landscape Extras	5,000.00	416.67	1.57
6132	Irrigation Repairs	4,000.00	333.33	1.25
6134	Pest Control	13,000.00	1,083.33	4.07
6152	Lighting/Electrical-Monuments	4,500.00	375.00	1.41
6170	Access Gates	4,285.00	357.08	1.34
6199	Mailboxes Repairs	3,000.00	250.00	0.94
6450	Patrol Service Contract	78,000.00	6,500.00	24.44
6502	Water & Sewer	20,000.00	1,666.67	6.27
6520	Electric	12,000.00	1,000.00	3.76
6570	Telephone	4,500.00	375.00	1.41
6840	Alloc. To Res.-Interest	1,000.00	83.33	0.31
6910	Bad Debt	500.00	41.67	0.16
	Total Operating Expenses	304,848.00	25,404.00	95.50
	Reserves Allocations			
3208	Landscape/Irrigation	50,000.00	4,166.67	15.66

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3215	Paved Surfaces	20,000.00	1,666.67	6.27
3217	Fences & Gates	5,000.00	416.67	1.57
3226	Guard Shack Building	0.00	0.00	0.00
3243	Lighting	0.00	0.00	0.00
3253	Painting	0.00	0.00	0.00
3254	Monument Signs	0.00	0.00	0.00
3276	Mailboxes	0.00	0.00	0.00
3730	Contingency	0.00	0.00	0.00
6810	***Total Reserves Allocations***	75,000.00	6,250.00	23.50
	Total Operating Expenses And Reserves Allocations	379,848.00	31,654.00	119.00
	Less Other Income	0.00	0.00	0.00
	Net Assessment	379,848.00	31,654.00	119.00

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Assessment and Reserve Funding Disclosure Summary for Fiscal Year Ending January 31, 2020

1) The current regular assessment per ownership interest is $119.00 per month.

2) Additional regular or special assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the board and/or members:

Date assessment will be due:	Amount per ownership interest per month*	Purpose of the assessment:
N/A		
	Total:	

* If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on page N/A of the attached report.

3) Based upon the most recent reserve study and other information available to the board of directors, will currently projected reserve account balances be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of major components during the next 30 years? Yes – If the funding recommendations are followed (barring any unforeseen circumstances).

4) If the answer to #3 is no, what additional assessments or other contributions to reserves would be necessary to ensure that sufficient reserve funds will be available each year during the next 30 years that have not yet been approved by the board or the members?

Approximate Date Assessment Will Be Due:	Amount Per Unit Per Month:
N/A	
	Total:

5) All major components are included in the reserve study and are included in its calculations

6) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570 of the Civil Code, the estimated amount required in the reserve fund at the end of the current fiscal year is $423,218, based in whole or in part on the last reserve study or update prepared by The Management Trust as of November, 2018. The projected reserve fund cash balance at the end of the current fiscal year (the fiscal year this reserve study is prepared for) is $266,710, resulting in reserves being 63% percent funded.

7) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570 of the Civil Code, the estimated amount required in the reserve fund at the end of each of the next five budget years is shown in the chart below. The estimated year ending balances and the percent funded level in the corresponding years for both the Current Reserve Funding Plan as well as the Approved 2019-2020 Reserve Funding Plan are also shown in the chart below. The Current Reserve Funding Plan only takes into account assessments already approved and other known revenues.

Year	Estimated Reserve Amount Required*	Current Reserve Funding Plan Projection**		Approved 2019-2020 Reserve Funding Plan Projection	
	Year End Balance	Year End Balance	Percent Funded	Year End Balance	Percent funded
19-20	$423,218	$267,717	63%	$266,710	63%
20-21	$522,656	$338,024	65%	$335,997	64%
21-22	$636,842	$419,748	66%	$416,684	65%
22-23	$639,444	$390,781	61%	$386,665	60%
23-24	$679,438	$395,381	58%	$390,196	57%

* This is based on the fully funded reserve projection in the current funding plan on page 13 of the Reserve Study.
** This is based on a static current annual contribution of $75,998.

Note: The financial representations set forth in this summary are based on the best estimates of the preparer at that time. The estimates are subject to change. At the time this summary was prepared, the assumed long-term before-tax interest rate earned on reserve funds was 1.5 percent per year, and the assumed long-term inflation rate to be applied to major component repair and replacement costs was 2 percent per year.

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Bear Brand Ridge
Approved 2019-2020 Funding Model Projection

Beginning Balance: $370,921

Year	Current Cost	Annual Contribution	Annual Interest	Annual Expenditures	Projected Ending Reserves	Fully Funded Reserves	Percent Funded
19-20	1,524,272	75,000	3,455	182,666	266,710	423,218	63%
20-21	1,554,757	75,000	4,486	10,200	335,997	522,656	64%
21-22	1,585,853	75,000	5,687		416,684	636,842	65%
22-23	1,617,570	75,000	5,240	110,260	386,665	639,444	60%
23-24	1,649,921	75,000	5,293	76,762	390,196	679,438	57%
24-25	1,682,919	75,000	6,489	1,104	470,580	801,949	59%
25-26	1,716,578	75,000	5,729	131,817	419,492	791,660	53%
26-27	1,750,909	75,000	6,948		501,440	922,023	54%
27-28	1,785,928	75,000	6,392	118,766	464,065	932,395	50%
28-29	1,821,646	75,000	7,048	37,944	508,169	1,030,300	49%
29-30	1,858,079	75,000	7,626	43,762	547,034	1,126,428	49%
30-31	1,895,241	75,000	8,874		630,908	1,272,927	50%
31-32	1,933,145	75,000	8,344	118,981	595,271	1,299,722	46%
32-33	1,971,808	75,000	8,040	103,489	574,822	1,345,872	43%
33-34	2,011,245	75,000	9,055	15,834	643,043	1,487,699	43%
34-35	2,051,469	75,000	9,361	63,794	663,610	1,584,560	42%
35-36	2,092,499	75,000	8,533	139,154	607,989	1,606,798	38%
36-37	2,134,349	75,000	9,636	10,502	682,124	1,767,502	39%
37-38	2,177,036	75,000	10,561	23,423	744,262	1,920,625	39%
38-39	2,220,576	75,000	11,853		831,115	2,104,289	39%
39-40	2,264,988	75,000	10,936	147,578	769,473	2,139,346	36%
40-41	2,310,288	75,000		1,574,524	-730,052	677,567	-108%
41-42	2,356,493	75,000		114,902	-769,954	724,436	-106%
42-43	2,403,623	75,000		331,149	-1,026,102	547,931	-187%
43-44	2,451,696	75,000		232,043	-1,183,145	475,255	-249%
44-45	2,500,730	75,000		1,641	-1,109,786	646,612	-172%
45-46	2,550,744	75,000			-1,034,786	826,393	-125%
46-47	2,601,759	75,000		27,993	-987,779	983,670	-100%
47-48	2,653,794	75,000		123,466	-1,036,245	1,047,102	-99%
48-49	2,706,870	75,000			-961,245	1,245,104	-77%

Bear Brand Ridge
Component Summary - Current Costs

Description	Date in Service	Replacement Year	Useful	Adjustment	Remaining	Units	Unit Cost	Current Cost
Streets/Asphalt/Concrete								
Streets - Asphalt, Overlay	14-15	40-41	25	0	21	1 Allocation	911,783.00	911,783
Streets - Asphalt, Sealcoat	14-15	19-20	4	0	0	1 Allocation	70,916.00	70,916
Streets/Asphalt/Concrete - Total								$982,699
Roofing								
Roof - Tile Roof	98-99	28-29	30	0	9	1 Allocation	2,850.00	2,850
Roofing - Total								$2,850
Painting								
Paint - Entry Gates	15-16	19-20	3	0	0	1 Allocation	3,400.00	3,400
Paint - Guard House	15-16	19-20	3	0	0	1 Allocation	3,000.00	3,000
Paint - Streets/Curbs	15-16	19-20	3	0	0	1 Allocation	10,000.00	10,000
Paint - Utility Controllers	14-15	19-20	5	0	0	1 Allocation	1,000.00	1,000
Painting - Total								$17,400
Gates/Fences/Walls/Railings								
Gates - Pedestrian Gates	10-11	25-26	15	0	6	1 Allocation	4,650.00	4,650
Gates - Vehicle Entry Gates	10-11	25-26	15	0	6	1 Allocation	96,000.00	96,000
Gates/Fences/Walls/Railings - Total								$100,650
Lighting								
Lighting - Monument Lights	09-10	19-20	10	0	0	1 Allocation	9,000.00	9,000
Lighting - Pole Fixtures	99-00	20-21	20	0	1	1 Allocation	10,000.00	10,000
Lighting - Transformers	09-10	19-20	10	0	0	1 Allocation	900.00	900
Lighting - Total								$19,900
Building Components								
Building - Interior Remodel	09-10	19-20	10	0	0	1 Allocation	7,500.00	7,500
Building Components - Total								$7,500
Mailboxes								
Mailboxes - Individual Mailboxes	14-15	22-23	7	0	3	1 Allocation	7,500.00	7,500
Mailboxes - Post Replacement	03-04	19-20	15	0	0	1 Allocation	30,000.00	30,000
Mailboxes - Total								$37,500
Signs								
Signs - Lettering	13-14	28-29	15	0	9	1 Allocation	12,500.00	12,500
Signs - Monument Signs	07-08	33-34	25	0	14	1 Allocation	12,000.00	12,000
Signs - Total								$24,500
Landscaping/Irrigation								
Landscaping - Drainage/Culverts	11-12	22-23	10	0	3	1 Allocation	30,000.00	30,000
Landscaping - Landscape, Phase 1	15-16	41-42	25	0	22	1 Allocation	74,323.00	74,323
Landscaping - Landscape, Phase 2	17-18	42-43	25	0	23	1 Allocation	130,000.00	130,000
Landscaping - Potential Slope Failure	09-10	19-20	1	0	0	1 Allocation		0
Landscaping - Slope Erosion Control	11-12	22-23	10	0	3	1 Allocation	50,000.00	50,000
Landscaping/Irrigation - Total								$284,323
Access Components								
Access - Entry Communication Systems	09-10	19-20	10	0	0	1 Allocation	10,000.00	10,000
Access - Gate Operators, Drop Gates	06-07	19-20	12	0	0	1 Allocation	6,500.00	6,500
Access - Gate Operators, Slide Type	10-11	19-20	8	0	0	1 Allocation	7,350.00	7,350
Access - Gate Operators, Swing Type	10-11	19-20	8	0	0	1 Allocation	23,100.00	23,100
Access Components - Total								$46,950

Bear Brand Ridge
Component Summary - Current Costs

Description	Date in Service	Replacement Year	Useful	Adjustment	Remaining	Units	Unit Cost	Current Cost
Total Asset Summary								$1,524,272

Bear Brand Ridge
Component Summary - Ideally Funded

Description	Future Cost	Useful Life	Remaining Life	Adjustment	Distribution	Required Contribution	Ideally Funded
Streets/Asphalt/Concrete							
Streets - Asphalt, Overlay	1,381,959	25	21		34,677	3,837.97	145,885
Streets - Asphalt, Sealcoat	70,916	4	0		70,916		70,916
Streets/Asphalt/Concrete - Total	$1,452,875				$105,593	$3,838	$216,801
Roofing							
Roof - Tile Roof	3,406	30	9		1,995	8.27	1,995
Roofing - Total	$3,406				$1,995	$8	$1,995
Painting							
Paint - Entry Gates	3,400	3	0		3,400		3,400
Paint - Guard House	3,000	3	0		3,000		3,000
Paint - Streets/Curbs	10,000	3	0		10,000		10,000
Paint - Utility Controllers	1,000	5	0		1,000		1,000
Painting - Total	$17,400				$17,400		$17,400
Gates/Fences/Walls/Railings							
Gates - Pedestrian Gates	5,237	15	6		2,790	24.69	2,790
Gates - Vehicle Entry Gates	108,112	15	6		57,600	509.83	57,600
Gates/Fences/Walls/Railings - To..	$113,348				$60,390	$535	$60,390
Lighting							
Lighting - Monument Lights	9,000	10	0		9,000		9,000
Lighting - Pole Fixtures	10,200	20	1		9,500	39.21	9,500
Lighting - Transformers	900	10	0		900		900
Lighting - Total	$20,100				$19,400	$39	$19,400
Building Components							
Building - Interior Remodel	7,500	10	0		7,500		7,500
Building Components - Total	$7,500				$7,500		$7,500
Mailboxes							
Mailboxes - Individual Mailboxes	7,959	7	3		4,286	80.42	4,286
Mailboxes - Post Replacement	30,000	15	0		30,000		30,000
Mailboxes - Total	$37,959				$34,286	$80	$34,286
Signs							
Signs - Lettering	14,939	15	9		5,000	67.90	5,000
Signs - Monument Signs	15,834	25	14		5,280	42.47	5,280
Signs - Total	$30,772				$10,280	$110	$10,280
Landscaping/Irrigation							
Landscaping - Drainage/Culverts	31,836	10	3		21,000	228.34	21,000
Landscaping - Landscape, Phase 1	114,902	25	22		0	312.96	8,919
Landscaping - Landscape, Phase 2	204,997	25	23		0	529.87	10,400
Landscaping - Potential Slope Failure	0	1	0		0		0
Landscaping - Slope Erosion Control	53,060	10	3		35,000	380.56	35,000
Landscaping/Irrigation - Total	$404,795				$56,000	$1,452	$75,319
Access Components							
Access - Entry Communication Syste..	10,000	10	0		10,000		10,000
Access - Gate Operators, Drop Gates	6,500	12	0		6,500		6,500
Access - Gate Operators, Slide Type	7,350	8	0		7,350		7,350
Access - Gate Operators, Swing Type	23,100	8	0		23,100		23,100
Access Components - Total	$46,950				$46,950		$46,950

Bear Brand Ridge
Component Summary - Ideally Funded

Description	Future Cost	Useful Life	Remaining Life	Adjustment	Distribution	Required Contribution	Ideally Funded
Asset Summary Total:	$2,135,106				$359,793	$6,062	$490,321
Contingency at 3.00%					$11,128	$187	$15,165
Grand Total:					$370,921	$6,250	$505,485

Percent Fully Funded	73%
Current Average Liability per Unit (Total Units: 266)	-$506

7011173-1-11-39

BEAR BRAND AT LAGUNA NIGUEL (COST CENTER – RIDGE) COMMUNITY ASSOCIATION

Policy and Procedures for Collection of Delinquent Assessments, Fees, Charges and Costs

Prompt payment of Assessments by all owners is critical to the financial health of the Association, and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation to enforce the members' obligation to pay assessments. The Board has adopted this Collection Policy in an effort to discharge that obligation in a fair, consistent and effective manner. The following are the Association's assessment collection practices and policies, pursuant to Civil Code ("CC") §5730 and payment plan standards consistent with CC §5665:

POLICY: Effective January 1, 2019 the Policy for Collection of Delinquent Assessments, Fees, Charges and Costs is as follows:

Assessments: Assessments subject to this Policy include the regular assessments as defined in the governing documents of the community and any levied special assessments, other sums levied, or lienable monetary penalties.

Collection Fees and Costs: The costs of collection of delinquent assessments, including late charges, interest, and other fees or costs, and reasonable attorney fees and costs, are included as a charge against a homeowner's assessment account and are included in the amount of any lien recorded against the property and any recovery actions by the Association.

Delinquency: The term "delinquency" shall include any delinquent unpaid regular or special assessments, late charges, interest, and costs of collection incurred.

Foreclosure: A legal process which results in the sale of the property to satisfy the payment of assessments, fees and costs of collection owed on the account.

Partial Payments: If a partial payment is received which is less than the lienable unpaid balance owed on the homeowner's account, including the collection charges, the Association may elect to accept the partial payment. If the partial payment is accepted, it shall not act as a waiver of the Association's right to require payment of all sums.

Payment Application: Payments received after a delinquent account is assigned to the Association's attorney for collection may be forwarded by the Association directly to the attorney. If the partial payment is accepted, it shall be credited first to outstanding assessment balances on the homeowner's account pursuant to California Civil Code 5650 through 5740 and the remaining unpaid balance shall be subject to this Policy.

Payment Plans: The homeowner may request a payment plan. This request must be made within **fifteen (15) days from the postmark date of the prelien notice**. The Board of Directors shall meet with/respond to the homeowner within **forty-five (45) days from the postmark date of the homeowner request**. Payment plans may be approved at the sole discretion of the board of directors based upon the circumstances of each delinquent account. The homeowner's account will be charged a $15.00 per month payment plan monitoring and administration fee for payment plans exceeding four (4) months. A payment plan request or approved payment plan will not impede the Board's ability to vote for or record a lien.

Personal Liability: All assessments, late charges, interest and costs of collection, including attorney fees, are the personal obligation of the Owner of the Property at the time of the assessment or other sums are levied according to Civil Code 5650 through Civil Code 5740.

Returned Check Charges: The bank charge, plus an additional fee that may be assess by The Management Company, shall be added to the account of any homeowner whose check to the Association is returned dishonored by the homeowner's bank.

Statements: Monthly statements are a courtesy to the homeowners and not an invoice for payment. Monthly statements may not reflect any or all collection costs incurred on a delinquent account, including attorney or trustee fees and costs which have been charged to the account.

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Waiver of Charges: If a homeowner's account becomes delinquent and the Association is required to incur certain charges due to the homeowner's delinquency, the Association's policy is to not waive the delinquent homeowner's payment of these charges.

Due Date: Regular Monthly Assessments are due in full on the first (1st) day of each month. All other assessments levied are due on the date(s) specified upon imposition and each installment thereof shall be delinquent if not received within fifteen (15) days after it is due. Late charges, costs of collection, attorney fees and costs are due upon the date incurred.

Delinquencies:

Fifteen (15) Days Past Due:

The account becomes delinquent and a **late charge** equal to Ten Dollars ($10.00) or Ten Percent (10%) of the delinquent assessment amount, whichever is greater, is charged to the delinquent homeowner's account.

Thirty (30) Days Past Due:

Interest commences at the rate of twelve (12%) percent per annum on all regular and special assessments late charges, and costs of collection (the "Delinquency") and will be charged to the homeowner's account.

Sixty (60) Past Due:

A "Notice of Intent to Lien" is sent to the homeowner(s) at the Association's mailing address of record by Certified Mail pursuant to California Civil Code 5650 through 5740 informing them of their right to participate in dispute resolution under the Association's "meet & confer" program and that the Association may record a lien against the homeowner's property without additional notice in the event full payment of lienable assessments is not received within **thirty (30) days**.

Ninety (90) Past Due:

Upon Board approval and expiration of thirty (30) days after the "Notice of Intent to Lien" is mailed, the Association shall proceed to have a **Notice of Delinquent Assessment Lien** prepared and recorded against the homeowner's property on behalf of the Association. The delinquent homeowner's account shall be charged for the fees and costs associated with the preparation and recordation of the lien, including title, recording, and mailing charges, for the Lien and Release of Notice of Delinquent Assessment. A copy of the Notice of Delinquent Assessment Lien shall be mailed to the delinquent owner by Certified and First Class Mail.

Pre-Foreclosure:

Upon Board approval, the Association will cause the preparation and sending of a **Notice of Intent to Foreclose** letter to the delinquent homeowner advising that unless full payment is received within thirty (30) days of the Lien, the Association has the option to proceed with non-judicial foreclosure. The delinquent homeowner's account shall be charged for the fees and costs associated with the preparation of the notice, plus mailing charges and the costs to obtain current title records. This letter shall also advise the homeowner of their right to participate in dispute resolution under the Association's "meet and confer" program or by alternative dispute resolution.

Foreclosure:

Upon Board approval, if not paid by 30 days of the Notice of Intent to Foreclose letter, the homeowner's account will be charged for the preparation and assignment of the account to the Attorney, as well as for any fees and costs assessed by the Attorney. The Attorney shall commence a non-judicial foreclosure of the assessment lien by recording a **Notice of Default** and serving it upon the delinquent homeowner with a copy of the board's decision to foreclose. The foreclosure shall be conducted pursuant to Civil Code 2924 in the same manner as Deeds of Trust. No foreclosure sale shall take place until delinquent assessments exceed $1800.00 or the assessments are more than twelve month's delinquent.

Other Collection Remedies:

In lieu of proceeding with non-judicial foreclosure of the assessment lien, or as stated in any prevailing Civil Code section. The Board may elect to proceed with a judicial suit or other legal means to enforce the delinquency.

Address for Overnight Delivery:

The Association's address for overnight delivery shall be:
The Management Trust: 15661 Red Hill Ave #201, Tustin, California 92780-7300

7011173-1-12-39

STATUTORY NOTICE RE: ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars ($1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars ($1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive)

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests, if the governing documents provide for this. (Section 5725 of the Civil Code)

The association must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5675 of the Civil Code)

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At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5660 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5685 of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

PAYMENTS

When an owner makes a payment, the owner may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Section 5655 of the Civil Code)

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 5685 of the Civil Code)

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share interest may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exists. (Section 5665 of the Civil Code)

The board must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. (Section 5665 of the Civil Code)

7011173-1-14-39

IMPORTANT HOMEOWNER NOTICE

SUMMARY OF INTERNAL DISPUTE RESOLUTION PROCESS AND ALTERNATIVE DISPUTE RESOLUTION PROCEDURES

I. ASSOCIATION'S INTERNAL DISPUTE RESOLUTION PROCESS ("IDR").

In accordance with Civil Code Section 5900 et seq., the Association has adopted the following internal dispute resolution process to be followed by the Association and owners in connection with disputes relating to the enforcement of the Association's governing documents, the Davis-Stirling Common Interest Development Act (Civil Code Section 4000 et seq.) and Section 7110 et seq. of the Nonprofit Mutual Benefit Corporation Code (collectively, the "Disputes").

Either party to a Dispute may invoke the following procedure:

(1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.

(2) An owner may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.

(3) The Association's Board of Directors shall designate a member of the Board to meet and confer.

(4) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.

(5) A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board designee on behalf of the Association.

(6) The agreement reached binds the parties and is judicially enforceable if both of the following conditions are satisfied: (a) The agreement is not in conflict with law or the governing documents of the common interest development or association; and (b) The agreement is either consistent with the authority granted by the Board of Directors to its designee or the agreement is ratified by the Board of Directors."

Please note that a member of the association may not be charged a fee to participate in the process.

II. ALTERNATIVE DISPUTE RESOLUTION ("ADR").

Please be advised that California Civil Code Section 5925 et seq. Requires that the Association and owners endeavor to submit certain types of disputes to ADR prior to initiating a lawsuit. This notice merely provides a summary of the statute. If there is a dispute which may require ADR pursuant to Civil Code Section 5925 et seq., please review all of the provisions of the statute or seek your own independent legal counsel.

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PARTIES BOUND BY THE STATUTE

The parties required to comply with the new statute are the Association (through the Board of Directors) and any owners of record.

DISPUTES SUBJECT TO THE STATUTE (QUALIFYING DISPUTES)

Section 5930 provides that the Association or owners may not file an enforcement action in the Superior Court unless the parties have endeavored to submit their dispute to ADR. An "enforcement action" is defined as a civil action or other proceeding for any of the following purposes:

1) Enforcement of the Davis-Stirling Common Interest Development Act (Civil Code Section 4000 et seq.);

2) Enforcement of the California Nonprofit Mutual Benefit Corporation law, commencing with Corporations Code Section 7110; or

3) Enforcement of the Association's governing documents.

Where, however, an owner has a private dispute with another owner or a tenant, or the Board has a dispute with a third party such as a landscaper, such a dispute is not within the confines of the statute.

DISPUTES SPECIFICALLY EXCLUDED FROM THE STATUTE

The ADR statute applies only to an enforcement action that is solely for declaratory, injunctive or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of $5,000. The following types of disputes are specifically excluded from being required to resort to ADR:

1) A Small Claims action;

2) Assessment collection, except as provided for in Civil Code Section 5658;

3) Claims for money damages in excess of $5,000 in conjunction with a claim for declaratory, injunctive or writ relief;

4) Action for preliminary or temporary injunctive relief; and

5) The filing of a cross-complaint in response to a complaint already filed.

COMPLIANCE PROCEDURES

A. INITIATING PARTY. The party pursuing the dispute, prior to filing any lawsuit, must serve on the other party a "Request for Resolution" including the following information and language:

1) A brief description of the dispute;

2) A request that the matter be submitted to ADR;

3) A notice that the party receiving the Request for Resolution (the "Responding Party") is required to respond thereto within thirty (30) days of receipt or it will be deemed rejected; and

4) If the party on whom the Request is served is an owner: a copy of Civil Code Section 5925 et seq.

B. SERVICE. A Request for Resolution may be served by personal delivery, first-Class mail, express mail, facsimile transmission or other means reasonably calculated to provide the Responding Party actual notice of the Request.

C. RESPONDING PARTY'S OBLIGATION. Upon receipt of a Request for Resolution, the Responding Party, whether the Association or an owner, has thirty (30) days in which to either accept or reject the Request. In the event no such response is received, the Request is deemed "rejected."

D. TIME FOR COMPLETION OF ADR. Where the Request is accepted, the parties must complete the ADR within ninety (90) days of receipt of the acceptance. However, the parties can stipulate in writing to extend this period.

E. COST OF ADR. The cost of ADR shall be borne by the parties.

F. TOLLING OF STATUTE OF LIMITATIONS. If a Request for Resolution is served before the end of the applicable statute of limitations, the time limitation is tolled for certain periods specified in Civil Code Section 5945.

G. CERTIFICATE. In the event that a lawsuit is eventually commenced, the party filing must file with the initial pleading a certificate stating that one or more of the following conditions is satisfied: (1) alternative dispute resolution has been completed in compliance with 5925 et seq.; (2) one of the parties to the dispute did not accept the terms offered for alternative dispute resolution; or, (3) preliminary or injunctive relief is necessary.

CONSEQUENCES FOR FAILURE TO COMPLY WITH THE ADR LAW

The failure to file the aforementioned certificate with the Court is grounds for a demurrer or motion to strike unless the Court finds that dismissal of the action for failure to comply would result in substantial prejudice to one of the parties. Additionally, in awarding attorney's fees and costs, a court may consider whether a party's refusal to participate in ADR before commencement of the enforcement action was reasonable. As a result, it is important to seek independent counsel in the event that you, as an owner have further questions.

Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of your right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.

The preceding summary has been provided in accordance with Civil Code Section 5965.

7011173-1-16-39

BEAR BRAND AT LAGUNA NIGUEL COMMUNITY ASSOCIATION
BEAR BRAND COST CENTER - RIDGE
INSURANCE NOTIFICATION - CALIFORNIA CIVIL CODE 5300

IMPORTANT INFORMATION ON THE ASSOCIATION'S INSURANCE AGENT

In order to provide Association insurance coverage and policy information for the mortgage company or to answer questions regarding the Association's Master Insurance Policies, please contact the insurance agent listed below:

#1 & #2
LaBarre/Oksnee Insurance
30 Enterprise, #180
Aliso Viejo, CA 92656
800-698-0711

#4
Arthur J. Gallagher Risk Mgmt.
777 108th Ave., NE, #200
Bellevue, WA 98009
425-454-3386

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1. PROPERTY INSURANCE

Name of Insurer:	American Alternative Insurance		
Policy Limits:	$135,000	Policy Begins:	09/20/18
Deductible:	$2,500	Policy Ends:	09/20/19

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2. GENERAL LIABILITY

Name of Insurer:	American Alternative Insurance		
Policy Limits:	$1,000,000/occurrence	Policy Begins:	09/20/18
	Unlimited aggregate	Policy Ends:	09/20/19
Deductible:	None		
Umbrella Coverage:	Fireman's Fund	Policy Begins:	09/20/18
	$10,000,000	Policy Ends:	09/20/19

Umbrella extends over General Liability, Hired/Non-Owned Auto, and D&O Liability.

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3. EARTHQUAKE AND/OR FLOOD INSURANCE - None

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4. FIDELITY BOND

Name of Insurer	Continental Causality Co.		
Policy Limits:	$1,500,000	Policy Begins:	07/01/18
Deductible:	$10,000	Policy Ends:	07/01/19

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5. INDIVIDUAL HOMEOWNERS LIABILITY POLICIES AND LOSS ASSESSMENT COVERAGE

It is very important that owners explore individual risks with a knowledgeable insurance agent and purchase coverage to protect from any liability of an accident occurring within the unit, the common area and/or any exclusive use common area (such as patios, garages, carports, balconies) and to protect members from any liability or insurance coverage gaps between the Association and private individual coverage.

The Association strongly recommends that members include Loss Assessment Coverage in the individual members insurance policy. The cost of a private individual insurance endorsement for loss assessment is minimal and provides major protection to individual owners for any extraordinary special assessments, such as excess liability over the Association's insurance proceeds or an extraordinary expense incurred by the Association and allocated to the owners, through a special assessment (such as a special assessment to pay for rebuilding costs which exceed insurance proceeds from an earthquake or fire loss.)

Individual Homeowners are encouraged to obtain private loss assessment coverage for earthquake damage, particularly in view of insurance policies which are now available by participating insurance carriers which have joined the California Earthquake Authority.

6. STATUTORY DISCLOSURE

This summary of the association's policies of insurance provides only certain information, as required by Section 5300 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any association member may, upon request and provision of reasonable notice, review the association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the association maintains the policies of insurance specified in this summary, the association's policies of insurance may not cover your property, including personal property or real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage

BEAR BRAND AT LAGUNA NIGUEL COMMUNITY ASSOCIATION
BOARD OF DIRECTORS

7011173-1-17-39

BEAR BRAND AT LAGUNA NIGUEL

COMMUNITY ASSOCIATION ARCHITECTURAL STANDARDS

J.M. PETERS HOMES - TRACT 12801
A. M. HOMES - TRACT 12901
WARMINGTON HOMES - TRACT 12963
OCTOBER 15, 1992

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BEAR BRAND AT LAGUNA NIGUEL COMMUNITY ASSOCIATION

ARCHITECTURAL STANDARDS

OCTOBER 15, 1992

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BBALNCA
APP/ARC/STDS
801-901-963
10-15-92

7011173-1-18-39

Bear Brand Community Association
Architectural Standards
October 15, 1992

I. INTRODUCTION

One of the most important functions of the Bear Brand Community Association is the preservation of the architectural character of the planned development of Bear Brand in order to enhance the desirability and attractiveness of the entire community.

The Association has been charged with the administration and enforcement of architectural control within the community by the authority in Article VIII of the Declaration of Covenants, Conditions and Restrictions, (hereinafter referred to as the CC&Rs), and are cited by Article and Section.

The CC&Rs provide for an Architectural Committee to be appointed by the Board of Directors (Article VIII, Section 8.2). The Architectural Committee has the authority to review and approve or disapprove all plans and specifications submitted for any proposed improvement as defined in Article VIII, Section 8.3 of the CC&Rs.

A. Intent of the Standards: These standards are principally concerned with the physical appearance of the community environment. It is the intent of these standards to direct design efforts towards a homogeneous and quality response to the natural and constructed environments.

There are two areas of concern to the Architectural Committee, and these two areas are as follows:

1. Architectural improvements consisting of room additions, balconies/decks, patio covers, gazebos, exterior color or material changes, etc., and

2. Landscaping improvements consisting of plantings (softscape), flatwork (hardscape), pools, spas, walls, fences, etc.

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All proposed architectural and landscape improvements are to be submitted to the Architectural Committee for approval, prior to the initiation of construction. All submittals must include a completed Submittal Checklist along with a completed Architectural Committee Application in order to be considered.

B. Architectural Standards: The CC&Rs also provide the authority for the Board of directors to establish and modify Architectural Standards to be administered by the aforementioned Architectural Committee. (Article X, Section 10.1). Specific Architectural Standards have been adopted for the community to complement the type of housing. The standards contained herein have have been developed for Bear Brand by the builder, and may be amended by the Board of Directors (Article X, Section 10.1).

The Architectural Committee is given the authority by the Board of Directors to establish procedural rules and to assess reasonable fees appropriate to the type and nature of the proposed improvement for which plans have been submitted. (Article VIII, Section 8.3).

C. Approval: The Architectural Committee may condition the approval of plans and specifications with such changes deemed appropriate and may require submission of additional plans and specifications. (Article VIII, Section 8.3, Failure to obtain approvals may constitute a violation of the CC&Rs and may require disciplinary action as described in the Article Discipline of Members).

D. Appeal: Should the Architectural Committee disapprove plans and specifications submitted, the person submitting such plans and specifications may appeal in writing to the Board of Directors of the Bear Brand at Laguna Niguel Community Association. The written appeal must be received by the Board no more than fifteen (15) days following the decision of the Architectural Committee.

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E. Inspection: Inspections of completed improvements may be made by the Architectural Committee or designated representatives once the owner has notified the Architectural Committee that the improvements have been completed. This notification to the Architectural Committee must be made within forty five (45) days of the improvement's completion.

F. City/County Approval: Please be aware that approval by the Architectural Committee is for aesthetic purposes only and that all necessary City/County building permits must be obtained and that all governmental regulations must be adhered to at all times. After the Association has approved the plans for aesthetic purposes, the local regulatory agencies must be contacted to ensure that the plans are in compliance with all building, zoning, health and other applicable regulations currently in force.

In the event of a conflict between the provisions of these standards and any other ordinance or regulation, the more restrictive requirements shall prevail.

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II. GENERAL SUBMISSION PROCEDURES AND REQUIREMENTS

The approval of any "Improvement" by the Architectural Committee does not waive the necessity of obtaining the required City and County permits, and conversely, obtaining a City or County permit does not waive the need for Architectural Committee approval.

A. All applications are to be made to Management Service Company, the managing agent for Bear Brand at Laguna Niguel Community Association. Applications may be mailed or delivered to:

Bear Brand at Laguna Niguel Community Association
Attention: Association Administrator
c/o Management Service Company
647 Camino de Los Mares, Suite 234
San Clemente CA 92673

Telephone inquiries should be directed to:
Management Service Company
(714) 647-9500

B. All requests for Architectural Committee approval must be made on the standard Bear Brand at Laguna Niguel Community Association Architectural Committee Application forms and must include a completed copy of the Submittal Checklist and a Neighbor Awareness Form. Application materials may be obtained from Management Service Company.

C. Required Copies: Two (2) complete sets of plans, showing the items requested in Section IV of these Standards which apply to the appropriate housing type, must be submitted with the application. Applications should be submitted four to six (4-6) weeks prior to beginning construction.

D. Construction Drawings: Plans must be prepared in accordance with applicable building codes and with clarity and completeness. It is recommended that work

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involving major improvements, or work requiring variances be submitted at the preliminary drawing stage for review by both the Architectural Committee and the City of Laguna Niguel.

E. Right of Entry: If construction work requires the use of common areas for purposes of transporting labor and materials, or for the temporary storage of materials for the work, the applicant shall obtain written permission from the Association for the "Right of Entry" during the course of construction. A copy of this letter granting permission shall be filed with the Architectural Committee prior to the commencement of construction.

F. Improvement Security Deposit: Based on the Architectural Committee decision, the Association may require an initial security deposit to cover the damage costs of restoration, cleaning, or repair of common areas, caused in connection with improvements to a lot or residence. The Association may require the initial or additional deposits for improvements. Any security deposit not utilized for repair of common areas shall be returned to the Owner after completion of the proposed improvements.

In addition to a security deposit, the Architectural Committee, for the Association, may require a bond, indemnification or a restoration agreement.

G. Neighbor Awareness: The intent of this portion of the Architectural Application Form is to avoid future conflicts, by advising neighbors who own property adjacent to the proposed work. This will necessitate obtaining the signature of your neighbor(s) on the application blank in the spaces provided. The neighbors who must sign the Neighbor Awareness form must also initial each and every sheet of drawings shown to review. Please contact the management company to determine which neighbors must be provided a signature form. In the event of neighbors who are in escrow or uncooperative in reviewing plans, a good faith effort must be made to obtain the signatures as evidenced by furnishing

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copies to the Architectural Committee, of a certified letter transmitting plans and requesting review. No application will be considered as a complete submission, until the neighbor awareness condition has been met to the satisfaction of the Architectural Committee.

H. Submittal Fees: May be imposed at some time in the future if deemed necessary by the Association.

All submittal fees may be amended by the Architectural Committee from time to time as the cost of review varies.

I. Incomplete Submittals: To avoid unnecessary delays and expense, the Architectural Committee shall not accept incomplete submittals for consideration. Incomplete submittals shall be returned to the applicant along with a copy of the checklist noting the areas of deficiency.

J. Non-Liability: The Architectural Committee's review of the Plans and Specifications does not include the approval for (a) engineering design, (b) compliance with zoning and building ordinances, and other applicable statutes, ordinances or governmental rules or regulations, (c) compliance with the requirements of any public utility, or (d) any easement or other agreement, or (e) preservation of any view more stringent than that set out in the CC&Rs. By approving such plans and specifications neither the Architectural Committee, the members thereof, the Association, the Owners, the Board, nor Declarant, assume liability or responsibility therefore, or for any defect in any improvement constructed from such plans and specifications or for any obstruction or impairment of view caused or created as the result of any improvements approved by the Architectural Committee. (Article VIII, Section 8.8 of the CC&Rs).

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K. **Disposition:** Upon approval, disapproval, or in the event the Architectural Committee requests clarification or additional information, all submissions shall be distributed as follows:

1. One approved plan shall be placed in the Association files.

2. One approved plan shall be returned to the Owner who shall be required to maintain the same at the work site during the course of construction until such time as a final inspection has been made by the Architectural Committee or its designated representative.

3. Disapproved plans or those requiring clarification or additional information shall be returned to the Owner. Previously disapproved plans shall be included with subsequent submittals.

L. **Time Period:** All works of improvement shall be completed within one hundred twenty (120) days after the date of approval, unless otherwise specified in writing by the Architectural Committee. If not so completed, the Architectural Committee may void this approval and require new submission for review.

M. **Inspection:** Within forty five (45) days following the completion of the improvement as indicated on the "Approved" copy of the drawings and specifications, the owner/applicant shall notify the Architectural Committee for final inspection and approval. If no inspection is made, work will be deemed completed in compliance with approved plans and specifications forty five (45) days after the Owner's notification to the Architectural Committee requesting the inspection. (Article VIII, Section 8.7).

N. **Appeals:** In the event that plans and specifications submitted to the Architectural Committee are disapproved, the party or parties making such submission may appeal in writing to the Board of Directors. The appellant should check with Management Service

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Company for appeal format. The written request must be received by the Board not more than fifteen (15) days following the final decision of the Architectural Committee. The Board shall submit such request to the Architectural Committee for review, whose recommendations and supporting materials will be submitted to the Board.

Within forty five (45) days following receipt of the request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within said forty five (45) day period shall be deemed a decision in favor of the appellant.

O. Enforcement: Failure to obtain the necessary approval from the Association may constitute a violation of the Declaration of Covenants, Conditions and Restrictions and may require modifications or removal of work at the expense of the Owner. (Article VIII, Section 8.7).

P. Violations: All residents have the right and the responsibility to bring to the attention of the Architectural Committee any violations of any provision or standard which has been adopted by the Board of Directors.

Q. Amendments: These standards along with the provisions set forth in the CC&Rs form the basis and criteria for evaluation of plans and specifications submitted for review and approval by the Architectural Committee. Any condition or material not defined in the Association Management Documents shall become a matter of discretionary judgement on the part of the Architectural Committee, acting in good faith on behalf of the best interests of the Association as a whole.

The Architectural Committee may at its discretion from time to time, amend the design standards for the purpose of more fully defining their original intent.

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III. GENERAL CONDITIONS OF APPROVAL

The following shall be the conditions of any architectural approval and shall be incorporated by reference only as the approval plans or Architectural Committee's letter of approval. It shall be the responsibility of the Owner of the residence on which an approval was granted to ensure that these conditions are enforced upon all persons or firms used, engaged or employed in carrying out any operation or trade in conjunction with said improvement.

A. **Signs:** No signs shall be displayed at any residence other than a sign advertising the property for sale.* This includes tradesmens', contractors' and installers' signs of any type, including the signs identifying the residence as the site of their activities of operations. Landscape contractors' signs may be displayed during construction and for a period of thirty (30) days after completion of construction. Security system signs are an exception and may be displayed in a non-obtrusive manner.

* It is an Association Architectural Standards requirement, that the distinctive Bear Brand Community real estate sign be used when denoting a property for sale, lease, rent, etc. Contact Management Service Company at 647-9500 for details on securing the sign.

B. **Hours of Operations:** All construction operations shall be carried on between the hours of 7:00 a.m. and 7:00 p.m. on Monday through Friday and 9:00 a.m. through 4:00 p.m. on Saturdays. In the event City ordinances are more restrictive, the City ordinances shall prevail. These time restrictions do not apply to emergency situations.

C. **Temporary Structure:** No structure of a temporary character will be permitted to remain on any lot without the written approval of the Architectural Committee.

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D. Streets and Walkways: No construction debris or materials such as sand or bricks may be permitted to remain on the streets or walkways. All items of such nature must be stored on the Owner's lot. In the event that any materials are delivered and deposited on the streets or common areas, the Owners will be held responsible for the costs involved in cleaning and/or restoring the common areas, streets and walkways. The Association reserves the right to clean the common areas, streets and walkways and to invoice the responsible Owner for costs or deduct such costs from security deposits no earlier than thirty (30) days after written notice to the Owner.

E. Maintenance of Improvements: The repair and maintenance of any work or improvement will be the responsibility of the installing Owners or subsequent Owner.

F. Conditions Not Covered: Any condition not covered or material not contained within these Standards shall become a matter of judgement on the part of the Architectural Committee.

G. Construction By Declarant: Nothing in these Standards shall limit the right of the Declarant, to alter the common areas, or the residences or to construct such additional improvements as Declarant deems advisable prior to the completion of improvements upon and sale of entire development. No approvals shall be required from the Architectural Committee for any construction by the Declarant.

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IV. SUBMITTAL REQUIREMENTS

In addition to the general submission procedures described in Section II of these Architectural Standards, Owners within the Development, other than Declarant, shall comply with the following submission standards:

A. The Submittal Checklist is comprised of four parts, which consist of the following:

Part 1 - List of the submittal requests.

Part 2 - List of submittal requirements for landscape improvements (plant material, hardscape, pool, spa, fences, walls, etc.).

Part 3 - List of submittal requirements for architectural improvements (trellis, gazebo, sunshade, balcony, window and door treatment, exterior color or material changes, etc.).

Part 4 - List of submittal requirements for space improvements (room additions or conversions, balcony or deck additions, etc.).

If you are applying for improvements involving items related to more than one part of the checklist, you must include all of the items for all of the parts of the checklist related to the improvements you are applying for. For example, if your request involves a landscape plan with a gazebo or shade structure, you must submit items required for both the Landscape Improvements and Exterior Improvements parts of the checklist.

All applications shall include the items listed under the All Improvements part of the checklist.

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B. When required by the checklist, each type of drawing submitted must include the minimum amount of information listed below:

1. Plot Plan:

a. Show lot lines accurately as to length, angles and amount of curve. Show all existing and proposed buildings, structures, fences, walls, sidewalks and other improvements; indicate all required setbacks, easements, and top or toe of slopes.

b. Show all dimensions on work to be considered, distances between existing and proposed work and distances between proposed work and property lines, setback lines and slopes.

c. When proposed improvements involve changing existing grades by more than 1'-0" or changing existing drainage, show contours or spot elevations, flow lines, finish grades and proposed drainage systems. Drawings for proposed improvements changing existing drainage shall be prepared by a registered civil engineer or licensed landscape architect.

2. Landscape Plan: (may be included as part of Plot Plan)

a. Include proposed walkways and other hardscape, planting areas and plant names, decks, fences and walls, stairs, trellises, arbors, gazebos, spas, ponds, fountains, ornamental rocks, barbeques, courts, play equipment, apparatus and yard lighting.

b. For proposed fences and walls, drawings shall note materials, colors and heights. Heights shall be noted in relation to the immediate ground elevations.

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c. Pool and spa plans shall include the location, size and sound mitigation treatment of all mechanical equipment.

3. Exterior Elevations:

a. Provide exterior elevations of all proposed structures including trellises, gazebos, and shade structures. When the proposed improvement is attached to the existing home, show the existing elevation in relation to the proposed improvement.

b. Note all finish materials, colors and textures of proposed work. Note if proposed finishes and materials are to match existing finishes and materials.

c. If the proposed finish materials or colors are to be different than those of the existing structure, a color and material board must be included clearly depicting the different materials and/or colors.

4. Floor Plans:

a. Indicate all walls, columns, openings and any condition or feature that will affect the exterior design of the structure.

b. Show dimensions of proposed work and related existing work; indicate relationship.

c. Delineate all parts of the exterior that cannot be shown on elevation drawings.

5. Roof Plan:

a. Show all existing and proposed roof surfaces. Note pitches and overhangs.

b. Denote existing and proposed roof materials and colors.

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V. SITE DEVELOPMENT STANDARDS

The following Site Development Standards shall apply to all improvements, except such work undertaken by Declarant.

A. Workmanship: All works of improvement shall be performed in a manner consistent with the standards of the existing structures, fences or common area improvements. Any work deemed by the Architectural Committee as not meeting the standards shall be reworked to meet those standards or removed and the area, building, or common area restored to its condition prior to commencement of the work by the Owner. In the event the Owner refuses to rework, remove, and/or restore as called for above, the Architectural Committee shall request the Board of Directors to cause such rework, removal and/or restoration and the cost thereof and costs for compliance shall be assessed to the Owner as provided in the Bylaws of the Bear Brand Community Association (Article VIII, Section 8.7 - Enforcement).

B. General Development Guidelines

1. Heights:

a. Dwellings: Heights of improvements other than landscaping shall be restricted to the maximum height of the existing structure and must be compatible with the intent of the existing structure with respect to massing and enclosure.

b. Other Structures: Maximum height of the area to be occupied of all other structures including patio structures, swings, playhouses, cabanas, trellises or gazebos shall be unobtrusively positioned on the property and shall be limited to eight (8) feet in height. Tool sheds or other appurtenant structures shall be unobtrusively positioned on the property and, shall be limited to the height of the fence. Tool sheds must provide elevation view consistent with architecture. All portions of proposed structures that are decorative and unable to be occupied and exceed the eight (8) foot limit are subject to review and may not be permitted.

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2. Setbacks:

Minimum setback standards for the community are established by the City of Laguna Niguel in conformance with the applicable City building and zoning codes. These standards affect all improvements including, without limitation, buildings, outbuildings, garages, carports, pools, recreation facilities, parking areas, awnings, patio covers, balconies, stairs and decks. In the case of irregular shaped lots or flag lots, the Architectural Committee may establish front, side and rear yard setbacks, consistent with the approved minimum standards, to allow alternative siting of improvements.

3. Chimneys:

No chimney may extend higher than the maximum height of 35" above finished grade.

4. Fences and Walls:

Fences, walls, and gates shall not be installed, removed, reconstructed, or modified as to structure, finish, or color without the prior written consent of the Architectural Committee. Double walls constructed side by side shall not be permitted. Constructed barbeques must be kept at least three feet away from property line walls.

5. Planter Walls:

Building materials used to construct decorative planters should blend in and compliment the style of the home and existing walls or fences. These materials are subject to the Architectural Committee's approval.

6. Antennae:

No outside antennae or satellite dish shall be constructed, erected or maintained at any time on any

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lot, unless contained within a building or underground conduits or are less than 36" in dimension and positioned on the property not being visible from a street or common areas in the complex. Appliances or installations upon the roofs of structures, except for those solar panels or other appliances installed by the builder, shall not be permitted unless they are approved by the Architectural Committee. All electrical, mechanical or other equipment on any roof of any building in the properties shall be completely screened, so as not to be visible from any portion of the properties, the Public Parcel, or any other point outside the properties.

7. Door and Window Coverings:

Screen doors shall be submitted to ARC for approval. No aluminum or metal awnings, or covers shall be permitted over windows or patios. Windows shall not be covered with unsightly material such as aluminum foil, paint, etc.

8. Exterior Lighting:

No exterior lighting shall be placed or maintained upon any lot so as to cause an unreasonable glare or illumination upon any other private or common lot.

9. Trash Containers:

All garbage and trash shall be placed and kept in sanitary covered containers, and located within enclosed areas or areas screened from the view of any other lot, condominium, common area or Association property. In no event shall such containers be visible from neighboring property or adjacent street, except when set out for a reasonable period of time (not to exceed 12 hours) before or after scheduled trash pick up time. (See also CC&Rs Article VII Section 7.15).

10. Clotheslines:

Outside clotheslines shall not be erected, unless they are placed and maintained so as not to be visible from neighboring properties. (See also CC&Rs Section 7.15-Unsightly Articles).

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11. Vehicles:

See CC&Rs Article III Section 3.3 - Parking and Traffic Control

12. Patio Structures, Sun Shades and Gazebos:

All patio structures, sun shades and gazebos shall be constructed according to the approved beam, rafter, and footing specifications of the City. Patio covers must be constructed with wood and may have wood, brick, or stucco support columns that are compatible with the existing dwelling unit materials. Patio covers and patio cover columns of stucco or wood shall be painted to match the color of the house, or house trim. No metal or aluminum patio covers are permitted. Side elevations of shade structures shall not be enclosed in any manner, except in the case where a wall of a dwelling forms a natural enclosure to some or all portions of a side elevation.

13. Sundecks:

No sundecks are permitted on or over any portion of a second story roof (e.g. crow's nests, etc.). Floor heights for decks are limited to those of the existing second floor living levels. All sundecks shall be directly accessible from living unit levels. A sundeck is further defined as a balcony, open porch, etc., which is attached to the house at second floor level height.

13a. Balconies:

The addition of any balcony on the front of the house must be approved by the Architectural Committee. All balconies must be architecturally compatible with the original structure and should not extend beyond the original perimeter of the house.

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14. **Mailboxes:**

Mailbox posts, standards and enclosures shall be subject to the control and approval of the Architectural Committee unless otherwise controlled by the U. S. Postal Service. Homeowners shall be responsible for the appearance and condition of the posts and mailboxes and may be requested to improve upon the unsightly condition of the mailboxes or posts.

15. **Exterior Colors:**

Exterior colors of all existing improvements shall not be changed or altered without the consent of the Architectural Committee.

16. **Flagpoles:**

The design, material and installation of flagpoles shall be subject to the review and approval of the Architectural Committee.

17. **Mechanical and Solar Devices:**

All mechanical equipment exposed to the exterior, including pumps, heaters and air conditioning compressors, and solar devices including collectors shall be subject to review and approval of the Architectural Committee.

18. **Basketball Backboards:**

Basketball backboards may not be attached to the structure and must be of fiber glass construction. Basketball backboards may be installed on a freestanding, removable post within a sleeve in the concrete.

Use of the basketball amenity is restricted to within the hours of 9 a.m. and 9 p.m. weekdays and 10 a.m. and 9 p.m. weekends.

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The sleeve must be in the homeowner's driveway and must not negatively affect the adjacent residences. A removable or portable post and backboard shall be removed and stored out of sight when not in actual use.

Freestanding backboards may be installed in the backyard of any single family residence with appropriate approvals.

Any lighting of the basketball area must be not exceed a height of fifteen feet, must be shielded to prevent any overspilling of light beyond the property lines, and requires approval of the Architectural Committee.

Each backboard request will be evaluated on an individual basis. Any backboards installed prior to approval will be subject to fines and subject to a possible order for removal. The Architectural Committee will require signed Neighbor Impact Forms from all affected homeowners before any consideration for approval will be considered.

Granting of approvals will be given with the understanding that the homeowner will maintain the appearance of the backboards and posts, including replacement of a torn net. To encourage maintenance upkeep, the Association will request a $50.00 maintenance deposit in the event the Association is required to perform neglected upkeep.

C. <u>Landscaping, Pool and Recreation Standards</u>

APPROVED PLANT MATERIAL attached as Exhibit "A", contains a list of plant material approved by the Association that has been selected based on visual and aesthetic considerations only. No representation, explicit or implicit is made as to the soils suitability or disease resistance of the listed plant material. Bear Brand and the surrounding area are not "schematic" in their landscape treatment. The list of approved plant material is intended only as a starting point. Owners are encouraged to select plant material suitable to the general environment and appropriate to the area. The use of "exotic" (cactus, desert scapes, etc.) landscape material is specifically discouraged.

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As a guideline for species selection, the following points should be considered:

* How high will it grow? Overhead wires, street lights, strong or prevailing winds may affect placement.

* How wide will it grow? Will it crowd other trees, encroach on other's property, become a problem to street sweeping, sanitation, or other trucks, etc.

* What are its root characteristics? Very shallow rooted trees compete strongly with grass, clog sewers, raise curbs and sidewalks, and create pedestrian hazards.

* Is it susceptible to disease or pests?

* Does it create excessive maintenance costs? Special pruning, spraying, fertilizing, or watering is required by some trees.

* How fast does it grow? Rapidly growing trees are often dangerous in high winds.

* Climate, soil, moisture requirements of each species and its compatibility with adjacent plants. Will it survive in the area's conditions?

* How many trees are needed? Trees can grow up very high. Consider the size at maturity and place accordingly.

1. All yard areas visible from a street must be landscaped within one hundred and eighty days (180) of the close of escrow. (Article VII Section 7.3).

2. The Architectural Committee shall have the right, but not the obligation, to require any Owner to remove, trim, top or prune any bush, tree, shrub or plant which in reasonable belief of the Architectural Committee detracts from the appearance of the community, or unreasonably obstructs the view from neighboring residences.

3. Approximately 70% of landscape improvements should consist of planted area, with a maximum of 30% paved surface area. All residential front yard landscape planting will include one fifteen gallon tree for every five hundred square feet.

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4. Each Owner agrees that the established drainage pattern over the lot from and to the adjoining or other lots will not be interfered with, or that adequate provisions for proper drainage will be made in the event it is necessary to change said established drainage. Drain lines from rear of property should be designed to pass through the curb to the street.

5. Refer to Addendum A for this paragraph.

6. Each Owner of a lot shall keep all shrubs, trees, grass and plantings of every kind on the lot, neatly trimmed, properly cultivated, irrigated and free of trash, weeds, and other unsightly materials. Plant material within three (3) feet of the sidewalk shall not exceed 18 inches in height. Trees or shrubs should not block line of sight of driveways or sidewalks or vehicular traffic. A view is defined as that line of sight within the prolongation of the side property lines of the lot.

7. All Owners shall keep unsightly materials in enclosed areas and areas screened from the view of any other lot, residence, common area or Association property. Such materials include but are not limited to tools, furniture, toys, bicycles, wheelbarrels and trash containers.

8. <u>Pool, Spa, Hot Tubs, Ponds and Fountains:</u>

   a. Pools, Spas, Hot Tubs, Ponds, and Fountains shall be subject to review by the Architectural Committee.

   b. All accessory equipment, except solar collector panels, shall be located, screened, or recessed in such a manner so as not to be viewable from any lot or street. Solar collector panels shall be located in a manner to minimize visual impacts. Pools or spa equipment located between residences requires adequate sound proofing of pumps and motors.

   c. Heaters shall be stackless or low profile in configuration.

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d. Solar collector panels including racks and distribution components shall be subject to Architectural Committee review and approval as to materials, method of installation and exposure of any portion thereof.

e. All installations shall be located, sound controlled and maintained in such a manner so as not to unreasonably disturb residents of other lots. The Architectural Committee shall have the right, but not the obligation, to require any owner to repair or restore any installation to quiet operation or restrict its use or operation if in the reasonable opinion of the Architectural Committee, continued use or operation disturbs residents of other lots. The Committee requires a Neighbor Awareness form.

f. All pools, spas, hot tubs or decorative water areas which present a potential drowning hazard are required to have an effective locking mechanism on the fence gate. When possible pool equipment should be positioned in the rear yard area.

g. All raised planters or raised pool/spa type decks must provide a separate "flash wall" in front of any existing retaining wall.

D. **Building Material Standards:**

All requirements noted within this section shall be incorporated into the final plan submission in form of general notes, details or drawings.

1. **Exterior Building Walls:**

a. Materials allowed for exterior cover of building walls shall include the following:

1. 8" Masonite Lap Siding
2. Brick to match existing veneer
3. Resawn Wood Trim to match existing
4. Stucco, sand texture finish, color to match existing.

b. Exterior cover material treatment used on the building walls shall be continuous and consistent on all elevations of a residence in order to achieve a uniform and complete architectural design statement.

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c. Two story wall surfaces shall be treated in one or more of the following ways in order to break up the flat appearance of the wall plane.

1. Balcony or other projection

2. Change of plane between first and second story

3. Change in finish material

4. Other treatments will also be considered by the Architectural Committee

2. **Window and Door Openings:**

Window openings within exterior wall surfaces shall be located and detailed in a manner consistent with the existing treatment.

3. **Window Glazing, Tinting and Shading:**

Glass tinting or shading must be compatible with the existing treatment. Reflective glass film and plastic roll up shades shall not be permitted.

4. **Trim:**

Facias, window trim, and exterior doors shall be of resawn wood with paint compatible with the existing treatments.

5. **Diverters:**

Galvanized iron or aluminum diverters shall be painted to match roof vents or roof materials.

6. **Roofs:**

All roofing materials shall be medium wood shake or shingles, or clay tile, and shall be compatible with the existing treatment. If built up roofing material is used for flat areas of the roof, it shall match the color of the existing roof. All roof pitches shall match existing roof pitches.

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7. Roof Vents:

All roof vents shall be colored to match the roof.

8. Gutters and Rainspouts:

All gutters to match colors of trim at roof and downspouts to match color of house or trim and must be tied into drainage to the curb.

9. Flashing:

All flashing shall be colored to match the roof or wall surface surrounding it.

10. Wrought Iron:

All wrought iron shall be galvanized or bonderized prior to applied finish color and shall match existing.

11. Walls and Fences:

All walls and fences that exist shall not be altered in any manner. Side yard return walls and fences shall match existing conditions in design, finish materials, colors and construction. The design, construction, and finish material of any gates are to match the same of the main structure, side yard walls or perimeter walls.

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VI. ARCHITECTURAL MATERIAL STANDARDS

A. Rear and Side Yard Walls/Fences:

1. No modifications shall be made by an owner to the walls and/or fences originally constructed by the Declarant and/or Merchant Builder without the prior approval of the Architectural Committee.

2. Structural framing or unfinished side of a wall/ fence shall not be exposed to any public street, sidewalk, green space or neighboring lot.

3. Examples of acceptable materials for repair or construction of fencing shall be:

   a. Concrete block

   b. Wrought iron or tubular steel

   c. Masonry or stucco if materials conform to type, quality and color consistent with the character of community

   d. Tempered glass

4. Examples of unacceptable materials for fencing shall be:

   a. Aluminum or sheet metal

   b. Chicken wire

   c. Metal or plastic chain link

   d. Plastic or fiberglass panels

   e. Plastic webbing, reeded or strawlike materials

   f. Wood grapestake

   g. Picket fences

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5. A concrete cap will be required on all block walls.

6. Any fence designed to encroach on an ASSOCIATION LANDSCAPE MAINTENANCE EASEMENT AREA will require specific review on a case by case basis. Areas of concern include, but are not limited to, the following:

    1. Access gates for the Association landscape maintenance company.

    2. Conformity with size and shape of neighboring yards.

    3. Conformity with established fencing material.

7. No double walls/fences shall be constructed, notwithstanding that additional reinforcement will be required for any raised planters abutting a wall (secondary retaining wall).

8. Walls/fences shall not be constructed higher than six feet.

B. <u>Sideyard Wall Extensions and Front Yard Hardscape:</u>

1. No sideyard wall extensions or raised hardscape improvements will be approved that encroach into the County right of way area, i.e. three feet from sidewalk.

2. All sideyard wall extensions must be located entirely within the boundaries of the applicant's lot.

3. Any sideyard wall extension which is located on a shared property line will not be approved unless it is agreed to by both parties and is considered to be a joint effort.

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4. Sideyard wall extensions shall not exceed a maximum of three feet in height. Said extensions may be required to be less than three feet in height if a possible view obstruction exists.

5. Acceptable materials for construction of extensions shall be:

   a. Concrete block matching builder-provided walls.

   b. Masonry or stucco.

6. A "finished" cap of a material compatible with the type, quality and color of the house and/or trim will be required on all sideyard wall extensions.

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EXHIBIT A

APPROVED PLANT MATERIAL

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EXHIBIT A
APPROVED PLANTING

TREE LIST

Botanical Name	Common Name
Agonis flexuosa	Peppermint Tree
Acacia Baileyana	
Arbutus unedo	Strawberry Tree
Alnus Rhombifolia	White Alder
Albizia Julibrissin	Silk Tree
Archontophoenix Cunnighamiana- Seaforthia Elegans	King Palm
Brachychiton	Bottle Tree
Butia capitata	Pindo Palm
Callistemon	Bottlebrush
Ceratonia Siliqua	Carob Tree
Chamaedorea	Tree Fern
Cinnamomum camphora	Camphor Tree
Cocus plumosa	Arecastrum romanzoffianum (Queen palm)
Cupaniopsis anacardioides	Carrot Wood
Eriobotrya deflexa	Bronze Loquat
Erythrina Humeana	Natal Coral Tree
Eucalyptus citriodora	Lemon Scented Gum
Eucalyptus rudis	Swamp Gum
Eucalyptus torquata	Coral Gum
Ficus rubiginosa	Rusty leaf Fiq
Jacaranda Mimosifolia	Jacaranda
Koelreuteria bipinnata	Chinese Flame Tree
Lagerstroemia	Indian Tribe Varieties
Laurus nobilis	Grecian Laurel
Liguidambar styraciflua (or other varieties)	American sweet gum
Lyonothamnus floribundus	Catalina Ironwood
Melaleuca quinquenervia	Cajeput Tree
Magnolia grandiflora (up to 80' high 40' spread)	Southern Magnolia
Pinus spp.	Pine
Pistacia chinensis	Chinese Pistache
Pittosporum undulatum	Victorian Box
Platanus acerifolia	London Plane Tree
Prunus cerasifera (and other varieties)	Cherry Plum
Pyrus kawakamii	Evergreen Pear
Quercus agrifolia	Coast Live Oak
Schinus terebinthifolius	Brazilian Pepper
Tristania Conferta	Brisbane Box

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EXHIBIT A
APPROVED PLANTING

VINES

Botanical Name	Common Name
Bougainvillea spec.	Variety
	Lavender Queen
	Hawaii
	Rosenka
	Barbara Karst
Cissus Variety	
- Antarctica	Kangaroo Ivy
- Capense	
- Hypolglauca	
- Rhombifolia	
Clytostoma callistegioides	Violet Trumpet Vine
Distictus buccinatoria	Blood-Red Trumpet Vine
Doxanthus unguis-cati	
Gelsemium Sempervirens	Carolian Jasmine
Hibbertia Scandens	Guinea Gold Vine
Jasminum Grandiflorum	
Jasminum Polyanthum	
Macfadyena Unguis-cati	Cat's - Claw Vine
Parthenocissus Quinquefolia	
Rosa Banksiae spp.	Lady Bank's Rose
Wisteria Sinensis	

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Bear Brand at Laguna Niguel Association
INSTRUCTIONS FOR SUBMITTING AN ARCHITECTURAL APPLICATION

1. **Photographs**
   a). Submit photos of all 4 sides of the home from corner to corner along with any additional structures
   b) Submit photos of the fronts of the houses on either side of the home
   c) Submit information on the proposed improvement (i.e. what material is being used and where; manufacturer's specification sheet; dimensions of the proposed improvement(s)..
   d) Photo or plan marked up to indicate where the improvement is to be installed and to which surface (i.e. doors, windows, solar panels and equipment; landscape plans, etc).

2. **Complete an Architectural Review Application**
   Complete an Architectural Application and along with a refundable $500 deposit.
   MAKE CHECKS PAYABLE TO: **Bear Brand Ridge Association**

3. **Submit for Approval**
   Submit two (2) copies of your completed application, along with the refundable $500 deposit to:

   Bear Brand @ Laguna Niguel Community Association
   c/o The Management Trust
   15661 Red Hill Ave., Suite #201
   Tustin, CA 92780-7300

4. **Notification**
   Applications are reviewed and acknowledged by letter within 45 days of submission, in accordance with the Governing Documents of the Association. Please also provide an alternate form of contact (i.e. work or cell number or email address) should there be any questions.

   Applications are typically acknowledged in one of three ways:

   - An **Approval Letter**, which summarizes the work to be performed and may stipulate provisions under which approval is granted. Work may begin immediately upon receipt.
   - A **Disapproved Letter**, which lists any areas of non-compliance that must be corrected, amended, deleted, or otherwise addressed prior to resubmitting an updated application for review.
   - An **Application Incomplete Letter**, which requests additional information that was either missing, unreadable, or required for further clarification, that lack of which has stopped the review.

   NOTE: Applications are considered closed, and approval removed, if work is not started within 120 days or completed within 180 days of receipt of an approval letter.

5. **Refund of Architectural Security Deposit**
   Once the painting project is completed, the owner is required to submit a Notice of Completion (NOC) form along with "AFTER photos" of the exterior of the home to The Management Trust. Management will release your $500 deposit provided (a) all provisions of the approval letter are met; and (b) no Association property was damaged during execution of the project. This process typically takes 3-4 weeks.

ANY QUESTIONS? CONTACT THE ASSOCIATION MANAGER AT THE MANAGEMENT TRUST

KAREN NEWSOME: (714) 285-2626 ext. 1211
karen.newsome@managementtrust.com

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BEAR BRAND COST CENTER (RIDGE) COMMUNITY RULES/REGULATIONS

Architectural Submittal Fees

Bear Brand Cost Center (Ridge), through the Master Association Board of Directors, has established a $500 Submittal Fee on all architectural applications payable to Bear Brand Ridge, effective March 1, 2007, in compliance with Section 2H of the Bear Brand Architectural Standards.

The Submittal Fee of $500 must accompany all architectural submissions and may be refundable in whole or in part, as determined by the Board of Directors, based on any costs incurred for review, damage to the Association common area or a lack of compliance to architectural plans approved by the Association's Architect or the Board of Directors.

Unauthorized alterations or unapproved changes to the architectural plan will subject the Owner to a loss, in whole or in part, of the *Architectural Submittal Fee*. This action will be in accordance with Civil Code Section 1363, requiring a Hearing before the Board of Directors, which will be held in a closed Executive Meeting of the Board, before any monetary penalty or fee is levied on the Member. Architectural plans submitted without the required fee are not reviewed and will be returned to the Owner as an incomplete architectural submission.

BEAR BRAND
ARCHITECTURAL REVIEW APPLICATION
TRACTS 12801 – 12901 – 12963

(Owner to Complete)

Please complete this request form, the submittal checklist form and attach three (3) copies of your proposed improvement plans. Incomplete applications will not be considered and will be returned. To assure prompt consideration, review all submittal material for completeness before sending them to the Management Company.

Mail or deliver your completed Application to:

Bear Brand @ Laguna Niguel Community Association
c/o The Management Trust
15661 Red Hill Avenue, Suite 201
Tustin, CA 92780-7328

_____ _____
OWNER NAME DATE

_____
PROPERTY ADDRESS CITY ZIP

(_____) _____ (_____) _____
HOME PHONE # BUSINESS / ALTERNATE PHONE #

_____
MAILING ADDRESS (If different than property address)

E-mail address: _____

Architect, Engineer or Owner's Representative: (If applicable)

_____ (____) _____
NAME PHONE #

_____
ADDRESS CITY ZIP

Please list complete details of type and extent of the improvements, materials, colors and location of the improvement(s) on the lot. **NOTE: For paint colors, please provide photos of all 4 sides of the home from corner to corner along with any additional structures (trellis, gazebo, etc.) that are to be painted; as well as photos of the fronts of the house on either side of the home being painted. Please provide color swatches paint colors to be used and the location of each proposed paint color.**

Description of the improvements desired: _____

_____

_____

_____

BEAR BRAND
ARCHITECTURAL REVIEW APPLICATION
TRACTS 12801 – 12901 – 12963 (Cost Center)

(Owner to Complete)

I/WE UNDERSTAND AND AGREE THAT:

1. NO work on this architectural request shall commence until written approval from the Association has been received.
2. The "General Conditions of Approval" section of the Architectural Standards shall apply to any approval.
3. Payment of $500 Architectural Submittal Fee (***may be* refundable)**, in whole or in part, based on completion of the project in conformance to the approved plans.

_____ _____
OWNER SIGNATURE DATE

DO NOT WRITE BELOW LINE – TO BE COMPLETED BY THE BOARD OF DIRECTORS ONLY

RECEIVED BY THE MANAGEMENT COMPANY : _____
DATE

Architectural Review Comments:

( ) APPROVAL

( ) APPROVAL WITH CONDITIONS AS FOLLOWS:

( ) DISAPPROVAL FOR THE FOLLOWING REASONS:

( ) INCOMPLETE APPLICATION RETURNED TO APPLICANT / OWNER _____
DATE

SIGNATURE(S):

_____ _____
DATE

_____ _____
DATE

These plans are valid from date of approval and will expire on _____.
Expiration Date

BEAR BRAND
ARCHITECTURAL REVIEW APPLICATION
TRACTS 12801 – 12901 – 12963

NEIGHBOR AWARENESS FORM

Neighbor Awareness – The intent is to advise your neighbors who own property adjacent to your lot (property) line of unit. Neighbors MUST sign this form and may state their comments in the space provided below. Refer to Section II-G of these Standards:

_____
NEIGHBOR NAME ADDRESS

_____ _____
SIGNATURE DATE

_____ APPROVE _____ DISAPPROVE

Neighbor Comments:

_____

_____

_____
NEIGHBOR NAME ADDRESS

_____ _____
SIGNATURE DATE

_____ APPROVE _____ DISAPPROVE

Neighbor Comments:

_____

_____

_____
NEIGHBOR NAME ADDRESS

_____ _____
SIGNATURE DATE

_____ APPROVE _____ DISAPPROVE

Neighbor Comments:

_____

_____

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BEAR BRAND
ARCHITECTURAL REVIEW APPLICATION
TRACTS 12801 – 12901 – 12963

SUBMITTAL CHECKLIST

This check list must be completed by the Owner and be attached to the Architectural Review Application. Failure to complete and include this checklist constitutes an incomplete submittal. All incomplete submittals will be returned without review by the Association's Architect.

A description of what must be included on each of the drawings required below maybe found in Section IV B1 – 5 of these Standards.

PART I ALL IMPROVEMENTS

This section lists the submittal requirements for all improvements which must be included with any and all submittal requests.

_____ Completed Architectural Application Form

_____ Signed Neighbor Awareness Form

_____ Submittal Checklist

_____ Plot Plan (if applicable)

PART II LANDSCAPE IMPROVEMENTS

This section must be completed by Applicant(s) for any improvements involving all landscaping (plant materials to be used; hardscape materials to be used; pool/spa; planter walls, irrigation, lighting, etc).

_____ Landscape Plan (attach to this application)

PART III EXTERIOR IMPROVEMENTS

_____ Exterior Elevations

_____ Floor Plans (in the case of a detached structure such as gazebos, floor plans may be used on the plot plan).

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PART IV SPACE IMPROVEMENTS

This section must be completed for space improvements such as room additions, large decks, and room conversions affecting the exterior appearance of the residence.

_____ Exterior Elevations

_____ Floor Plans

_____ Building Sections

_____ Roof Plan

7011173-1-38-39

NOTICE OF COMPLETION & SECURITY DEPOSIT RETURN REQUEST FORM

BEAR BRAND @ LAGUNA NIGUEL COMMUNITY ASSOCIATION

Date: _____/_____/_____

Owner/Residence: _____

Address Where Work Took Place: _____

_____

Owner/Residence: _____

Mailing Address: _____

_____

Daytime Phone: (_____) _____-_____ **Evening Phone:** () _____-_____

Notice is hereby given that the undersigned is the owner of the property where the work took place and that they are to be the legal recipient of any refundable funds from the security deposit. The work was completed on the date specified below:

Date work was completed: _____/_____/_____

Applicant's Signature: _____

Applicant's Name *(Print)*: _____

ATTACH PHOTOS OF ALL IMPROVEMENTS TO THIS FORM

(Do Not Write Below Line. This is to be completed By Architectural Control Committee Only)

ACC Signature(s):

_____ _____

Signature Date

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☐ ***Application Form Complete*** _____

Initials

☐ ***Notice of Completion Form Complete*** _____

Initials

☐ ***Approved*** ☐ ***Denied***

Reason for Denial: _____

_____

_____

_____

☐ ***See Attached Sheet***

☐ ***Check Number*** _____ ***Check Date:*** _____/_____/_____

☐ ***Check Sent*** ***Date:*** _____/_____/_____

7011173-1-39-39*

BEAR BRAND RIDGE
ARCHITECTURAL / VIOLATION FINES
PER THE GOVERNING ASSOCIATION DOCUMENTS

ASSOCIATION RULE ON ARCHITECTURAL FEES AND FINES FOR NON-COMPLIANCE OF ASSOCIATION RULES/REGULATIONS

The Board of Directors conducted a thorough review of all issues and concerns expressed by those owners who responded to the Request for Comments form provided to the Members. About 35 responses were received back from the Members and all of the responses were reviewed.

However, the Board believes that new Rules / Regulations should be implemented, with some additional detailed information which currently already exists in the California State Law as well as the Bear Brand Governing Documents. All Associations in California have the lawful authority to adopt reasonable Rules / Regulations for the operations of the Association. The following Association Rules / Regulations are effective as of March 1, 2007.

ARCHITECTURAL SUBMITTAL FEES:

Bear Brand Ridge, through its Board of Directors, has established a $500 Submittal Fee on all architectural applications, in compliance with Section 2H of the Bear Brand Architectural Standards. The Submittal Fee of $500 must accompany all architectural submissions and may be refundable in whole or in part, as determined by the Board of Directors, based on any costs incurred for review, damage to the Association common area or a lack of compliance to architectural plans approved by the Architectural Committee or Board of Directors. Unauthorized alterations or unapproved changes to the architectural plan will subject the Owner to a loss of the whole or part of the Architectural Submittal Fee. This action will be in accordance with Civil Code Section 1363, which requires a Hearing before the Board, which can be held in a closed Executive Board Meeting of the Board and the Members before any monetary penalty or fee can be levied on the Member. Architectural plans submitted without the required fee will be returned to the Owner as an incomplete architectural submission.

Assessment of Fines:

Bear Brand Ridge, through its Board of Directors, has established a fine policy for architectural violations, and/or violations of the Association's Governing Documents.

Pursuant to and in accordance with California *Civil Code* Section 1363, the Board of Directors may assess fines up to $1,000.00 for different or separate type violations based upon the following. It is within the Board of Directors' discretion to assess specific monetary fines upon

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A Division of The Management Trust
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www.transpacinc.com

taking into consideration the type of violation, frequency of violation, the failure of members to comply with Association policies and procedures, including but not limited to the Application of Architectural Change and approval before beginning the work as well as other violations of the Association's Governing Documents. This action will be in accordance with Civil Code Section 1363, which requires a Hearing before the Board, which can be held in a closed Executive Board Meeting.

The general types of violations subject to such fines include but are not limited to: basketball stands, signage, flags, visible storage items, trash cans, oil stains, dilapidated fencing, worn trim, worn house paint, dead or barren landscaping, repainting of home without approval, renovation of the exterior of the home without approval, and other items which constitute a violation of the Association's Architectural Rules and Regulations. These violations also include violations which affect the peaceful and quiet enjoyment of the Community.

Further, the Board of Directors will take into consideration a Member's failure to respond to violations notices, attend meetings, hearing, and ignoring time limitations for correction of the violations. This fine may also be imposed in addition to any loss in whole or in part of the Architectural Submittal Fee.

SUMMARY

The Board's approval to the Architectural Submittal Fee is strictly based on the adherence to the existing language of the Governing Documents. The Architectural Submittal Fee is reasonable, based on the cost involved in upgrading the exterior of the residences.

The Board also noted that the vast majority of owners follow the Rules / Regulations, however, for the relatively few owners who fail to comply with the Association's Governing Documents, believes that stronger measures are required and necessary to preserve the overall appearance of the Community.

The Association requests the cooperation of all the owners in accordance with the Association Rules and Regulations.

Thank you for your continued interest in the Association and expression of pride in Bear Brand Ridge.