

K. Hovnanian's Four Seasons  
at  
Bakersfield  
Community Association, Inc.

Rules and Regulations  
Community Handbook

*Amended and restated CC&Rs are pending Homeowner approval which will affect some areas of this document.*

Revised & Adopted  
by the Board of Directors  
Effective August 28, 2024  
Updated October 23, 2024

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**ARTICLE I.**  
**INTRODUCTION**

**Section 1.01 Introduction**

K. Hovnanian's Four Seasons at Bakersfield Community Association, Inc. (the Association) is an active adult 55+ community with four hundred, seventy-nine (479) homes. Our community offers a variety of indoor and outdoor activities and amenities, including a library, movie theater, fitness center, game room, tennis courts, pickleball and bocce ball courts, swimming pool and spa, and a patio and BBQ area.

The intent of this Community Handbook is to create community awareness and to be mindful of the safety, security, and harmony between the individual and the community as a whole.

The rules in this document, supplement those recorded December 1, 2006, with the County of Kern in a document, entitled Declarations of Covenants, Conditions, Restrictions, Reservations and Easements of "K. Hovnanian's Four Seasons of Bakersfield". This document otherwise known as the CC&Rs, confers upon the HOA certain rights as well as established rules for the community. Among them is the right of the HOA to enforce those rules as well as the rules and provisions in this and other documents adopted by the Board.

These Rules support the CC&Rs; however, they do not cover everything in the CC&Rs. Please refer to the CC&Rs for any topics not covered and be sure to read them carefully. The rules governing any improvement to a homeowner's property are dealt with in the separate Architectural Standards and Procedures document. Rules and Regulations included in this handbook are based on California statutory requirements and provisions of the CC&Rs and Bylaws.

The governance of the Association is conducted under the authority of Federal, State and local law, and the community's Governing Documents include the following: The Declaration of Covenants, Conditions and Restrictions ("CC&Rs"), Articles of Incorporation, Bylaws, this Community Handbook, and Architectural Standards and Procedures ("Governing Documents") among other policies and guidelines. The definitions and terms used herein are detailed more fully in the CC&Rs.

The Association is governed by a Board of elected volunteers contributing their personal time and knowledge to govern our community.

Open Board meetings typically are held on the last Wednesday of each month at 6:00pm; all Homeowners are encouraged to attend the open meetings or attend via Zoom. Meeting agendas and Zoom details are posted on HOA bulletin boards. The General Manager is the onsite representative of the property management company retained by the Board.

*WELCOME TO OUR COMMUNITY*  
The Board of Directors

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**Section 1.02 Glossary**

*“Annual Meeting”* – means the annual meeting of the Members of the Association.

*“Assessment”* – Means any Regular Assessment, Special Assessment, Reimbursement Special Assessment, or any other assessment levied, imposed, or assessed against a Member's Lot in accordance with the provisions of the Governing Documents or applicable law.

*“Association”* – means the K. Hovnanian's Four Seasons at Bakersfield Community Associations, Inc., a California nonprofit mutual-benefit corporation. The Association includes, when the context requires, its Officers, Directors, employees, and agents.

*“Board”* or *“Board of Directors”* – means the Board of Directors of the Association.

*“Committee”* – means any committee appointed by the Board to assist in the management and administration of the affairs of the Association.

*“Common Area”* – means the entire Development, except the Separate Interests owned by Members. If no Common Area exists, the Common Area means the mutual and reciprocal easement rights appurtenant to Members' Separate Interest.

*“Director”* – means any member of the Association's Board of Directors.

*“Dwelling”* – means a structure constructed on a Lot.

*“Governing Documents”* – means this Community Handbook with Rules & Regulations and any other documents which govern the operation of the Association, including but not limited to, the Articles of Incorporations, Bylaws, CC&R's, Architectural Standards & Procedures, Lodge Room Reservations & Rental Agreement, Board of Director's Guidelines for Committees, Committee Charters, as may be amended from time to time.

*“Holiday”* – A National Holiday (i.e. New Years Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.)

*“Key FOBS”* – means Keyless Entry Devices. These are assigned and unique to each household.

*“Lot”* – means any real property which is a Separate Interest such as lots, sublots, or parcels in the Development subject to the Governing Documents. Real property includes the Improvements affixed to the Separate Interest.

*“Manager”* – means any Person or company employed or retained by the Association to oversee the operation, maintenance, and management of the Association.



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**Section 1.02 – cont.**

“*Member*” – means the Owner, whether one or more Persons, of a Lot within the Development as evidenced by a publicly-recorded deed to the Lot, but excluding any Person or Persons having such an interest in the Lot merely as security for the performance of an obligation. Membership is appurtenant to and may not be separated from the record fee ownership of a Lot and may not be transferred, encumbered, pledged, alienated, or otherwise separated in any way, except in connection with the record sale of a fee interest of the Lot to which it is appurtenant. Where the Governing Documents impose restrictions on Member's, the restriction also applies to Member's Tenants and Member's and Tenant's family, guests, and invitees.

“*Membership Approval*” or “*Approval of the Membership*” – means approved or ratified by an affirmative vote of a majority of the votes represented and voting in a duly held election in which Quorum is represented, which affirmative votes also constitute a majority of the required Quorum, unless otherwise provided in the Governing Documents.

“*Officer*” – means the president, vice president, secretary, treasurer, and any other officer of the Association, as defined in the Bylaws.

“*Owner*” – means the owner, whether one or more Persons, of the publicly-recorded fee title to any Lot within the Development, but excluding any Person or Persons having such an interest in the Lot merely as security for the performance of an obligation.

“*Parking Areas*” – includes those portions of the Development used for the parking of vehicles.

“*Person*” – means a natural person, corporation, partnership, trust, association, or other entity, as recognized by law.

“*Permitted Health Care Resident*” – (this definition is specific to Section 2.02, Age Restrictions, and the Age Verification forms in the Appendix) means a paid health care worker hired to provide live-in, long-term, or hospice/terminal care to a Qualifying Resident or a Qualified Permanent Resident. A Physicians statement and other specific requirements are detailed in the Application for Qualified permanent Resident/Permitted Health Care Resident. Please see Section 7.06b and 7.06c, Permitted Heath Care Resident for additional information.

“*Qualifying Permanent Resident*” - (this definition is specific to Section 2.02, Age Restrictions, and the Age Verification Forms in the Appendix) means a person meeting the criteria of the CC&Rs who is authorized by those provisions to occupy a Dwelling where a Qualifying Resident does not then reside.

“*Qualifying Resident*” – (this definition is specific to Section 2.02, Age Restrictions, and the Age Verification Forms in the Appendix) means a person fifty-five (55) years of age or older.

“*Quorum*” – is defined by the Association's Bylaws.

“*Residence*” – means a person's home; the place where someone lives.

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**Section 1.02 – cont.**

“*Resident*” – means a person in actual possession of all or any portion of a Lot.

“*Residential Landscape Easement Area(s)*” – means those portions of a Lot over which non- exclusive easement for landscape maintenance purposes which are reserved for the benefit of the Association. The Residential Landscape Easement Area(s), if any, are identified on Exhibit “B” in the CC&Rs as identified in a prior recorded declaration or as identified in the individual grant deeds conveying fee title to a Lot to a Member.

“*Rules and Regulations*” or “*Rules*” – means the rules and regulations adopted by the Board to interpret and implement the Governing Documents and for the orderly conduct of the business of the Association.

“*Separate Interest*” – means a lot, parcel, area, or space separately owned by a Member.

“*Special Assessment*” – means Assessments levied from time to time against Members if at any time during the fiscal year the Regular Assessments are inadequate to perform the Association’s obligations under the Governing Documents or the law, including, but not limited to, Common Area maintenance and repairs, replacements, unexpected expenses, capital improvements, and emergency repairs.

“*Tenant*” or “*Lessee*” – means a person who has been given the right to temporary use and occupancy of a Lot owned by a Member, whether such right to occupy and use is paid for in money or other value.

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**Section 1.03 General Information**

Management Company:	PMP Management (661) 295-4900
Assessment Mailing Address:	K. Hovnanian's Four Seasons c/o PMP Management P.O. Box 93206 Las Vegas, NV 89193-3206
Overnight Service:	K. Hovnanian's Four Seasons at Bakersfield Community Association c/o PMP Management 27220 Turnberry Lane, Suite 150 Valencia, CA 91355
Community Website:	<a href="http://www.FSBHOA.com">www.FSBHOA.com</a>
Lodge Front Desk:	(661) 873-0580
Emergency Numbers:	
Emergency Police, Fire, Ambulance:	911
Bakersfield Police — Non-emergency	327-7111
Bakersfield Fire — Non-emergency	326-3911
City of Bakersfield	326-3767
Animal Control	326-3436

**ARTICLE II.**  
**FACILITIES AND COMMON AREAS**

**Section 2.01 General Information**

The Association has a recreational facility "The Lodge", and outdoor common recreational areas that create a carefree lifestyle. The Lodge is available to Members and Member Guests on a daily basis.

In order to promote the harmonious use of the Lodge and recreational areas, Members are responsible for their guests' actions, misconduct and adherence to the Rules and Regulations while using common area facilities and/or attending events.

Participation is voluntary for sport, recreational craft activities and involves the assumption of some personal physical risk. Participation in such programs and activities by the Members and their guests is an implied acknowledgment and acceptance of that risk.

It is the goal of the Association to maintain the Lodge, equipment, and recreational areas in excellent condition. There may be times when the equipment may not be functional; the Association has the right to close any of the areas in order to repair, clean or maintain the premises, or for any other reason the Board determines to be in the best interest of the Association. Management will attempt to make every effort to inform Members of any equipment malfunction, or facility or grounds closure, as soon as possible.

The Association is not responsible for damage to or loss of bicycles, personal property, vehicles, and their contents.

There may be times when violations of the Governing Documents occur. The Association reserves the right, after proper notice to the Member, to restrict his/her usage of the Lodge.

RECEIPT OF THIS DOCUMENT SHALL CONSTITUTE FORMAL NOTICE

**Section 2.02 Age Restrictions**

Please refer to the CC&R's, Age Restrictions and Statutorily Required Exemption.

The Association is an active 55+ community and must comply with California Civil Code Section 51.3 and Federal Fair Housing Act "Housing for Older Persons Act of 1995" (HOPA). Age Verification Forms must be completed within thirty (30) days of occupancy for each person residing in the residence. All forms are available from the front desk. Periodic Affirmations are conducted every odd year in July. The Biennial Re-certification & Change of Occupancy Form are mailed to Homeowners by Management and must be resubmitted within thirty (30) days following the request by mail to K. Hovnanian Four Seasons at Bakersfield Community Association, Inc. 10500 Toscana Dr., Bakersfield, CA 93306, emailing it to [frontdesk@fsbhoa.com](mailto:frontdesk@fsbhoa.com), or dropping it off at the Lodge Front Desk. Members/Residents may be requested to provide Proof of Age after Re-certification if prior submittal has not been received. If requested, Members/Residents are required to turn in Authorized Proof within thirty (30) days following the request. Authorized Proof of Age documents are Driver's License, Passport or Birth Certificate.

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**Section 2.02 – cont.**

Any change in occupancy must be reported within 30 days to Management. Please use the Biennial Re-certification & Change in Occupancy Form to report this. If someone has moved into the house, Members/Residents are also required to fill out the Age Verification Form and provide an Authorized proof of Age Document.

*Note: Owners are responsible for assuring that all requirements of the CC&Rs related to Qualified Permanent Residents and Permitted Health Care residents and Guests are met at all times. Any questions you may have about requirements should be referred to Management.*

**Section 2.03 Alcoholic Beverages:**

The sale and distribution of alcoholic beverages at The Association is controlled and regulated by the California State Alcoholic Beverage Control (ABC), California law and the Association's governing documents. Any concerns or questions concerning their use should be directed to the General Manager and/or Board of Directors. California law prohibits the sale and service of alcoholic beverages to minors under the age of 21. If minors under the age of 21 are in attendance of an event hosted by a Member, the minor may only attend with parental permission and supervision, and with the permission of the Member hosting the event.

- a) Member/Resident-provided alcoholic beverages are allowed at the Lodge. All applicable laws must be followed related to the serving of alcoholic beverages at the Lodge.
- b) For private events hosted by a Member at the Lodge who is serving alcoholic beverages, a professional security guard (guard must carry a California Guard Card) is required. A copy of the contract between the Member and the security vendor must be submitted at least five (5) days prior to the event. In addition, the Member is required to provide proof of insurance with the Association listed as an additional insured.
- c) Clubs and Chartered Committees with authorization from the Board of Directors for an event may serve alcoholic beverages with the stipulation that all applicable State and Local laws are followed. The Board retains the authority to suspend any authorization to serve alcoholic beverages and may require proof of insurance.
- d) All Members/Residents and their guests while at the Lodge, are expected to drink responsibly and abide by all pertinent State & Local laws.

**Section 2.04 Cash Policy:**

Cash payment may be required for certain events.

**Section 2.05 Dress Code:**

When using the Lodge everyone must dress in a fashion befitting the surroundings and facility.

- a) Appropriate swimwear must be worn when in the pool or spa.
- b) Please wear shoes and a shirt or cover-up over bathing suits when in the Lodge.

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**Section 2.05 – cont.**

- c) To avoid causing someone to slip or fall, do not enter the Lodge if you are dripping wet or with wet clothing or towels. Exit out the West gate.
- d) Please do not sit on chairs inside the Lodge if your clothing is wet or damp.
- e) When in the gym, taking a dance class or participating in an outdoor activity, wear appropriate clothing and footwear.

**Section 2.06 Guest Policy:**

***We love our family and friends and want them to visit us! Understanding what is expected should make for a pleasant time for all.***

**General**

- a) Members/Residents are responsible for the activity and/or behavior of their guests at all times.
- b) Members are financially responsible for any loss or damage to the Association Property attributable to their guests.
- c) Members/Residents are prohibited from lending access devices, Lodge equipment, et cetera to any non-Member/non-Resident; any of these items discovered with a non- Member/non-Resident must be surrendered to Management.
- d) Any guest residing with a Resident for more than forty-five (45) days in a calendar year must register with the Management and complete an Age Verification Form. If the guest is under fifty-five (55) years of age they will need to complete an Application for Qualified Permanent Resident/Permitted Health Care Resident Form to be approved by the Board, (as stated in the CC&Rs. Copy of forms are in the Appendix).
- e) Any guest using any wheeled toys such as bicycles, tricycles, skateboards, skates, rollerblades, et cetera within the Association Property, must be accompanied by a Member/Resident at all times. Pedestrians have the right of way.

**At the Lodge**

- a) All guests must be accompanied by a Member/Resident at all times when using the Lodge Facilities.
- b) Members/Residents are responsible for the activity and/or behavior of their guests at all times.
- c) Members are financially responsible for any loss or damage to the Association Property attributable to their guests.
- d) Eight (8) guests per day per household are permitted use of designated Lodge Facilities.
- e) All guests must register with the front desk when first entering the Lodge, please refer to Section 2.13 Sign-In Requirements for Members/Residents and Guests of this document for additional information.

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**Section 2.06 – cont.**

f) Any guest not officially registered by a Member/Resident will be requested to do so; if he or she refuses, then they will be asked to leave the Lodge Facilities upon request by Management.

g) The following areas are for the exclusive use of Members/Residents; however, guests may use these areas on a limited basis:

1. Computer Room – Guest must be accompanied by a Member/Resident and may use the computer as long as no other Member/Resident is waiting. Guests must be fourteen (14) years of age or older to use the Computer Room.

2. Fitness Center – Guest must be accompanied by a Member/Resident and may use the equipment as long as no other Member/Resident is waiting. Guests must be fourteen (14) years of age or older to use the Fitness Center.

3. Locker Rooms – Guests must be fourteen (14) years of age or older. Please refer to, Section 3.13, Restrooms, Showers and Lockers of this Document for additional information.

h) All guests are allowed to use the Beauty Salon.

i) All guests under fourteen (14) years of age are considered “children” and limitations on the use of the Lodge Facilities may apply; please read these Rules completely for specific limitations.

**Section 2.07 Lost and Found:**

The Association has a "Lost and Found" in the library.

a) If items are found at The Lodge or the Community, they should be given to the Front Desk at The Lodge.

b) If items are lost, an accurate description of the item may be reported to the Front Desk at The Lodge.

c) Items left more than six (6) months will be donated or thrown away.

**Section 2.08 Operating Hours:**

Hours of operation for the Lodge are subject to change with adequate notification. The hours are determined by the Board, posted on the Association website, at the Lodge, and provided by email, if possible.

**Section 2.09 Orientation for New Members:**

All Members/Residents and their Guests are responsible for knowing and observing the rules of the Association.

a) New Member /Resident Orientations are conducted quarterly or as deemed necessary by Management.

b) All new Member/Resident Must contact Management to schedule an orientation.

**Section 2.10 Refund Policy and Procedures for Events with a Fee:**

- a) A Member/Resident may return a purchased ticket to the Front Desk for a refund if the return is made prior to the ticket purchase deadline date.
- b) Sorry, no refunds for an event ticket will be made after the ticket purchase deadline date. If there is a waiting list for tickets, then the first person on the list will be given the option to purchase the ticket and a refund will be made to the returnee.

**Section 2.11 Returned Check Policy:**

Please refer to the Collection Policy for charges related to returned checks.

**Section 2.12 Scheduling Priority for Room Reservations:**

Community activities, such as Board or Membership meetings, take precedence over private function rentals and Assembly Purpose Meetings in the Lodge. Community activities will be prioritized in the following order: Membership and Board of Directors meetings, Committee meetings, Club meetings and HOA-sponsored events.

**Section 2.13 Sign-In Required for Members/Residents and Guests:**

All Members/Residents and their guests must sign in with the Front Desk when visiting the Lodge. Members/Residents shall register their guests when signing in to obtain a guest pass.

**Section 2.14 Smoking Policy:**

Smoking, vaping and/or use of e-cigarettes is prohibited in the Lodge facilities and all Common Grounds.

**Section 2.15 Social Event Sign-Up Policy:**

Sign-ups for an event will be at the Front Desk and/or the Association's website ([www.fsbhoa.com](http://www.fsbhoa.com)).

**ARTICLE III.**  
**THE LODGE**

**Section 3.01 General Information**

"The Lodge" and recreational facilities are opposite the South entrance to Four Seasons at Bakersfield, on Toscana Drive. The Lodge facility includes several meeting locations, and some are available for rental to Members on a first-come, first-served basis; contact the Front Desk for room availability and reservations. Observation of the following criteria is required by all Members/Residents and their Guests:



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**Section 3.01 – cont.**

- a) The Arts and Crafts, Computer, Conference, Game, Library or Theater “Room (s)” may be unavailable with or without notice due to an activity or for maintenance.
- b) Food and Beverages are allowed unless otherwise specified; glass containers are prohibited in the Spa/Pool/BBQ areas. Please be cautious about spillage.
- c) Open flame candles or flammables for decoration and/or illumination are not allowed in any area of the Lodge.
- d) Please immediately report any problems or broken equipment in any room to the Front Desk.
- e) When hanging decorations for events in any Room, the use of nails, staples, screws, duct tape, etc., on walls, window coverings, tables or other Association equipment is not allowed.
- f) Fitness Center doors are to be used when exiting to the Pool area. When exiting from the Pool area you can leave through the exterior West pedestrian gate or enter the Lodge through the Fitness Center doors. Use of the Lodge Ballroom or Lounge area is not allowed.
- g) Handicap access to the Lodge main entrance is provided by the door on the far-right hand side of the entry by pressing the pressure plate which is+ located on a post in the adjacent planter.
- h) Cover-ups, shirts, and shoes must be worn inside the Lodge Facilities; please refer to Section 2.05, Dress Code, of this Document for additional information.
- i) Only instructors approved by the Board and/or Activities Coordinator may conduct classes or activities at the Lodge.
- j) Events sponsored by the Association have priority over Member requests for Lodge Rooms or equipment; please check with the Front Desk for availability or reservations.
- k) All animals are prohibited inside the Lodge Facilities, including within its outdoor fenced perimeter, except for service animals provided for under the Americans with Disabilities Act.
- l) Wheeled items such as bicycles, tricycles, skates, rollerblades, scooters, footwear with rollers, et cetera are not permitted inside the Lodge Facilities (except for medically necessary equipment).
- m) Use of any Room may be restricted or revoked if any use is inappropriate or damaging as deemed by Management.
- n) All Members/Residents and their Guests while at the Lodge Facilities, are expected to drink responsibly and abide by all pertinent State & Local laws.

**Section 3.02 Arts and Crafts**

The Arts and Crafts Room is a multi-purpose room for meetings by Clubs, Committees, and Members, containing a refrigerator, freezer, microwave, and sink. The room occupant capacity is a maximum of 24 people. Contact the Front Desk for availability or reservations.

- a) Room reservation may be unavailable with or without notice due to an activity or for maintenance.

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**Section 3.02 – cont.**

- b) Please leave the Room clean and organized and remove all supplies brought in for the activity.

**Section 3.03 Ballroom**

The Ballroom is a multi-purpose room used by the Board, Clubs, Committees, Management and Members for private events. The maximum occupant capacity is 226 people. With advance notice to the Front Desk, tables and chairs may be arranged to suit the event or activity. For information on reservations and availability, contact the Front Desk.

- a) A kitchen adjacent to the Ballroom is available for rent, allowing access to the freezer, walk-in refrigerator, ice machine, and microwave. The use of the stove and oven are not permitted.
- b) A designated attached Patio area outside the Ballroom is available for rent in conjunction with the Ballroom.

**Section 3.04 Beauty Salon**

An independently operated Beauty Salon is open by reservation to Members, Residents and their Guests. For appointments, call (661) 873-0581.

**Section 3.05 Community and Association Bulletin Boards**

The Member/Resident Community Bulletin Board is located in the hallway between the Theater and the Game Room. The Association's Bulletin Board is located outside of the Lodge Office entrance across from the library, with the Monthly Calendar and other Association related postings.

- a) The Community Bulletin Board located at the Lodge is for Member/Residents use only; postings by non-resident individuals, family members, or organizations are not permitted.
- b) Maximum posting size is 8.5" x 11".
- c) All notices must be date stamped and posted by Management; items not placed by Management will be discarded.
- d) Notices are restricted to promotions, merchandise items for sale, business services, and meeting announcements.
- e) Notices will be removed after 30 days or after the date of the event if less than 30 days from posting.

**Section 3.06 Computer Room**

The Computer Room contains several computer stations and one black and white printer. The Computer Room is not available for reservation by individual Members/Residents.

- a) Everyone using the computers is required to sign-in on the Sign-In sheet inside the Computer Room.
- b) No food or beverages are allowed other than liquid in sealed containers.

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**Section 3.06 – cont.**

- c) Personal websites and homepages are not allowed to be created or hosted on Lodge computers.
- d) Use of computers or printers for commercial or business use is prohibited.
- e) Guests must be at least fourteen (14) and accompanied by a Member/Resident at all times.
- f) Please maintain a quiet environment. All cell phone and social conversations need to be conducted outside the Computer Room.
- g) Please push the computer chair back into the desk.

**Section 3.07 Conference Room**

The Conference Room, with an occupant capacity of a maximum of 15 people, can be reserved for meetings by Clubs, Committees, and Members. Contact the Front Desk for availability or reservations.

- a) Please leave the Room clean and neat.
- b) Remove all supplies brought in for the meeting or activity.
- c) Turn off the lights.

**Section 3.08 Fitness Center**

The Fitness Center includes a variety of exercise equipment, including but not limited to treadmills, stationary bikes, and free weights. The equipment in the Fitness Center is to be used on a first-come, first-served basis. The Fitness Center is not available for reservation by individual Members/Residents.

- a) Guests must be at least fourteen (14) years of age and accompanied by a Member/Resident at all times.
- b) All persons initiating an exercise program should first consult their personal physician.
- c) Members/Residents are permitted to use certified personal trainers; however, the Member/Resident and personal trainer must sign a Waiver of Liability and Indemnity, which can be obtained from the Front Desk.
- d) Personal exercise equipment and/or weights are not allowed in the Fitness Center.
- e) Use of equipment is at user's own risk.
  - 1. If at any time a Member/Resident or their Guest feels overheated or lightheaded, they should stop exercising and inform the Front Desk immediately or use the RED 911 EMERGENCY TELEPHONE located in the hallway across from the Fitness Center; this telephone provides an auto-dial connection to 911 for emergency services.
  - 2. Do not use equipment that appears to be broken or is posted as broken.
  - 3. The Association is not responsible for any injuries.

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**Section 3.08 – cont.**

4. The Association is not responsible for lost or stolen items.
- f) Member/Residents and their Guests must wear proper work-out attire when using Fitness Center.
    1. Shirts must cover upper body.
    2. Shorts must be mid-thigh or longer.
    3. Open-toed shoes, open-backed shoes, boots, sandals, or casual shoes are not permitted.
  - g) Please report equipment malfunctions or damaged equipment to the Front Desk.
  - h) Eating or drinking is not allowed except for liquid in sealed plastic containers; alcohol is prohibited in the Fitness Center.
  - i) Removal of equipment from the Fitness Center is not permitted.
  - j) Allow others to work in-between sets.
  - k) Limit your cardiovascular equipment use to 30 minutes if others are waiting.
  - l) Do not slam or drop weights.
  - m) Members/Residents and their Guests are required to bring their own towels to wipe off excess perspiration.
  - n) Wipe down equipment after you use it with provided antiseptic towelettes.
  - o) Disrupting or interfering with the workout of others is not acceptable; respect the rights of others by using courteous and appropriate behavior.
  - p) If using audio or video devices, headphones must be used to prevent disturbing other users.
  - q) Any person who violates any guidelines will be asked to leave by Management.

**Section 3.09 Front Desk, Lobby and Café Areas**

The Front Desk, Lobby and Café areas are located near the main entrance. The Front Desk provides Members/Residents with valuable information. The Lobby area includes a fireplace and conversational setting, the use of a 70" television and magazines. The Lobby area is only available for reservations by Committees and Clubs who may contact the Front Desk for available reservation times. The Café, dining room is available for rent for small groups not exceeding 20 persons; contact the Front Desk for availability and reservations.

- a) The Front Desk is open daily during posted hours and is managed by the Property Management Company, whose duties include the following areas:
  1. Guest registration.
  2. Activities and event inquiries, signing up and paying for activities and events.
  3. Lost and Found.
  4. Room reservations.

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**Section 3.09 – cont.**

5. General information.

b) All Members/Residents and their Guests are required to sign in with the Front Desk each time they visit the Property.

**Section 3.10 Game Room**

The Game Room, located inside the Lodge, includes two pool tables with their appropriate equipment. There are five game tables, with cards, board games and puzzles available for use in the credenza on the south wall of the Game Room. The Game Room is not available for reservation by individual Members/Residents.

- a) Guests must be at least fourteen (14) years of age and accompanied by a Member/Resident at all times when using the pool tables.
- b) When playing a hard-to-reach shot, one foot must always be on the floor.
- c) When finished, return the balls to their rack on the billiard table, and all cue sticks to the rack.
- d) When Members/Residents are waiting, use of the pool tables is limited to the end of the current game, with the exception of pre-approved and pre-scheduled times or tournament play.
- e) Please do not bring food or beverages into the Game Room that can stain the carpet or furniture.
- f) Spills should be reported immediately to the Front Desk.
- g) Food and beverages are not permitted on the pool tables at any time.
- h) Please replace tables and chairs to their original position.
- i) Leave the Game Room neat and clean.

**Section 3.11 Library**

The Library offers assorted books and periodicals which may be borrowed. The Library Room is not available for reservation by individual Members/Residents.

- a) Food and beverages are permitted in the Library. Care must be taken not to spill liquids on Library materials or carpets. Spills should be reported immediately to the Front Desk.
- b) Members wishing to donate books and DVDs to the Library may leave these materials at the Front Desk.
- c) Please provide a quiet environment.
- d) Once finished in the Library, please ensure the room is left clean and neat.

**Section 3.12 Movie Theater**

The Movie Theater offers one movie each day (Monday through Sunday), several times a day. A flyer is available at the Front Desk and on the Associations website; also, an email with the upcoming week movies is sent to Members/Residents who are registered for email notices with Management. Members/Residents may bring their own DVD for viewing if no other individual is in attendance to see a posted movie; there are DVDs available to choose from located in the Theater. Please contact the Front Desk for availability and reservation information. Maximum occupant capacity is 21 people.

- a) Members/Residents must remain with their guests in the Movie Theater.
- b) Seating is on a first-come, first-served basis; seats may not be reserved.
- c) Please keep feet on the floor and not on the furniture.
- d) No additional chairs may be brought into the Movie Theater, except wheelchairs per the City of Bakersfield Fire Regulations.
- e) Food and beverages are permitted in the Movie Theater. Care must be taken not to spill. Spills should be reported immediately to the Front Desk.
- f) Once finished in the Movie Theater, please ensure the room is left clean and neat.

**Section 3.13 Restrooms, Showers and Lockers**

Men's and Women's Restrooms with Locker areas are located across from the Fitness Center and are for Members/Residents and their Guests fourteen (14) years of age and older.

- a) For the safety of all:
  - 1. Food and beverages, except liquids in sealed plastic containers, are not permitted in the restrooms or locker areas.
  - 2. Water on the floor is hazardous and must be wiped-up immediately to avoid accidents.
  - 3. Please advise the Front Desk of any issues in restroom and locker areas.
- b) The Association is not responsible for any lost, damaged or stolen articles left in the Restrooms or Locker areas.
- c) Lockers: Do not leave personal items in Restrooms; use the lockers provided, located in the locker areas. Lockers are available on a first come first served basis.
  - 1. Day-use Lockers: Secure your personal items by bringing your own lock. Padlocks are recommended to ensure secure storage. Lockers are for day use only; contents and locks must be removed by the end of the day. Management reserves the right to remove locks left on lockers overnight.
  - 2. Locker Rentals: Twelve (12) of the twenty-four (24) lockers adjacent to the gym may be rented by a Member/Resident for their exclusive use at a cost of \$15.00 (large locker) or \$10.00 (small locker) per month due quarterly in advance. Before placing items in an exclusive-use locker, you must register with the Front Desk and pay for the rental period in

**Section 3.13 – cont.**

full. Rental shall be on a first come-first serve basis. When all six (6) designated lockers in each locker room are rented, a waiting list shall be established. A locker rental 30 days past due shall be forfeited and reassigned to the next applicant in line. Locks used by renters shall be the combination type with the combination held in a secure location by the General Manager. Renters shall keep their locker in a sanitary condition. Food items and wet articles may not be stored in the lockers overnight. Items shall be stored in locker at your own risk. The Association is not responsible for damaged or stolen items.

d) After use, as a courtesy to others, please leave the Restroom and Locker areas clean.

**ARTICLE IV**  
**LODGE - OUTDOOR COMMON AREAS**

**Section 4.01 General Information**

The Lodge Outdoor Common Areas include all recreational outdoor facilities and grounds such as all Parking Lots, Bocce Ball, Tennis and Pickleball Courts, Patio and Walkways surrounding the Lodge, Putting Green (located between Citrus Hills and St. John Place), Botanical Garden, and the Paseo.

**Section 4.02 Emergency Information**

- a) A 911 RED EMERGENCY TELEPHONE is located at the Cabana Building.
- b) Notify the Front Desk if you have an emergency or activate the 911 RED EMERGENCY TELEPHONE.
- c) An AED (Automated Electronic Defibrillator) for use by trained personnel is located with the Front Desk.

**Section 4.03 Wheeled Items and Footwear**

Wheeled items such as bicycles, tricycles, skateboards, scooters, skates, rollerblades, footwear with rollers, et cetera are not permitted in the Lodge Outdoor Common Areas as stated in Section 4.01 above, except for medically necessary equipment.

**Section 4.04 Bicycle Racks**

Bicycle racks are provided on the west side of the Lodge Building in the parking lot area.

- a) It is advisable to always lock your bicycle with a durable lock. The Association is not responsible for damage to or loss of bicycles or other wheeled vehicles.
- b) For the safety and convenience of all, while using the Lodge facilities (indoor and outdoor) ensure that your bicycle is placed in one of the provided racks.

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**Section 4.05 Bocce Ball Courts**

There are two Bocce Ball courts located on the west side of the Lodge grounds. Prior to using the courts, the host Member/Resident must register the guests with the Front Desk. See Guest Policy, section 2.06, for additional information.

- a) The court areas are to be kept clean at all times. Bocce Ball Courts are to be groomed after games are completed.
- b) The court areas may be closed for cleaning, maintenance, group lessons, tournaments, or events and may be unavailable for Member/Resident reservations.
- c) Guests may participate but must be accompanied in the court area by a Member/Resident at all times.
- d) Spectators and persons waiting to play must stay in seating areas and remain off the courts.
- e) Equipment may be available for check-out from the Front Desk. Please return checked-out equipment to the Front Desk when finished playing. Members/Residents must return all equipment in good condition at the end of play.
- f) Only individuals who are capable of safely handling game equipment in the proper manner, and who require no other assistance in playing the game, may participate.
- g) Reservations for planned tournaments or clubs take priority for the use of the applicable area.
- h) Any audio or video device must be enjoyed with headphones so as not to intrude upon others using the Bocce Ball Courts or living in the surrounding residences.

**Section 4.06 Tennis and Pickleball Courts**

Fenced tennis courts are located on the North side of the Lodge Grounds. The pickleball courts are located on the West side of the Lodge Grounds. Prior to using the courts, the host Member/Resident must register the guests with the Front Desk. See Guest Policy, section 2.06, for additional information.

Court play shall be limited to one (1) hour when players are waiting.

- a) Players playing together may not book court time back-to-back for extended playing time. b) Court times are on a first-come, first-served basis.
- c) Footwear is limited to non-marking athletic shoes.
- d) Tennis and Pickleball courts are for racquet sports only.
- e) Wheeled toys such as tricycles, skateboards, skates, rollerblades, footwear with rollers, et cetera are not permitted on court surfaces or courtside at any time.
- f) Reservations for planned tournaments or clubs take priority for the use of the applicable area.
- g) Just Plain Prohibited:
  - 1. Glass objects, smoking, vaping or any tobacco products.
  - 2. Hitting tennis/pickleball or any objects against fencing.



**Section 4.06 – cont.**

h) Any audio or video device must be enjoyed with headphones so as not to intrude upon others using the Tennis and Pickleball Courts or living in the surrounding residences.

**Section 4.07 Pool and Spa Area**

**The Swimming Pool and Spa are intended for the recreational (not therapeutic) enjoyment of Members/Residents and their Guests. Prior to using the Swimming Pool and/or Spa, the host Member/Resident must register the Guests with the Front Desk. See Guest Policy, Section 2.06, for additional information.**

Members/Residents will enter the Swimming Pool and Spa area using their own Key FOBS (Keyless Entry Device). See Community Access, Section 5.03, for additional information. Children who cannot swim must wear a life vest.

Any person who appears to have a condition that could be a threat to the health or safety of themselves or others may be denied access to the Swimming Pool and/or Spa area. Diapers of any kind, for any reason, are not allowed in the pool or spa.

**Swimming Pool**

***We all want an enjoyable experience for ourselves and our guests, and especially those visiting grandchildren. Therefore, when we use these areas, we need to use the old Golden Rule and be as considerate of others as we would want them to be toward us. The Swimming Pool depth is five feet around the edges and 4 feet in the middle. There are lounge chairs, and umbrellas around the pool deck.***

- a) There is no life guard; therefore, the use of the Pool or Spa by all persons is at their own risk.
- b) The pool should be heated April 1<sup>st</sup> to November 30<sup>th</sup> annually. The temperature of the pool can be changed at any time as permitted by the Board of Directors.
- c) A 911 RED EMERGENCY TELEPHONE is located at the Cabana Building just above the drinking fountains along with other rescue equipment.
- d) Please notify the Front Desk if you have an emergency or use the 911 RED EMERGENCY TELEPHONE.
- e) An AED (Automated External Defibrillator) for use by trained personnel is available at the Front Desk.
- f) Chaise lounges and chairs are available on first come, first serve basis, and cannot be reserved. If the pool furniture is moved, please return them to their original location.
- g) Umbrellas should be closed and tied down after use to prevent accidents and/or damage in the event of strong winds.
- h) Any closure of the Pool and/or Spa areas for safety, maintenance, or inclement weather reasons will be at the sole discretion of the General Manager.

**Section 4.07 – cont.**

**Spa**

The Spa is located in the fenced pool area. It has a timed “on and off” switch located on a nearby post.

- a) Authorized and registered Guests may use the Spa. Please refer to Section 2.06 Guest Policy in this document for more information.
- b) As posted at the Spa, the maximum spa water temperature should be one hundred four (104) degrees. The recommended soaking time should be limited to five (5) to fifteen (15) minutes.
- c) Persons with hypertension, a heart condition or respiratory problems, as well as those who are on medication, pregnant or have recently consumed alcohol should avoid using the Spa. Persons under a physician's care should seek medical advice before using the Spa hours.

**Hours**

- a) The Pool and Spa areas are available during Lodge hours, which are subject to change.
- b) From time to time, the Pool and/or Spa areas may need to be closed for maintenance.
- c) Children under the age of five (5) years old are not allowed in the Pool or Spa area at any time.
- d) Pool hours for children, between five (5) years old and fourteen (14) years old, are from 11:00am to 2:00pm daily.

**Access**

- a) Members/Residents and their Guests are to use the Fitness Center doors when going through the Lodge to enter the Pool/Spa area. When exiting the Pool/Spa areas you can use the exterior West gate or go through the Fitness Center doors. Use of the Ballroom or Lounge area is not allowed.
- b) When entering through the Pool Gate do not prop open gates.
- c) Each Member/Resident must use their own Key FOB for entry to the Pool and Spa area. Please see Section 5.03(e), Community Access for additional information.
- d) Outside of Lodge hours access is through the west gate with the use of a Key FOB.
- e) Handicap access to the Lodge main entrance is provided by the door on the far right- hand side of the entry and is operated by a Key FOB reader located on a post in the adjacent planter.

**Audio and Video Devices**

- a) Personal audio and video devices may only be enjoyed with headphones.

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**Children**

- a) There must be at least one Member/Resident to accompany and supervise each group of three (3) children or less under the age of fourteen (14) years old. The supervising Member/Resident must stay with children at all times.
- b) A responsible adult must be present who is capable of rendering emergency assistance to a child should the need arise in the Pool and Spa area.
- c) Children under the age of fourteen (14) years old are not allowed in the Spa at any time due to health concerns.

**Conduct and Attire**

- a) Diving, jumping, running, pushing and excessive splashing are not allowed.
- b) Users must keep the Pool area free of trash.
- c) No loud or erratic behavior is permitted in the Pool area.
- d) Do not prop open gates to let guests in.
- e) California law requires that all access gates remain locked at all times.
- f) Appropriate swim attire needs to be worn at all times.
- g) No nudity at any time or any age.
- h) Intoxication at the Pool/Spa will not be tolerated due to safety and liability concerns. Violators will be asked to leave by Management.

**Just Not Allowed**

- a) Glass objects in or around pool and spa areas.
- b) Incontinent persons of any age.
- c) Pets, except for service animals as provided for under the American with Disabilities Act. Service animals are never allowed in the Pool or Spa.
- d) Soap, bath oils, soluble sunscreens, et cetera.
- e) Frisbees, large floating devices, such as surfboards, rafts.
- f) Smoking, vaping, or any tobacco products.

**Allowed**

- a) Noodle tubes and small exercise flotation devices are allowed in the Pool area.
- b) Floating chairs used in the pool may have a maximum footprint on the water of 30 inches by 28 inches or 6 square feet. The chair may not have any metal components.

**Section 4.07 – cont.**

**Outdoor Shower**

- a) Bathing suits are to be left on when using the shower.
- b) No soap, bath oils or shampoo are to be used because they can cause slip and fall.
- c) Please be courteous of others.

**Section 4.08 Restrooms – Cabana**

- a) Restrooms are located in the small building in the Pool, Spa and Barbecue area.
- b) The Association is not responsible for lost or damaged articles left in restrooms.
- c) Any water on the floor is a hazard, please be cautious.
- d) As a courtesy to others, please leave the restroom clean.
- e) Inform the Front Desk of any problems at the restrooms.

**Section 4.09 Barbecue Area (BBQ)**

***We're so fortunate to live in a part of the country where we can enjoy outdoor cooking almost year-round. Please remember to read and follow all of the rules of the community.***

- a) BBQs may be reserved for special occasions; please contact Management for reservation information and policies.
- b) Members/Residents using the BBQs are to complete a BBQ Reservation & Use form from the Front Desk when signing in.
- c) The Association is not responsible for any injury resulting from lighting the BBQ; use at your own risk.
- d) Members/Residents must provide their own utensils, paper and plastic.
- e) No glass objects, including Pyrex or bakeware, are allowed in the BBQ Area.
- f) Only the BBQs installed in the BBQ Area are authorized for cooking.
- g) There must be at least one Member/Resident to accompany and supervise each group of three (3) children or less under the age of fourteen (14) years old. A supervising Member/Resident must stay with children at all times.
- h) Clean-Up:
  - 1. A BBQ grill must be shut it off and cleaned prior to leaving the BBQ Area.
  - 2. Deposit all trash in the receptacle provided.
  - 3. All counters must be cleared and wiped down.
  - 4. Cleaning supplies are located in the storage area under the grill.
  - 5. After completing clean up, take the check sheet back to the Front Desk.

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i) Refrigerators:

1. Share, share, share...the refrigerators are for all Members/Residents general use.
2. If your food or beverage spills, then please be sure to clean the area.

j) Sinks: There are no garbage disposals in the sinks. Please do not put any food, oil or grease of any kind down the drains.

**Audio and Video Devices**

a) Personal audio and video devices may only be enjoyed with headphones.

**Section 4.10 Patio/Fire Pit/Heaters/Misters/Ping Pong/Gazebo**

a) The Patio/Firepit/Heaters/Misters/Ping Pong area is located on the north side of the Lodge. Our outside Lodge and Gazebo are here for all of us to enjoy. Thank you for helping to keep them clean and in good repair.

b) The Firepit area is first-come, first-served. The area cannot be reserved.

c) During business hours please have the Front Desk turn on the Firepit and Heaters.

d) The Misters must always be turned on by the Front Desk.

e) The Association is not responsible for any injury resulting from lighting the Firepit or Patio Heaters; use at your own risk.

f) The Firepit may be operated by turning on the timer which can be set for 2-hour intervals; this opens the gas line. Please use a candle lighter for safety. Please follow the instructions.

g) The Heaters may be turned on by using the switch and a candle lighter. Please follow the instructions.

h) The Ping Pong table is located outside of the ballroom doors. The table is first come first served.

i) There is a Gazebo for your enjoyment located to the north of the Beauty Salon.

**Section 4.11 Putting Green**

A eighteen-hole Astroturf Putting Green is located between Citrus Hills and St. John Place. There are no lights on the Putting Green. Please be courteous of your neighbors who are living along the path that outlines the putting green.

a) Members/Residents and Guests must supply their own putters and golf balls.

b) The Putting Green is not to be used for driving or chipping practice.

c) Spiked shoes are not permitted on the Astroturf surface.

d) Food and drinks are not allowed on the surface.

**Section 4.12 Parking Lot**

The parking lot for the Lodge area, while it is a private subdivision, California vehicle laws apply to all drivers while driving on the streets. The California Vehicle Code and all of its definitions, requirements, and provisions apply to any and all persons operating and/or parking a motor vehicle. The Board has adopted additional limitations for the parking lot.

- a) Members/Residents may use the Lodge Parking Lot for overnight or after-hours parking of a vehicle/vessel by obtaining a Temporary Lodge Parking Permit from the Front Desk. Temporary Lodge Parking Lot Permits may be issued for a period of up to seven (7) consecutive days per calendar month and must be displayed prominently on the vehicle/vessel dash. The Board has designated five (5) Auto and three (3) RV/vessel parking spaces to be used by Members/Residents, which are assigned on a first-come, first-served basis only.
- b) Please Park your vehicle away from the west end of the Parking Lot if you will be leaving the vehicle/vessel for the seven (7) days.
- c) Please confirm with the Front Desk as to the available parking area for the seven (7) days.
- d) There is no washing or repairs of vehicles allowed as per the CC&R's.

**Section 4.13 Trash Enclosure**

The Trash enclosure located in the Parking Lot across from the Bicycle rack is used for waste generated at the Lodge.

- a) The Trash enclosure is to be used by Members having a Board-approved event only.
- b) The Trash enclosure is not for use by Members/Residents to dispose of household or other waste generated elsewhere within the Association or brought offsite into the Association.

**Section 4.14 Surveillance Camera Monitoring of Common Areas**

The purpose and use of camera surveillance/audio is to protect the property of the Association. As part of fulfilling this responsibility, the Board authorizes the use of camera surveillance and audio.

- a) Camera Locations: North and South entrance; Lodge facility entrances; Lodge Rooms and hallways; Lodge Front Desk; Fitness Center; and the Pool and Spa area.
- b) Camera surveillance will generally be placed only in Common Areas.
- c) There will be no camera placed where Members, Residents, Guests or Management have a reasonable expectation of privacy such as restrooms, locker rooms, and office.
- d) Signage identifying camera surveillance locations can be found on the front door of the Lodge and the West gate of the Lodge.
- e) The equipment may or may not be monitored in real-time and shall only be reviewed under the following conditions:
  - 1. Violation of the governing documents.
  - 2. Reported vandalism or crime.

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3. Law enforcement request for review.

f) Access: Association/Storage:

1. Access to Video Surveillance records shall be secured and restricted to the Board. Video Surveillance footage shall be viewed by only upon majority agreement and only in response to an event which has occurred, including but not limited to, vandalism, property damage, litigation evidence, criminal activity, insurance investigation, and suspicious activity.

2. Active Video Records shall be stored in secured enclosures with limited access. No video shall be published to the internet or streamed to mobile devices. Archived Video Records shall be stored only for investigative or legal purposes and shall be stored with the Management Company or the Association lawyers.

g) Custody, Control, Retention and Disposal of Video Records:

1. The Association has no desire or intention to retain video recordings except as required for investigations or evidence. In normal operating conditions, video surveillance footage will automatically be erased or overwritten by the recording device when capacity of the device has been exhausted (90 days).

2. Specific records relating to evidence or investigations, which must be retained, will be copied onto portable media such as USB/thumb drive and stored for as long as required, based on the investigation type. Records requiring long-term retention will be turned over to the Association's Management Company for storage and security.

h) Accountability:

1. The Associations Board of Directors is responsible and accountable for implementing, enforcing and monitoring the deployment, use and viewing of all video surveillance.

2. The President of the Board is responsible for conveying the policies and procedures to all members of the Board and ensuring compliance with those policies.

3. The Board is responsible for deciding when surveillance footage needs to be viewed.

(This area is left blank intentionally)

**ARTICLE V**  
**COMMUNITY CONDUCT**

**Section 5.01 General Conduct**

The Board of Directors has adopted the following Conduct Code for the Community Members/Residents. This Policy is intended to set forth certain protocols and expectations relating to Members/Residents conduct while utilizing all Association Common Areas. Members must familiarize their Guests, Tenants, and Vendors with the rules and Governing Documents of the Association. Violation of this Conduct Code will be considered serious, and the responsible Member will be subject to disciplinary action pursuant to the Monetary Fine and Disciplinary Policy; Schedule of Fines.

- a) All Members, Residents, Tenants, Guests, Agents, Management, Vendors, and Contractors (“Users”) are expected to conduct themselves in a respectful and courteous manner with consideration for each other.
- b) The use of obscenities, verbal and/or physical threats or attacks directed toward any User will not be tolerated.
- c) Action by any person within the Community, including, but not limited to all Common Areas, which may be dangerous or create a health or safety concern, a hostile environment, turmoil, disruption, or disturbance among Members/Residents and/or Guests is not permitted.
- d) Members are responsible for any damage to the Common Area and/or violations of the Governing Documents caused by or resulting from their own actions and the actions of family members, tenants, guests, service vendors, contractors, and other invitees, consistent with the above paragraph.
- e) Quiet hours will be observed 10 pm to 7 am Monday-Sunday.
- f) Management is to be treated in a courteous and considerate manner at all times.
- g) Management shall not be harassed in any way by any User. All complaints regarding service rendered by any Management Staff member must be made in writing to the General Manager for appropriate handling.

**Section 5.02 Community Safety**

The safety and well-being of Members, Residents, Management and Guests at the Association is a priority of the Board. “See Something, Say Something”.

- a) If you observe a crime or suspicious activity, regardless of how small the incident may seem, call the police immediately (661) 327-7111 and then notify the Front Desk.
- b) If a safety hazard or unsafe condition is observed within the Community, notify the Front Desk during posted office hours.
- c) Self-Defense Through Home Preparation
  - 1. Install a dead bolt on your doors.
  - 2. Install a locking pin on your sliding glass doors.



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**Section 5.02 – cont.**

3. Inventory your property and make sure your insurance information with the current value is up to-date.
4. Leave a light on or set a timer to turn on a light in the evenings.
5. Install a home alarm system registered with the police department.
6. Don't allow your newspapers to pile up while you are away for several days. You should also place a mail hold at the USPS.
7. Don't leave your door key under a door mat, flowerpot, or other common hiding place.
8. Advise a neighbor to keep an eye on your home when you are planning to be away. Share contact numbers for emergency and non-emergency situations.

- d) If you are a victim of a crime, notify the Police Department (661) 327-7111 immediately and file a report. Call the Front Desk and report the crime for informational purposes.
- e) Follow the Posted Speed Limit within the Community (which is 25mph) to diminish any possibility of accidents involving pedestrians and/or dog walkers.
- f) Stop at all Stop Signs.

**Section 5.03 Community Access**

Although the Vehicle Entrance gates are not security gates, they do provide for traffic control in and out of the Community. The purpose of this rule is to identify the proper methods for access to the Community. The effect is to maintain traffic control while allowing Resident(s) convenience. There are three (3) methods of accessing entry into the Community. The vehicle gates can be opened by the following methods: Member/Resident gate code or temporary gate code, Radio Frequency Identification (RFID) car tags, or Callbox directory. The pedestrian gates are opened with Key FOBS. To access these entry methods please contact the Front Desk.

a) Gate Codes

1. Each unit is permitted one, four-digit gate code.
2. For the protection of the entire community, this Member/Resident gate code should be closely guarded and not shared.

b) Temporary Gate Codes

1. One universal code will be issued to the Community for Vendors and Visitors.
2. The code will change every thirty days.

c) RFID Tags

1. Each tag must be assigned to a vehicle owned by the Member(s)/Resident(s) and/or other approved individuals such as a Qualified Resident.

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**Section 5.03 – cont.**

2. Each unit is allowed a maximum of four (4) RFID tags at a cost of \$10 per tag. Prices are subject to change.

\*In order to receive a RFID tag, the make, model, year, color and license plate and name of driver must be registered with the HOA.

3. RFID tags may be placed on Automobiles, Motorcycles & RVs that are DMV street legal, and registered to the Members/Residents only. All RFID tags must be applied by Management or alternatively, Management must observe the application.

4. RFID tags will not be issued if they are not being applied to a vehicle at the time of the purchase.

5. It is the responsibility of the Member/Resident to safe-guard RFID tags and to inform Management when an automobile is declared Non-Op by the DMV, or no longer in possession of the vehicle.

d) Gate Directory & Callbox

Members/Residents can sign-up to be included in the Gate Directory. When you receive a call through the Gate Directory, you can allow your guest or vendor access to the community by pushing the number nine (9) on your landline or cellphone.

e) Key FOBS

When using the Key FOB (keyless entry device) to enter the recreation areas during business and non-business hours, please know that each Key FOB is unique to each Members household. Upon entering the Gates, the Key FOB records the Member's/Resident's household name and time it is used with the office.

1. New Owners of resale houses should obtain a Key FOB at no cost from Management. Seller provided Key FOBS will be deactivated and Members are requested to return them to the Front Desk.

2. Each lot is allowed a maximum of two (2) Key FOBS at a replacement cost of \$50 per tag. Prices are subject to change.

3. Access to the Swimming Pool and the Barbecue area is also by Key FOBS.

4. Pedestrian exits and entries are located at the North and South Community entrances and are accessed with a Key FOB

**Section 5.04 Community Sales/Estate Sales/Moving Sales**

We all have a need from time-to-time to clear out something, whether it's as large as a sofa, or as small as a footstool that we no longer need. Estate or Moving sales (Sales) must be approved by Management.

a) Members/Residents may host no more than one (1) Estate/Moving sale once a year, with the sale lasting for no longer than two days. Individual garage/yard sales are not allowed.

b) Prior to conducting an Estate/Moving sale, a Member/Resident must submit a request in writing and obtain permission from Management.

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**Section 5.04 – cont.**

- c) All Sale items may be displayed no earlier than 6:00 am and must be removed no later than 6:00 pm.
- d) The Estate/Moving sale may be conducted from 7:00 am to 5:00 pm only.
- e) A Member/Resident must notify the Front Desk of the start time of the Estate/Moving Sale in order to ensure potential buyers can gain entrance into the Community.
- f) The Community will host a Community Sale twice per year, once in the Spring and once in the Fall. There will be a sign up for the event to allow people to have the sale out of their garages/homes. A map indicating Community sale participant's will be available at the South Vehicle entrance on the day of these events. The gate will remain open during the hours of these sales. There will also be sign ups available to have a Parking Lot spot at the Lodge (to bring your items) if you wish to bring your items there. Patina owners will have priority on the spot sign-ups for these.

**Section 5.05 Open House/ Home Resale**

- a) Any Member who has an Open house (including a "realtor caravan") scheduled must notify the Front Desk no less than three (3) days prior to the event, of the time and date of the event in order to ensure gate access by potential buyers.
- b) Open House events must be conducted by either the Member or a Licensed Realtor.
- c) Public access into the Community is through the South Gate entrance off of Panorama.
- d) Within thirty (30) days after escrow closes, the new Owner must contact the Front Desk in order to complete required paperwork (Member/Resident Information Form, Age Verification Form, et cetera). See Appendix.

**Section 5.06 Private Events**

There are several Lodge Rooms available for Member-hosted private events; Please refer to the Lodge Room Reservations & Rental Agreement for detailed information. Non-Member Guests for private events at a Member's home may receive the temporary gate code or gain community access by calling the Member's phone number via the gate call box.

**ARTICLE VI.  
OTHER COMMUNITY RULES**

**Section 6.01 Address and Mail Delivery**

It is important for the Association to have the preferred and updated delivery method specified by the Member. A Member shall, on an annual basis, provide written notice to the Association of all of the following:

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a) The Member's preferred delivery method for receiving notices from the Association, which shall include the option of receiving notices at one or both of the following:

1. Mailing address.
2. A valid email address if applicable.

**Section 6.02 Streets, Vehicles and Parking**

*We are a nation that loves our cars and RVs, golf carts, and trucks. The problem is what to do with them when we're not driving them. Here are the answers.*

**Streets**

- a) All streets within the Community are private, yet subject to applicable laws, ordinances and regulations of all governmental agencies having jurisdiction over the Community.
- b) The City of Bakersfield speed limit of twenty-five miles per hour (25 MPH) must be observed by all vehicles, including golf carts.
- c) Nothing can be placed on the Association Property that obstructs the flow of traffic or presents a safety hazard.
- d) Inoperable vehicles are not permitted on the Association Property or on a driveway to a Residence.

**Parking**

- a) There is no parking of a vehicle (except a Members/Residents recreational vehicle that has Board approval) on Community streets between the hours of 11:00pm and 6:00am daily. The exception is the week of Thanksgiving and the last two weeks of December. If an extenuating circumstance arises, Management is authorized to give a parking permit for five (5) days. Any circumstance beyond the five (5) days would need Board approval.
- b) All vehicles parking on the street, must park parallel to the curb within 36”.
- c) Conversion vans/Camper vans are allowed to be parked on a Member's/Resident's driveway provided it does not extend into the sidewalk, and kept in operational visual appearance.
- d) A recreational vehicle (RV), which is defined as any vehicle used primarily for recreational purposes (including, but not limited to, any off-road jeep or other multi-wheeled vehicle, camper, trailer, vessel, et cetera) may be parked on a Member's/Resident's driveway so long as it does not extend into the sidewalk or on the street in front of the Members/Residents lot so long as it does not obstruct the flow of traffic or present a safety hazard, for up to twenty-four (24) hours in a calendar month.

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**Section 6.02 – cont.**

- e) Any motorized vehicles or trailers parked in a driveway cannot extend into the sidewalk.
- f) A Member/Resident with an RV or vessel owner may petition the Board to designate the street parking space immediately in front of the Member's/Resident's lot for extended parking privileges and to be reserved for the owner's exclusive use for up to 96 total hours (4 days) per month. In using these hours, the RV/vessel owner may not park for longer than 48 (2 days) continuous hours at a time. Members/Residents are still required to obtain a temporary Parking Permit from the Front Desk. The Permit shall be posted in the vehicle/vessel front window or viewable from the street. (Please see the Appendix for the RV/Vessel Parking Petition Form.)
- g) Members/Residents may use the Lodge Parking Lot for overnight or after-hours parking of a vehicle by obtaining a Temporary Lodge Parking Permit from the Front Desk. Temporary Lodge Parking Lot Permits may be issued for a period of up to seven (7) consecutive days per calendar month and must be displayed prominently on the vehicle dash. The Board has designated 5 Auto and 2 RV/vessel parking spaces to be used by Members/Residents, which are assigned on a first-come, first-served basis only.
- h) During periods of construction affecting a Residence, temporary permits to park construction vehicles or accessories in front of a Residence must be obtained from the Front Desk.
- i) Dumpsters, storage pods or moving trucks may be parked in a Residence driveway for up to one week to facilitate construction or moving; a Permit for additional time must be obtained from the Front Desk.

**Patina Home Collection**

- a) The parking areas for the Patina Home Collection ("Patina Parking Areas") are for the use of the Members/Residents or the guests of the Patina Home Collection.
- b) Any use of the parking area for vehicle "storage" is not permitted and stored vehicles will be removed at that owner's expense.
- c) Any vehicles parked in the Patina Parking Areas for longer than forty-eight (48) hours require a Permit, which must be obtained from the Front Desk.
- d) A temporary Permit may be issued for a period of up to 7 consecutive days, per calendar month, and must be displayed prominently on the vehicle dash.

**Towing Authority**

- a) Any Vehicle illegally parked within the Association may be towed in compliance with the requirements and procedures of Vehicle Code Section 22658 or any successor statute thereto. In addition, and without limiting the foregoing or any other right or remedy available to the Board, the Board may impose Monetary Penalties for violation of any parking restrictions or Rules.

**Maintenance/Washing Vehicles**

- a) Vehicles must not be stored in non-operational manner (example, cannot have broken windows, windshield/windows cannot be covered in dirt, cobwebs cannot be on the tires or underneath the vehicles.)

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**Section 6.02 – cont.**

- b) Vehicles may only be washed in the Owner's driveway or on the street in front of their Residence.
- c) Shut-off nozzles are required on hoses for vehicle washing.
- d) No vehicle washing is authorized in the Lodge Parking Lot, including mobile washing services.
- e) No automobile maintenance, repair, painting, or overhaul work, other than of an emergency nature, shall be performed outside of the garage of a Residence.

**RV/Vessel Parking Requirements**

- a) Any Member/Resident wishing to park their RV/Vessel on the street is only allowed to do it for 24 hours (1 day) per month. A Member/Resident may petition the Board for extended parking privileges. The Petition, if approved, is good for up to 96 hours total (4 days) per month. In using these hours, the Member/Resident may not park their vehicle for longer than 48 hours (2 days) continuous hours at a time.
- b) Members/Residents with a Petition are still required to get a Parking Permit from the Front Desk each time they park on the street.
- c) RVs/Vessels must be safely coned off where it is parked.
- d) To avoid tripping hazards, all extension cords and/or hoses must be taped or have some sort of cover on them.
- e) The RV slide(s) will only be opened when necessary.
- f) The RV/Vessel will be parked parallel to the curb within thirty (36) inches. Member/Resident will disconnect their tow vehicle to accomplish this if needed.
- g) Member/Resident may not block sidewalks, neighbors' driveways or impede traffic when parking their RV/Vessel.
- h) Members/Residents and their guests may not reside in their RV at any time, including overnight stays.

**Section 6.03 Backyard Open Flame**

We all love to barbecue, so please keep in mind our neighbors and your wood fences. Please take caution when using the following:

- a) Types of fuel, charcoal lumps and briquettes, gas (propane or natural) and wood pellets.
- b) Members/Residents must monitor the area when an open-flame device is in use and are responsible for any damage to the side and backyard fences.

**Section 6.04 Hazardous or Toxic Waste**

Hazardous waste is comprised of products purchased for use in or around the home, that when improperly discarded, may threaten human health or the environment. For more information regarding disposal of hazardous waste, contact the Bakersfield Special Waste Facility at 4951 Standard Street. Kerncountywaste.com Examples of Hazardous Waste may include:

- a) Motor oil, automobile products; batteries, paints and solvents; household cleaners; drain openers; pesticides; herbicides; insecticides; compressed gas tanks (such as propane and butane), household cleaners; deodorizers; pet care products; photographic chemicals; and swimming pool chemicals.
- b) Disposing of Hazardous Waste in your trash cans or dumping it down storm drains or into the sewer is not permitted.

**Section 6.05 No Obstruction of Common Areas**

Common Areas, including but not limited to sidewalks, are for the enjoyment of the entire Community. Personal items shall not be placed in, upon, or permitted to obstruct access to Common Areas unless approval is granted by the Board.

**Section 6.06 Noise and Noise Producing Equipment**

Members/Residents shall not create annoyances by making or permitting unreasonable noise (including an unreasonable number of false alarms from house or automobile security systems), nor shall any nuisance (as defined in Civil Code Section 3479) be committed or permitted to occur within any portion of the Community.

- a) No electrical (including gas-powered equipment) or electronic device which may unreasonably interfere with television (or other electronic device) reception.
- b) Discernible noise generated outside the Members Lot where it is being operated is not permitted.

**Section 6.07 Signs and Flags**

**Members Lot Signs**

On a Members Lot, one (1) each of the following is allowed by the Municipal Code of the City of Bakersfield:

- a) A free-standing double-sided "For Sale" sign with post, which sign shall not exceed a measurement of four (4) square feet total (Example: A 2 foot x 2 foot sign = 4 square feet) and the post shall not exceed six (6) feet in height.
- b) Members are responsible for any damage and are required to replace any landscape turf or plants damaged in the installation of the sign.

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**Section 6.07 – cont.**

- c) An Open House sign may not be larger than 18 inches x 24 inches. d) A For Rent sign may not be larger than 18 inches x 24 inches.
- d) A Yard/Garage/Estate Sale sign may not be larger than 18 inches x 24 inches.

**Open House Signs within Association Property**

- a) Open House signs no larger than 18 inches x 24 inches may be displayed during the day of the Open House.
- b) Approval for placement of the signs must be obtained from Management no less than three (3) days prior to the Open House.
- c) Members are responsible for any damage and are required to replace any landscape turf or plants damaged in the installation of the sign.
- d) All signs must be removed by 5:00 pm on the day of the Open House.

**Political Signs**

- a) Political signs cannot be placed in common areas or in grass front yards. Signs shall only be placed in Members flower beds, and caution needs to be taken for irrigation.
- b) Signs cannot be put up earlier than 45 days prior to the scheduled election and removed no later than 7 days after the election.
- c) Members are responsible for any damage and are required to replace any landscape turf or plants damaged in the installation of the sign.

**Flags**

Please see the rules regarding flags in the Architectural Standards and Procedures.

**Section 6.08 Holiday Decorations**

- a) Please see the Glossary in Section 1.02 for the definition of "Holiday".
- b) Decorations creating traffic congestion or a nuisance to neighbors shall not be allowed.
- c) Decorations may be hung or set out fifteen (15) days prior to a holiday and must be removed fifteen (15) days after the holiday, without ARC Committee approval.
- d) Christmas Holiday lighting and decorations shall be installed no earlier than Thanksgiving and shall be removed no later than January 15th.
- e) Use of exploding devices of any kind is prohibited in the community.
- f) Neither the Landscape Company nor Association shall be liable for any damage to decorations. Holiday decorations shall be put out at your own risk.



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**Section 6.09 Home Exterior and Yards**

Please refer to the Architectural Standards and Procedures.

**Section 6.10 Home Business**

Professional or administrative occupations or similar home office uses are allowed, if:

- a) Such occupations are merely incidental to the use of a Member's Lot as a Residence.
- b) Such an occupation is in conformance with all applicable governmental ordinances.
- c) The business does not generate an inconvenience or nuisance for neighbors.
- d) No business material of any kind may be distributed by any means within the Community.

**Section 6.11 Solicitation Prohibited**

- a) No material of any kind may be distributed by any means within the Community.
- b) Members/Residents may turn in sales material to the Front Desk they will contact the company to notify that solicitations are not allowed in the Community.

**Section 6.12 Trash Collection**

Trash collection within the Community is provided by the City of Bakersfield Solid Waste which is a Division of Public Works Department. The schedule is posted on the monthly Calendar located on the Association Bulletin Board designating pick-up days for trash, recyclables, and green waste.

- a) All rubbish and trash storage facilities, including trash containers (garbage cans), need to be kept screened and concealed so that they cannot be viewed from any portion of the Association Property.
- b) All rubbish, trash, garbage, green waste, recyclables, or other waste shall be regularly removed from each Member Lot in trash containers designated for such use by the City of Bakersfield.
- c) Trash containers are to be placed for collection after 4:00 p.m. the evening prior to the day of collection and be removed by evening on the day of collection.

**Section 6.13 Pets**

***The old adage, "Love me, love my dog," isn't necessarily true. Pets do become like members of the family, and we adore them. However, like everyone else in the family, they also have a few restrictions so that we can all live together without growling about our neighbor.***

Domestic pets are welcome in the Association. You are required to be in control of your pet(s) at all times. Members/Residents owning pets are encouraged to read the CC&Rs regarding pets.

- a) Any dog, cat, bird or other animal is to be kept solely as a household pet and not for commercial purposes.

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**Section 6.13 – cont.**

- b) All pets must be licensed in accordance with all prevailing laws of the City of Bakersfield, the contact number for Animal Control is (661) 326-3436.
- c) Members are fully responsible, either by financial reimbursement or other corrective action determined by the Board, for any damage or disturbances that their pets cause to any person or property within the Community.

**How Many Pets are allowed per household**

- a) No more than three (3) animals per household (excluding fish or birds kept exclusively inside the residence).
- b) Pets must not constitute a nuisance to other Members/Residents.

**Containment**

- a) All pets of a Member, Resident, or Guest must be kept within an enclosure or enclosed yard of adequate height and strength to prevent escape.
- b) Outside of a Residence or fenced yard of a Member/Resident, an animal must be on a leash held by an individual capable of controlling the animal and in accordance with the City of Bakersfield's leash law. Leashes are not to be longer than six (6) feet per Bakersfield Municipal Code 6.04.220.
- c) All pets (dogs, cats, et cetera) are prohibited in/or on the Lodge Facilities except where Federal or State laws apply.
- d) Pets are not allowed on the property of other Members/Residents without permission of that Member/Resident.

**Damage**

- a) Each Member/Resident shall be responsible for any damage to a person or to property caused by any animal kept as a pet within their Residence or brought into their Residence by Guests or other individuals.
- b) Any party who is attacked and/or injured by an animal belonging to a Member, Resident, or guest of the Community needs to immediately contact Animal Control which will investigate the attack and make a determination if the attacking animal is to be removed. Animal Control in Bakersfield can be reached at 661-326-3436. Per Civil Code Article 2 Section 3342.

**Animal Waste**

- a) Pet urine kills grass and plants.
- b) Do not allow your pet to relieve itself within any portion of another Member's/Resident's yard.
- c) Members/Residents are responsible for eliminating any pet residue or odor causing substances associated with animals.

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**Section 6.13 – cont.**

- d) Members/Residents must immediately clean up pet waste from their pet deposited within any portion of the Community.
- e) Animal waste bags must be tied and discarded in the Green Doggy Stations or home trash.

**Nuisance**

- a) Any excessive and constant dog barking or other animal noise may be deemed a nuisance.
- b) “Excessive and constant”, while outside of the Member’s/Resident’s Residence, shall mean any animal noise which creates an excessive and constant disruption to the activities and quiet enjoyment of other Members/Residents.
- c) Please keep your pets from disturbing other Members/Residents.
- d) Out of respect for other Members/Residents, each Member, Resident, or Guest must promptly clean up waste from his/her pet deposited in Members’ own front, side and rear yards. Animal waste odors shall not be allowed to become a nuisance to other Members/Residents.

**Assistance Animals: Please see the CC&Rs.**

**ARTICLE VII.  
ASSOCIATION POLICIES & PROCEDURES**

**Section 7.01 Monetary Fine and Discipline Policy: Schedule of Fines**

The Board has the authority under the CC&Rs and California law to impose non-monetary discipline and/or monetary fines against any Member found to be in violation of the Association’s CC&Rs, Bylaws, Architectural Standards and Procedures, Rules, Policies, Procedures, and any other governing document. Any discipline or monetary fine(s) shall be in accordance with an adopted and published procedure and schedule of fines.

Prior to imposing any discipline or monetary fine against a Member, the Board shall meet and conduct a hearing to consider the violation and receive evidence of the alleged violation. The Board shall notify the Member in writing of the Hearing, by either personal delivery or first-class mail, at least ten (10) days prior to the Hearing. The written notification to the Member shall contain the date, time and place of the Hearing, the nature of the alleged violation for which the member may be disciplined or fined, the amount that the Member is subject to being fined and/or the length which the Member’s Lodge Privileges may be suspended, and a statement that the Member has a right to attend and address the Board at the Hearing.

At such noticed Hearing, if the Board imposes discipline or a monetary fine against a Member, the Board shall provide written notification of the discipline or monetary fine by either personal delivery or first-class mail to the Member within fifteen (15) days following the Hearing. If there is a suspension of Lodge Privileges, they cannot start until five (5) days after the notice to the Member is sent. No discipline or monetary fine against a Member shall be effective unless the Board fulfills these requirements.

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**Section 7.01 – cont.**

The Board hereby adopts the following Discipline and Monetary Fine Procedures and Schedule of Fines:

Members shall be given a written notice to correct a violation of either the Association's CC&Rs, Bylaws, Architectural Standards and Procedures, Rules, Policies, Procedures, and/or any other governing document. The time in which the violation needs to be corrected will be listed on the notice. Below is a list of common violations and the time frame in which they will be given for correction:

**Trash Cans/ Trash visible from Common Area – 2 days**

**Unauthorized Parking, excluding RV/Vessels – 2 days**

**Water Hose in view of Common Area - 2 days**

**Unauthorized Guest - 15 days**

**Oil/Fluid Stains in driveway; maintenance of Home - 30 days**

**Exterior Alteration without ARC approval - Immediate Call to Hearing**

**RV/Vessel Parking/Rule Violation - Immediate Call to Hearing**

**Violation of General Conduct in Common Area - Immediate Call to Hearing**

**Safety Violations - Immediate Call to Hearing - Immediate Call to Hearing**

**Violation of any Lodge/ Pool and Spa/ BBQ Rules - Immediate Call to Hearing**

**Damage to Common Area/Residential Landscape Easement - Immediate Call to Hearing**

a) If the violation is not corrected within the initial period, the Board may, after a noticed Hearing to the Member, impose a fine of two hundred dollars (\$200.00) and/or a thirty (30) day loss of Lodge privileges. The Member will receive written Notice of Fine imposed and shall have thirty (30) days from the date of such Written Notice to both correct the violation and pay the fine. The amount of the initial monetary fine may vary depending upon the Board's interpretation of the facts and circumstances presented within the context of each violation.

b) If the violation is not corrected within thirty (30) days from the date of Written Notice of Fine, the Board may, after a noticed Hearing to the Member, impose an additional fine of four hundred dollars (\$400.00) and/or a sixty (60) day loss of Lodge privileges.

c) If the violation is not corrected within sixty (60) days from the date of Written Notice of Fine, the Board may, after a Noticed Hearing to the Member, impose an additional fine of six hundred dollars (\$600.00) and/or a ninety (90) day loss of Lodge Privileges.

d) In the event the violation remains and is not corrected by the member after sixty (60) days from the date of written Notice of Fine, the Board may, after a Noticed Hearing to the Member, impose an additional fine of one thousand two hundred dollars (\$1,200.00) and/or a one hundred twenty (120) day loss of Lodge Privileges. In addition to the foregoing penalties, the Board may also take any other action authorized under the CC&Rs to abate, enjoin, or correct the violation. Any costs, expenses or attorney's fees incurred by the Association for the collection of monetary fines imposed against a Member under this Policy shall be added to the amount of any imposed fines and shall be the responsibility of the noncompliant Member.

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**Section 7.01 – cont.**

e) The exception to the fines for violations listed above is in the event a Member/Resident or their Guest(s) prop open an exterior Lodge Gate or Pool Gate. When gates are propped open, the Association is exposed to potential liability.

1. For this type of specific violation, the Board may, after a noticed hearing to the Member, impose a fine of five hundred dollars (\$500) with a thirty (30) day loss of Lodge Privileges.
2. For the second infraction of this type, the Board may, after a noticed hearing to the Member, impose a fine of one thousand dollars (\$1,000) with a sixty (60) day loss of Lodge Privileges.
3. For the third infraction of this type, the Board may, after a noticed hearing to the Member, impose a fine of one thousand five hundred dollars (\$1,500) with a ninety (90) day loss of Lodge Privileges.
4. For the fourth infraction of this type, the Board may, after a noticed hearing to the Member, impose a fine of two thousand dollars (\$2,000) with a one hundred twenty (120) day loss of Lodge Privileges.
5. If during the time of suspension, the Member is found on the Lodge grounds, they will receive an automatic two hundred fifty dollar (\$250.00) fine without any further hearing notice to the Member for each incident.

f) In addition to, or in lieu of the foregoing monetary fines, the Board may impose against the Member non-monetary discipline in the form of the suspension of the right to use of Association Lodge Common Facilities (the Members Key FOBS will be shut off during this time) and/or other reasonable and appropriate discipline. The suspension can be extended longer if there is a Monetary Penalty given at the time of the Hearing and it is not paid at the end of the suspension. This section is consistent with and as authorized under Section 4.11(c) of the CC&Rs.

**Section 7.02 Noncompliance and Enforcement**

Living within a homeowners' association is kind of like being married in that we all hope for a harmonious co-existence, but sometimes a “difference of opinion” arises. Here is how it is resolved.

**General**

- a) Noncompliance is defined as an act or omission which fails to comply with or is in conflict with the CC&Rs, Bylaws, Rules or the Architectural Standards and Procedures.
- b) The Association has the right and obligation to enforce the Rules and other Guidelines as adopted by the Board.
- c) The Board has assigned administration of enforcement procedures to Management.

**Complaint Procedure**

- a) A Violation Report Form may be submitted to the Front Desk. Resident reporting a violation that they have witnessed, must complete, and submit this form to Management. If the violation ~~45~~

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**Section 7.02 – cont.**

visible from Common Area, only one (1) signature is needed on this form. For all other violation issues two (2) signatures who represent two (2) separate Resident lots is recommended. (Please see the Appendix for a copy of the Violation Report Form).

b) The Board may investigate the allegation and may act against the Member.

c) A report of Non-compliance will be processed in the following manner:

1. A letter will be sent to the Member by the Association stating the violation and the date by which it must be corrected. The one exception is if the violation constitutes an immediate call to Hearing before the Board as stated in the Monetary Fine and Discipline Policy: Schedule of Fines, at that time the only letter sent will be the call to hearing letter.

2. If the correction date passes and the violation still exists, then a letter will be sent to the Member scheduling a hearing before the Board.

3. At the scheduled hearing, the Board, per the CC&Rs, may suspend use and/or voting Privileges and/or assess a monetary fine (see fine schedule).

d) The Violation Hearing, all Records and Documents relating thereto and Board action (if any), will remain confidential and not subject to Member inspection.

e) The Reporting Parties may be requested to appear at a Board hearing to attest to the reported matter.

f) The Reporting Parties will not be notified or informed of the Board's actions.

**Homeowner Hearing Procedure (Held in Executive Session)**

a) Introductions/Commencement of the Hearing session.

b) Statement of Alleged Violation recited by a Director or another person appointed by the Board, and presentation by the Board of oral and written/photographic Evidence of the violation.

c) Owner's questions (cross-examination) directed to any Witnesses testifying on behalf of the Association.

d) Owner's Opening Statement and Presentation of Oral or Written Evidence.

e) Review of the applicable provisions of the Governing Documents by the Board.

f) Discussion and questioning of the Owner and Owner's witnesses by the Board.

g) Closing statement by Owner.

h) Owner is thanked for his/her attendance and informed that he/she will be notified of the Board's decision within fifteen (15) business days via Written Communication.

i) Board deliberation and decision on Violation Hearing (in Executive session only, without the Owner present).

j) Imposition of Enforcement Procedures by the Board, if applicable.

**Section 7.03 Dispute Resolution Policy**

SUMMARY OF THE INTERNAL DISPUTE RESOLUTION PROCEDURE Based on California Civil Code Sections 5900, 5905, 5910, 5915, 5920

California Civil Code 5900, 5905, 5910, 5915, 5920 applies to disputes between an Association and a Member involving their Rights, Duties, or Liabilities.

The Association is required under this section to provide a fair, reasonable, and expeditious procedure for resolving a dispute. The Association is required to make maximum, reasonable use of available local dispute resolution programs involving a neutral third party, including low-cost mediation programs.

Either party to a dispute involving their rights, duties or liabilities, may invoke the procedure as follows:

- a) Either Party may request in writing for the parties to meet and confer in order to resolve the dispute.
- b) A Member may refuse to meet. The Association may not refuse a request from a Member.
- c) The Association's Board will appoint a Board Director to meet.
- d) The Parties will meet promptly at a mutually convenient time and place, explain their positions to each other, confer in good faith and try to resolve the dispute.
- e) A resolution of the dispute to which both Parties agree, shall be in writing and signed by both parties. This Agreement is judicially enforceable under the following circumstances:
  1. The Agreement is not in conflict with law or the governing documents.
  2. The Agreement is consistent with the authority of the designee, or the Agreement is ratified by the Board.

**Section 7.03A Internal Dispute Resolution Policy**

In the event that a dispute arises between the Association and one of its Members involving the Rights, Duties, or Liabilities under the Davis-Stirling Act, under the Nonprofit Mutual Benefit Corporation Law (commencing with Section 7110 of Division 2 of Title 1 of the Corporations Code), or under the Association's governing documents, the Association has adopted the following Internal Dispute Resolution Process [IDR] that is intended to provide a fair, reasonable, and expeditious procedure for resolving disputes.

*How to initiate the process:* Either the Member(s) can start the process by requesting, in writing, to the other Party or Parties (i.e., the Board of Directors) to the dispute for all Parties to meet and confer. Or the Board can initiate IDR.

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**Section 7.03A – cont.**

If you the Member(s) are starting the process, you will need to provide written correspondence to the Board of Directors c/o PMP Management, 10500 Toscana Drive, Bakersfield, CA 93306. Include your name of member(s) requesting IDR, address(es), the reason for the request for IDR, your requested resolution, and any information you have that supports your request. Failure to do this will result in an incomplete request in which Management will notify you that your request is incomplete and will not be responded to by the Board.

*Do I (as a Member) have to participate? No.* You, as a Member may decline the request to participate in an IDR. On the other hand, if a Member requests that the Association participate in an IDR, the Association may not decline; the Association must participate.

*Cost:* You, as Member(s) will not be charged any fee to participate in the IDR process with the Association.

**IDR Deadlines, etc.: If the Association is party to the dispute:**

- a) Within thirty (30) days from receipt of the written request, the Association will respond to any Member's written Request.
- b) The Board will appoint at least one Member from the Board as the Association's representative to meet and confer.
- c) In the Association's response, the representative Board Member(s) shall provide the Member with at least two (2) dates within the next sixty (60) days from the date the Association received the Member's written request, unless the Parties agree to a longer period of time.
- d) The meet and confer shall occur within ninety (90) days from the date the Association receives the Member's written request.
- e) Unless the representative Director(s) has (have) been given written settlement authority from the Board pertaining to the dispute, any solution acceptable to the representative Director(s) must be presented to the Board and must be ratified in writing by the Board in order to be binding on the Association.
- f) The Board will review any Proposed Solution at the next Board Meeting and shall provide the other Party (or Parties) to the dispute with the Board's decision to: (a) Ratify; (b) Reject the proposed solution, or (c) Offer an alternative solution within fifteen (15) days after the Board meeting.
- g) If, after receiving a written request to meet and confer, you [as Member(s)] do not respond within fifteen (15) days, the Association will consider the request rejected by you and may then proceed with other options available for resolving the dispute.

**The IDR Meet and Confer:**

The Parties to the dispute will meet at a mutually convenient time and place. The Parties will discuss their respective positions with each other, confer in good faith, and try to resolve the dispute. Parties have the right to have legal counsel present. Homeowner's opting to have legal counsel accompany 48



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**Section 7.03A – cont.**

them in an IDR process must notify the Association in writing of their intention to do so at least ten (10) days in advance of the scheduled IDR. If advance notice isn't provided, then the IDR will be postponed to a new date.

If the Member (s) brings a non-attorney into the IDR, then the Association will request that two Directors be present for the IDR.

**IDR POLICY AND PROCEDURES GUIDELINES**

Settlement or Resolution of the Dispute through IDR: Pursuant to the requirements of the Civil Code 5910 once the parties have settled or resolved the dispute, the resolution or settlement must be:

- a) Set forth in writing
- b) Signed by all Parties to the dispute
- c) It will be judicially enforceable under the following circumstances:
  - 1. The Agreement is not in conflict with the law or the Association's Governing Documents; and
  - 2. If the Association is a Party to the Agreement, the scope of the Agreement must be (1) within the authority granted to the representative director; or, (2) ratified in writing by the Board.

If a dispute is resolved without the agreement of an Owner/Member that participated in the meet and confer, that participating Member has the right to appeal the results before the Board.

*Mediation Services:* If appropriate and available, the Parties to an Internal Dispute Resolution process (IDR) can use local dispute resolution programs, including low-cost mediation services which involve a neutral third party to assist in the process.

*Dispute Resolution/Mediation First:* The Association or an Owner/Member may not file an enforcement action [i.e. lawsuit] in the Superior Court unless the Parties have attempted to submit their dispute to some form of Alternative Dispute Resolution ("ADR"). ADR options include mediation and arbitration.

**Section 7.03B Alternative Dispute Resolution Policy**

The Association follows the Alternative Dispute Resolution ("ADR") procedures of the Davis-Stirling Act.

Please take notice:

**Failure of a Member of the Association to comply with the Alternative Dispute Resolution requirements of Civil Code §5930 may result in the loss of the Member's right to sue the Association or another Member of the Association regarding enforcement of the Governing documents or the Applicable Law.**

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**Section 7.03B – cont.**

**§5925.** As used in this article:

- a) "Alternative Dispute Resolution" means mediation, arbitration, conciliation, or other nonjudicial procedure that involves a neutral party in the decision-making process. The form of alternative dispute resolution chosen pursuant to this article may be binding or nonbinding, with the voluntary consent of the parties.
- b) "Enforcement action" means a civil action or proceeding, other than a cross-complaint, for any of the following purposes:
  - 1. Enforcement of this Title.
  - 2. Enforcement of the Nonprofit Mutual Benefit Corporation Law (Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code).
  - 3. Enforcement of the governing documents of a Common Interest Development.

**§5930.**

- a) An association or an Owner or a Member of a common interest development may not file an enforcement action in the superior court unless the parties have endeavored to submit their dispute to alternative dispute resolution pursuant to this article.
- b) This Section 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 five thousand dollars (\$5,000).
- c) This Section does not apply to a small claims action.
- d) Except as otherwise provided by law, this Section does not apply to an assessment dispute.

**§5935.**

- a) Any party to a dispute may initiate the process required by Section 5930 by serving on all other parties to the dispute a Request for Resolution. The Request for Resolution shall include all of the following:
  - 1. A brief description of the dispute between the parties.
  - 2. A request for Alternative Dispute Resolution.
  - 3. A notice that the Party receiving the Request for Resolution is required to respond within thirty (30) days of receipt or the request will be deemed rejected.
  - 4. If the Party on whom the Request is served is the Owner of a separate interest, a copy of this Article.
- b) Service of the Request for Resolution shall be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the Party on whom the request is served actual notice of the request.

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**Section 7.03B – cont.**

c) A Party on whom a Request for Resolution is served has 30 days following service to accept or reject the Request. If a Party does not accept the Request within that period, the Request is deemed rejected by the Party.

**§5940.**

a) If the Party on whom a Request for Resolution is served accepts the Request, the parties shall complete the Alternative Dispute Resolution within ninety (90) days after the party initiating the request receives the acceptance, unless this period is extended by written stipulation signed by both Parties.

b) Chapter 2 (commencing with Section 1115) of Division 9 of the Evidence Code applies to any form of Alternative Dispute Resolution initiated by a Request for Resolution under this article, other than arbitration.

c) The costs of the Alternative Dispute Resolution shall be borne by the Parties.

**§5945.** If a Request for Resolution is served before the end of the applicable time limitation for commencing an enforcement action, the time limitation is tolled during the following periods:

a) The period provided in Section 1369.530 for response to a Request for Resolution.

b) If the Request for Resolution is accepted, the period provided by Section 5935 for completion of alternative dispute resolution, including any extension of time stipulated to by the Parties pursuant to Section 5940.

**§5950.**

a) At the time of commencement of an enforcement action, the Party commencing the action shall 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 this article.
2. One of the other parties to the dispute did not accept the terms offered for Alternative Dispute Resolution.
3. Preliminary or temporary injunctive relief is necessary.

b) Failure to file a Certificate pursuant to subdivision (a) is grounds for a demurrer or a motion to strike unless the Court finds that dismissal of the action for failure to comply with this article would result in substantial prejudice to one of the Parties.

**§5955.**

a) After an enforcement action is commenced, on written stipulation of the Parties, the matter may be referred to Alternative Dispute Resolution. The referred action is stayed. During the stay, the action is not subject to the rules implementing subdivision (c) of Section 68603 of the Government Code.

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**Section 7.03B – cont.**

b) The costs of the alternative dispute resolution shall be borne by the Parties.

**§5960.** In an enforcement action in which fees and costs may be awarded pursuant to subdivision (b) of Section 5975, the court, in determining the amount of the award, may consider whether a party's refusal to participate in Alternative Dispute Resolution before commencement of the action was reasonable.

**§5965.**

a) An Association shall annually provide its members a summary of the provisions of this article that specifically references this article. The summary shall include the following language:

1. 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.
2. The summary shall be provided either at the time the pro forma budget, required by Section 5300, is distributed or in the manner prescribed in Section 5016 of the Corporations Code. The summary shall include a description of the Association's Internal Dispute Resolution process, as required by Section 5920.

**Section 7.04 Association Record Requests**

Members requesting copies of Association Records are required to turn in their Requests to the General Manager at the Lodge Front Desk at 10500 Toscana Drive, Bakersfield, CA 93306 or by email at gm@fsbhoa.com. In the request they need to include the following.

- a) Member Name
- b) Association address
- c) Best contact number or email address for Member
- d) If you are seeking to inspect the records; will you be coming in to review the records, are you requesting to have them emailed (if available), or would you like to pay for copies.

The Association has ten (10) business days to provide the current fiscal years documents: thirty (30) business days for the previous two fiscal years.

The Association charges a reasonable cost for copies, which is currently \$0.25 per copy for black and white, or \$0.50 for color copies. (Prices subject to change.) In addition, the Association can charge additional reasonable expenses for any requests the requires redaction, in the opinion of the Association, to protect privacy and protect from identity theft. The expense is limited between \$10 per hour up to a maximum of \$200). The fees will need to be paid in advance, and then allow for a 24-48 hour turn around for the documents to be printed.

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**Section 7.04 – cont.**

Items that members have access to are; Any Financial Documentation or Statements (to include, but not limited to balance sheet, income and expense statements, budget comparison, general ledger) executed Contracts not otherwise privileged under law; State and Federal Taxes; Agendas; Minutes of Meetings of the Members, the Board, and any Committee appointed by the Board pursuant to Section

7212 of Corporations Code; excluding however Minutes and other information from Executive Sessions of the Board; Membership Lists (you must include your intent for the List with this request for review by the Secretary of the Board); Check Registers; the Governing Documents; Enhanced Records (described in section a below); and Association Election Material (described in Section 7.04.b below).

- a) Enhanced records are considered invoices, receipts, and cancelled checks for payments made by the Association, Purchase Orders approved by the Association, Bank Account Statements, Association's assessments, are deposited or withdrawn, Credit Card Statements issued in the name of the Association, statements for services rendered, and reimbursement requests submitted to the Association.
- b) "Association Election Material" means returned Ballots, Signed Voter Envelopes, the Voter List of Names, Parcel Numbers, and voters to whom Ballots were to be sent, Proxies, and the Candidate Registration List. Signed Voter Envelopes may be inspected but not copied.

**Section 7.05 Non-Resident House/Pet Sitter**

- a) Provide the monthly Temporary Gate Code to the Non-Resident House/Pet Sitter. b) The House/Pet Sitter is required to follow all rules of the Association.
- c) The House/Pet Sitter is not permitted to use the Lodge or Lodge Facilities. d) The Member accepts responsibility for the Non-Resident House Sitter.

**Section 7.06 Permitted Healthcare Resident**

A person hired to provide live-in, long-term, or terminal health care to a Qualifying Resident or Family Member of the Qualifying Resident. The care must be substantial in nature and must provide either assistance with necessary daily activities, medical treatment, or both [CC&Rs].

- a) Physicians Report Form provided by the Association must be completed by the Qualifying Resident's Physician and an Age Verification Form must be filled out by the Health Care Resident Caregiver. Both documents can be obtained from the Front Desk and are to be submitted to the Board for review, in order to determine whether or not the Health Care Resident meets the statutory definition of a Permitted Health Care Resident.
- b) Prior to approval, the Board may request that the Qualifying Resident, or their Representative, meet with the Board in Executive Session to obtain additional information. Once approval has been granted by the Board, the Permitted Health Care Resident will have use privileges of the Common Facilities and Common Areas, only as necessary to assist the Qualifying Resident in his/her enjoyment of the Facilities (i.e., as a reasonable accommodation for a disability) and subject to any Special or other conditions as set by the Board of Directors.

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**Section 7.06 – cont.**

- c) The Family and/or Guests of the Permitted Health Care Resident are not allowed to use the Common Facilities of the Association, or to reside with the Permitted Health Care Resident.

**Section 7.07 Tenant or Lessee**

The following are the requirements that must be observed in all Residential Leases or rentals of a residence at Four Seasons. The Property Owner of record hereafter in this section will be referred to as the Member.

**General**

- a) A Tenant is anyone in possession of a Member's Residence in exchange for any sort of Consideration, or at the sufferance of the Member.
- b) A Tenant may not serve on a Committee of the Association unless a Power of Attorney is given to the Tenant from the Member.
- c) The Member is responsible for the payment of Assessments and other Fees charged against the Residential Lot.
- d) The Member is responsible for the payment to the Association of any Fees, Penalties, Violations or Damage incurred by his/her Tenant.
- e) Tenant or Lessee must meet the age restriction of at least one Resident being a "Qualifying Resident" (55 years of age or older) and all other Residents must be Qualified Permanent Resident(s) (45 years or older, spouse or cohabitant of any age or person of any age providing primary physical or financial assistance) or a Permitted Health Care Resident. [CC&Rs]
- f) The Member is accountable for ensuring that their lessee adheres to all Periodic Affirmations by submitting the Biennial Re-certification & Change of Occupancy forms. The Member is exempt themselves from the recertification process, as they do not occupy the home.
- g) The Member upon commencement of a new Lease or Rental Agreement must register their Tenant(s) and complete a Resident Information form available from Management. Tenant(s) must attend a New Resident Orientation within one month (30-days) of moving into the Home.
- h) Members may transfer their Facility Privileges to the Tenant(s) and Privileges cannot be shared between the Members and their Tenant(s) if the Member does not also reside on the Residential Lot. In order for Tenant(s) to use the Lodge Facilities, a Designation of Intent to Rent a Home/Assignment of Privileges form must be submitted to Management (Please refer to the Appendix for the Designation of Intent to Rent Form), if the Member will not also reside on the Residential Lot. Once Facility Privileges are transferred to the Tenant(s), the Member may no longer use the Lodge or Common Area Facilities if the Member does not also reside on the Residential Lot. The Board has the authority to revoke a Tenant/s Common Area Privilege for misconduct, misuse of the Facility or in the event that the Member fails to pay the monthly Association Assessments. [CC&Rs]
- i) Members are responsible for providing their Tenants with copies of the Associations CC&Rs, Bylaws, Rules and Regulations Community Handbook, and Architectural Standards and Procedures. Members are held responsible for the actions of their Tenants and any violations of the Governing Documents by their Tenants. Enforcement fines will be assessed to the Member.

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**Section 7.07 – cont.**

Additional copies of the Governing Documents are available at the Front Desk for a fee to cover the cost of printing/copying.

**Tenant Registration**

a) If a Member elects to rent or lease his or her Residence and gives right of use of Lodge Facilities to the Tenant, then the Member relinquishes his or her use of the Lodge Facilities.

b) Within thirty (30) days of executing a Rental or Lease Agreement with a Tenant, a Member must:

1. Register the Tenant with Management.
2. If applicable, complete an Assignment of Privileges form.
3. Submit a completed Age Verification Form for each person residing in the Residence to Management.

c) Within fifteen (15) days of a tenant leaving the Residence, the Member must submit a Biennial Re-certification & Change in Occupancy Form.

*Tenant Defined.* A Tenant is not the same as a Guest. Tenants have a specific status under the law and have the right to full possession and control of the unit they rent, subject to the terms of their Lease or Rental Agreement. Guests have no possessory rights. Section 1940 of the Civil Code defines tenants as “persons who hire dwelling units...including tenants, lessees, boarders, lodgers, and others...” Civil Code §1925 defines hiring as “a contract by which one gives to another the temporary possession and use of property, other than money, for reward, and the latter agrees to return the same to the former at a future time.”

*Rent Defined.* Rent is defined as Consideration for the use or occupation of Property. (Black's Law Dictionary.) Consideration can be money, goods, services or other value. Civil Code §1951 defines rent as “charges equivalent to rent.”

**Civil Code § 4740. Limitation on Rental Prohibitions.**

a) An Owner of a separate interest in a Common Interest Development shall not be subject to a provision in a governing document or an amendment to a governing document that prohibits the rental or leasing of any of the separate interests in that common interest development to a renter, lessee, or tenant unless that governing document, or amendment thereto, was effective prior to the date the Owner acquired title to their separate interest.

b) For purposes of this section, the right to rent or lease the separate interest of an owner shall not be deemed to have terminated if the transfer by the Owner of all or part of the separate interest meets at least one of the following conditions:

1. Pursuant to Section 62 or 480.3 of the Revenue and Taxation Code, the transfer is exempt, for purposes of reassessment by the county tax assessor.

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2. Pursuant to subdivision (b) of, solely with respect to probate transfers, or subdivision (e), (f), or (g) of, Section 1102.2, the transfer is exempt from the requirements to prepare and deliver a Real Estate Transfer Disclosure Statement, as set forth in Section 1102.6.

c) Prior to renting or leasing their separate interest as provided by this section, an Owner shall provide the Association verification of the date the Owner acquired title to the separate interest and the name and contact information of the prospective Tenant or Lessee or the prospective tenant's or lessee's representative.

d) Nothing in this section shall be deemed to revise, alter, or otherwise affect the voting process by which a common interest development adopts or amends its governing documents.

(Amended by Stats. 2020, Ch. 198, Sec. 1. Effective January 1, 2021.)

**Civil Code § 4741. Permissible Rental Prohibitions and Restrictions.**

a) An Owner of a separate interest in a common interest development shall not be subject to a provision in a governing document or an amendment to a governing document that prohibits, has the effect of prohibiting, or unreasonably restricts the rental or leasing of any of the separate interests, accessory dwelling units, or junior accessory dwelling units in that common interest development to a renter, lessee, or tenant.

b) A common interest development shall not adopt or enforce a provision in a governing document or amendment to a governing document that restricts the rental or lease of separate interests within a common interest to less than 25 percent of the separate interests. Nothing in this subdivision prohibits a common interest development from adopting or enforcing a provision authorizing a higher percentage of separate interests to be rented or leased.

c) This section does not prohibit a common interest development from adopting and enforcing a provision in a governing document that prohibits transient or short-term rental of a separate property interest for a period of 30 days or less.

d) For purposes of this section, an accessory dwelling unit or junior accessory dwelling unit shall not be construed as a separate interest.

e) For purposes of this section, a separate interest shall not be counted as occupied by a renter if the separate interest, or the accessory dwelling unit or junior accessory dwelling unit of the separate interest, is occupied by the owner.

f) A common interest development shall comply with the prohibition on rental restrictions specified in this section on and after January 1, 2021, regardless of whether the common interest development has revised their governing documents to comply with this section.

Notwithstanding any other provision of law or provision of the governing documents, the board, without approval of the members, shall amend any declaration or other governing document no later than July 1, 2022, that includes a restrictive covenant prohibited by this section by either deleting or restating the restrictive covenant to be compliant with this section and shall restate the declaration or other governing document without the restrictive covenant but with no other change to the declaration or governing document. A board shall provide general notice pursuant to Section §4045 of the amendment at least 28 days before approving the amendment. The notice shall include the text of the amendment and a description of the purpose and effect of the



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**Section 7.07 – cont.**

amendment. The decision on the amendment shall be made at a board meeting, after consideration of any comments made by association members.

g) A common interest development that willfully violates this section shall be liable to the applicant or other party for actual damages and shall pay a civil penalty to the applicant or other party in an amount not to exceed one thousand dollars (\$1,000).

h) In accordance with Section 4740, this section does not change the right of an owner of a separate interest who acquired title to their separate interest before the effective date of this section to rent or lease their property.

(Amended by Stats. 2021, Ch. 360, Sec. 6. Effective January 1, 2022.)

**Section 7.08 Payments**

The Association is entirely dependent upon the regular and timely payment of Assessments by all Members.

a) Payments for Association Dues (Assessments must be paid through PMP Management either by check, your own online banking, or through Managements Owner portal at connect.PMPmanage.com, you can pay by credit card or sign up for automatic withdrawal.

b) Members may not deduct a portion of their Assessments because they do not use recreational facilities or because they have a grievance against their Association.

**Section 7.08 – cont.**

c) Vacating or abandoning property (merely vacating possession) does not release a Member of liability of paying the Association Assessments.

d) Members cannot put their Assessment in an Escrow Account while they dispute them.

e) Members cannot put their Assessments in an Escrow Account and claim they are “paying” their Assessments.

f) Member can dispute charges, but they must continue to pay monthly Assessments while they dispute them. Please refer to Section 7.03A Internal Dispute Resolution of this Document for additional information.

**Section 7.09 Payment Plans and Meetings**

a) Members shall submit a written request to meet with the Board of Directors to request a Payment Plan.

b) Meeting must occur within 45 days of the postmark of the request, if the request is mailed within 15 days of the date of the postmark of the Notice, unless there is no regularly scheduled Board meeting within that period, in which case the Board may designate a Committee of one or more Board Members to meet with the Member. (Civ. Code §5665(b).)

c) Payment Plans do not impede the Association's ability to record a lien to secure payment of delinquent dues.

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**Section 7.09 – cont.**

- d) Additional late fees shall not accrue during the Payment Plan period if the Member is in compliance with the terms of the Payment Plan.
- e) In the event of a default on any Payment Plan, the Association may resume its efforts to collect the delinquent Assessments from the time prior to entering into the Payment Plan.
- f) It is not guaranteed that the Member's request for a Payment Plan will be approved by the Board.
- g) Board may approve a Payment Plan for some but not for others. For example, it may grant a Payment Plan for a Member with a temporary hardship but decline a Payment Plan for a Member who does not have a hardship.

**Section 7.10 Reporting Violations**

Violations that affect an immediate health, safety and/or security risk to individuals in the community should be reported to the Bakersfield Police Department by calling 911, and then reported to Management. All other violations of these rules must be in writing on the Violation Report (please see the Appendix for the Violation Report form, or an email is acceptable).

Residents reporting a violation, that they have witnessed, must complete, and submit a Violation Report to Management. If the violation is visibly from Common Area (i.e. storage of trash cans, unauthorized architectural improvements, recreational vehicle storage in driveways, etc), only one (1) signature is needed. For all other violation issues two (2) signatures who represent separate residential lots who have observed that violation, is recommended.

- a) Anonymous letters or complaints will not be acted upon, unless the violation can be visually verified by way of an inspection of the property by Management or a Board Member.
- b) The Board will not routinely provide the identification of the Resident(s) alleging the violation. However, it does not guarantee that the identity of the complaining party remains anonymous, nor does it have any authority to protect the privacy of such complainants.
- c) Should the Board of Directors be unable to verify the alleged complaint, the Resident(s) alleging the violation should be prepared to come before the Board of Directors to discuss their claims, in the event that the matter comes into dispute.
- d) Persons with multiple incidents of unfounded violations reporting may be reported to the Board for possible action.

**Section 7.11 Neighbor to Neighbor Issues**

**DEFINITIONS:**

- a) "Neighbor-to-Neighbor Dispute" shall mean a dispute or complaint lodged by one Member/Resident against another Member/Resident which, in the Board's sole discretions, does not impact the Association or its membership more broadly.
- b) "ADR" shall mean Alternative Dispute Resolution; specifically, mediation or arbitration as defined in Civil Code § 5925.

**Section 7.11 – cont.**

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

**POLICY TERMS:**

- a) When a dispute or complaint is brought to the Board regarding interpretation of rights under, or enforcement of the Governing Documents, the Board shall, at its next scheduled meeting, discuss the Complaint or Dispute and make a reasonable business decision whether or not it constitutes a Neighbor-to-Neighbor Dispute. That decision will be based upon the Board's evaluation of the particular facts and circumstances surrounding the dispute and the affected parties. The Board may consult with the Association's legal counsel in making its decision.
- b) If the Board finds the Complaint or Dispute constitutes a Neighbor-to-Neighbor dispute, it shall notify the complaining/disputing Party or Parties of its decision.
- c) The Parties to the Neighbor-to-Neighbor dispute shall then be required to use their best efforts to submit their dispute to ADR prior to seeking Association involvement in resolving the dispute. For ADR, this may be accomplished by the complaining party serving the other (responding) Party or Parties with a “Request for Resolution” in accordance with Civil Code §5935.
- d) Upon receiving written certification of evidence that the Parties first attempted to resolve the Neighbor-to-Neighbor Dispute through ADR, the Board shall determine: (a) whether a violation of the Governing Documents exists which requires Association action, (b) whether Association enforcement is required under particular circumstances and if so, (c) the action to be taken by the Association in accordance with the Association's enforcement policies and procedures.

This Policy shall be inapplicable to any complaints other than Neighbor-to-Neighbor disputes.

**ARTICLE VIII.**  
**ASSESSMENT COLLECTION POLICY**

**Section 8.1 Assessment Collection Policy**

Prompt payment of Assessments by all Members is critical to the financial health of the Association. Accordingly, the Board takes its obligations under the Declaration of Covenants, Conditions and Restrictions (“CC&Rs”) and the California Civil Code to enforce the Members' obligation to pay Assessments very seriously. The Board has adopted this Collection Policy in an effort to discharge that obligation in a fair, consistent and effective manner. All policies and practices outlined below shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the Board. Therefore, pursuant to the CC&Rs and applicable sections of the California Civil Code, the following is the Association's Assessment Collection Policy:

- a) Regular monthly Assessments are due and payable on the first (1st) day of each month. It is the responsibility of the Member of record to pay each Assessment in full each month regardless of receipt of a statement.

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- b) All other assessments, including Special Assessments, are due and payable on the date specified by the Board in the Notice of Assessment.
- c) Assessments, late charges, interest and fees, and collection costs, including attorney's fees, are both the personal obligation of the Member of the Property at the time the assessment or other sums are levied, and a lien/debt on the Property.
- d) Payments are posted on the date received by the Association. Assessments are delinquent fifteen (15) days after they become due. If the fifteenth (15th) day falls on a Saturday, Sunday, or bank holiday, the delinquency deadline will be extended until 3:00 p.m. on the next business day.
- e) Delinquent Assessments shall be subject to a late charge equal to ten percent (10%) of the unpaid Assessment or ten dollars (\$10.00), whichever is greater.
- f) Interest on all sums imposed in accordance with this Assessment Collection Policy including the delinquent Assessments, fees and costs of collection and attorney's fees shall be at a rate of twelve percent (12%) per year, commencing thirty (30) days after the Assessment becomes due.
- g) A Reminder Notice will be sent on or about the fifth (5th) of each month to all delinquent Member's if the amount owed is greater than or equal to the current monthly Assessment. A fee will be charged for each Reminder Notice sent.
- h) Residents who are delinquent may be subject to suspension of the use of Common Area amenities, restrictions on membership privileges, and revocation of voting privileges in upcoming votes of the Membership.
- i) If the Assessment is not paid within sixty (60) days of the due date, the Association will send a letter ("Notice of Intent to Lien") by certified mail to the delinquent Member's addresses of record, including primary and secondary addresses provided to the Association by Member. This letter will comply with applicable law. This letter will be sent to the delinquent Member at least thirty (30) days prior to recording a Lien against the delinquent Member's separate interest. The cost of the letter will be billed to the delinquent Member's account.
- j) A Member may submit a written Request to the Association to meet with the Board to discuss a payment plan for the amount set forth in the Notice of Intent to Lien. The Board shall meet with the delinquent Member in executive session within forty-five (45) days of the date of the postmark of the Request. If there is no regularly scheduled Board meeting during this period, then the Board may designate a committee of one or more Board members, but less than a quorum, to meet with the Member.
- k) If the delinquent Member fails to pay the amount set forth in the Notice of Intent to Lien (a) within thirty (30) days of the date of receipt of the Notice of Intent to Lien, or (b) in the event the delinquent Member fails to submit a request to meet, as set forth in the Paragraph above, within thirty (30) days of the date of the receipt of the Notice of Intent to Lien, then the Board may resolve to record a lien against the Member's separate interest. The delinquent Member will be charged for the Lien costs associated with preparation and recordation of the lien. An itemized statement of the charges owed by the Member will be Recorded together with the Lien.
- l) A copy of the recorded lien shall be sent via certified mail to every person who is shown as a Member of the separate interest in the Association's records no later than ten (10) days after recordation. Notices shall also be sent to any secondary address provided by Member.

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- m) After recordation of a Lien, all subsequent payments made by personal check will be held for posting pending verification of funds and clearance by the bank.
- n) If a Member is delinquent for thirty (30) additional days after the Lien has been recorded, the matter will be referred to the Association's attorney or collection agent, and the Lien may be enforced by judicial or non-judicial foreclosure sale, or by money judgment at the Association's option. Costs associated with the preparation of documents required to open the case file with the attorney or collection agent will be the responsibility of the delinquent Member.
- o) No Assessment Lien may be foreclosed until (a) the amount of the delinquent assessments secured by the Lien (exclusive of any accelerated Assessments, late charges, fees and costs of collection, attorney's fees or interest) equals or exceeds one thousand eight hundred dollars (\$1,800.00), or (b) the Assessments are more than twelve (12) months delinquent. If the Association chooses to foreclose a Lien under these circumstances, it shall, prior to foreclosing, offer the Member an opportunity to "meet and confer" regarding the delinquency, in accordance with Civil Code Section 5900 or participate in Alternative Dispute Resolution with a neutral third party pursuant to Civil Code Section 5925. The decision to pursue dispute resolution, or a particular type of Alternative Dispute Resolution is the Member's choice; however, binding arbitration shall not be available if the Association intends to initiate judicial foreclosure.
- p) The decision to initiate foreclosure of a Lien must be made by the Board and may not be delegated to an agent of the Association. The Board's decision to foreclose a Lien must be by a majority vote of the Board Members in Executive Session, and the Board's vote shall be recorded in the minutes of the next regular session meeting. The Board shall maintain the confidentiality of the Member(s) by identifying the matter in the minutes by the parcel number of the separate interest, rather than the name of the Member(s). A Board vote to approve foreclosure of a lien shall take place at least thirty (30) days prior to any public sale.
- q) The Board shall provide notice of its decision to foreclose on an Assessment Lien by (a) personal service to the Member if the Member occupies the separate interest, or to the Member's legal representative, or (b) first class mail, postage prepaid, at the most current address for the Member shown on the books of the Association, including primary and any secondary address provided by Member, if the Member does not occupy the separate interest.
- r) A nonjudicial foreclosure is subject to a ninety (90) day Right of Redemption.
- s) Nothing herein limits or otherwise affects the Association's right to proceed in any lawful manner to collect any delinquent sums owed to the Association and the Association may turn the matter over to legal counsel at any time.
- t) The mailing address for overnight payment of assessments is:
- PMP Management  
27220 Turnberry Lane, Suite 150  
Valencia, CA 91355
- u) The Association may alternatively file a civil action in Small Claims Court.
- v) In the event that the Association files an action against a Member for unpaid Assessments, and that separate interest is, or becomes rented or leased at any time during the pendency of the action, the Association shall have the right to request that the Court order Member to assign all rents due

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from the renter/lessor of the separate interest to the Association until such time as all Assessment delinquencies are cured.

**NOTICE ASSESSMENTS AND FORECLOSURE**

This notice outlines some of the rights and responsibilities of Members 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 fifteen (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 a Member'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 twelve (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 Member's property. The Member'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 Member'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)

At least thirty (30) days prior to recording a lien on a Member's separate interest, the Association must provide the Member 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 Member. A Member has a right to review the Association's records to verify the debt. (Section 5660 of the Civil Code)

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If a lien is recorded against a Member's property in error, the person who recorded the lien is required to record a lien release within twenty-one (21) days, and to provide a Member 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 a Member makes a payment, the Member 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 Members of a mailing address for overnight payments. (Section 5655 of the Civil Code)

A Member shall 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.

A Member 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 Member. Binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.

A Member 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**

A Member 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 Members of the standards for payment plans, if any exists. (Section 5665 of the Civil Code)

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

An association distributing the notice required by this section to an Member of an interest that is described in Section 11212 of the Business and Professions Code that is not otherwise exempt from this section pursuant to subdivision (a) of Section 11211.7 of the Business and Professions Code may delete from the notice described in subdivision (a) the portion regarding meetings and payment plans.

**ARTICLE IX.**  
**ELECTION POLICY**

***These Election Rules revoke all previous election rules, and all amendments thereto, and substitute in their place these Election Rules.***

**Section 9.01 Definitions**

- a) "Association" means the K. Hovnanian's Four Seasons at Bakersfield Community Association, Inc., a California nonprofit mutual benefit corporation.
- b) "Board" or "Board of Directors" means the Board of Directors of the Association.
- c) "Bylaws" means the Association's Bylaws.
- d) "CC&Rs" means the Association's declaration as the term is defined in the Davis Stirling Act.
- e) "Davis Stirling Act" means and refers to the Davis-Stirling Common Interest Development Act, which is the portion of the California Civil Code beginning with Section 4000, that governs Common Interest Developments.
- f) "Development" has the same meaning as such term is defined in the Association's CC&Rs.
- g) "Director" means any member of the Association's Board of Directors.
- h) "Inspector of Election" means an Inspector of Elections as defined in the Davis- Stirling Act.
- i) "Member" means a Member of the Association as defined in the Association's CC&Rs.
- j) "Quorum" means a quorum of the Membership as defined in the Association's Bylaws and hereinafter.
- k) "Lot" means a Lot as defined in the Association's CC&Rs.

**Section 9.02 Membership Meetings**

**a) Generally**

1. *Annual Meetings.* The Association must hold an Annual Meeting each year 1) to count ballots for the election of Director's at the expiration of the corresponding Director's term and at least once every four (4) years, 2) to announce the outcome of the Director election by Membership vote, and 3) to conduct any other Association business. Such meetings may include ballot counting for other types of elections as well.

2. *Special Meetings.* Special meetings may be called for any lawful purpose by any of the following: (i) President of the Association and (ii) majority of the Board. In addition, special meetings of Members for any lawful purpose may be called by five percent (5%) or more of the Members in good standing, or as otherwise required by law. If a special meeting is called by Members of the Association, the request must be submitted to the Board in writing, specifying the nature of the business to be transacted. The Directors or Officer receiving the Request must promptly deliver the Request to the remaining Directors.



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3. *Date, Time and Location of Meetings.*

- i. Selected by the Board. The Board is permitted to set the date and hour to hold annual meetings. However, the Annual Meeting must be held in the same month as the preceding Annual Meeting if it is reasonably practical to do so, but not more than fifteen (15) months from the date of the preceding annual meeting.
- ii. Selected by the Membership. If the date, time and/or location of a membership meeting selected by petitioning Members is unreasonable or contrary to the Governing Documents and/or statutory requirements, the Board is empowered to reschedule the date, time and/or location to something reasonable, relatively close to the original date, time and location requested by the Members calling the meeting, and compliant with the Governing Documents and Statutory Requirements.
- iii. Location of Membership Meetings. Annual and Special Membership Meetings will be held at a suitable location in or reasonably close to the development.

**b) Notice Requirements**

1. *Notice of Annual Meetings or Special Membership Meetings Called by the Board.*

Except where one or more different periods are required by superseding provisions of the Davis-Stirling Act, notice of Annual Meetings or Special Membership meetings called by the Board must be given not less than ten (10) days nor more than ninety (90) days before the date of the meeting.

2. *Notice of Special Meetings Called by Petition of the Members.* Notice of Special Meetings called by the Members must be given by the Board within twenty (20) days of the Board's receipt of such request. If the Board fails to give notice, the persons calling the special meeting may give notice consistent with these Elections Rules. Member-initiated Special Membership Meetings must be held not less than thirty-five (35) days nor more than one hundred and fifty (150) days following the Board's receipt of the request.

3. *Notice for Ballot-Counting Meetings.* If secret ballots are to be counted at a Membership meeting or Board meeting, at least thirty (30) days' notice, or any longer period of notice required by the Bylaws or the Davis-Stirling Act, must be given to every Member before the voting deadline.

4. *Notice Contents and Other Requirements.*

- i. *Generally.* The Notice must specify at least the place, date, and time of the meeting.
- ii. *Special Membership Meetings.* In the case of a Special Membership Meeting, the Notice must include the general nature of the business to be transacted as specified by those persons calling the Meeting. No other business may be transacted except as specified in the Notice.
- iii. *Annual Membership Meetings.* In the case of the regular Annual Meeting, the notice must include those matters which the Board intends to present for action by the Members. When the authorized Quorum for a regular Membership Meeting is less than one-third of the voting power, then only matters, the general nature of which was given<sup>65</sup>

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in the notice, may be voted upon. Otherwise, any proper matter may be presented at the meeting.

iv. *Membership Meetings Conducted Entirely By Electronic Means.* A Membership Meeting may be conducted entirely by electronic means, without any physical location being held open for the attendance of any Director or Member, if all notices and other conditions required in Civil Code §5450 are met. If the conditions of Civil Code §5450 cannot be met or do not apply, Membership Meetings may still be conducted by electronic means if the notice requirements of Corporations Code §7511 and the meeting requirements of Corporations Code §7510(a) and (f) are met.

5. *Delivery Requirements.* Notice of any Membership Meeting must be delivered as follows:

i. *Method of Delivery.* Either personally, by electronic transmission (when consented to by the Member and not revoked), by first-class mail, charges prepaid, or by any other means permitted by law.

ii. *Location of Delivery.* To the Member: a) at the Member's preferred delivery method, and, if specified, the Member's alternate or secondary delivery method as specified in a written notice provided by the Member to the Association pursuant to Civil Code §4041(a); or b) if the Member fails to provide such notice, the last mailing address provided in writing by the Member; or c) if none of the above, the property address of the Member's Lot.

iii. *Delivery Deemed Given.* Notice of a Membership Meeting is deemed given when delivered personally, deposited in the mail, or upon completion of electronic transmission to those Members who have consented to same.

c) **Chair and Secretary of Meeting.** The President of the Board or, in the President's absence, the Vice President or any other person designated by the Board must call the Membership Meeting to order and must chair the meeting. The Secretary of the Board must act as Secretary. In the absence of the Secretary, the presiding Officer must appoint someone to serve as acting Secretary for the meeting.

d) **Recording of Meetings.** Audio and video recording of Membership Meetings are prohibited by anyone other than a person authorized by the Board to record the meetings for the sole purpose of preparing official Association minutes.

**Section 9.03 Voting Rights**

a) **Number of Votes.** For each matter submitted to the Membership for a vote, Members are entitled to one (1) vote for each Lot (regardless of the number of Members having an interest in the Lot). The Association may not suspend the voting rights of Members.

b) **Co-Owners.** Where there is more than one owner of a Lot subject to the Association's CC&Rs, all such co-Owners are Members and may attend any meeting of the Association, but only one co-Owner is entitled to exercise a vote to which the Lot is entitled. Fractional votes are not permitted. In the event more than one Ballot is cast for a particular Lot on the same matter, 66

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only the first Ballot received will be opened and counted.

c) **Proof of Membership.** No person or entity may exercise the rights of Membership without an ownership interest in a Lot subject to the Association's CC&Rs. If the Board requests proof of ownership, the required proof is a Recorded Deed showing the required ownership or, if the property was transferred within the past thirty (30) days and a copy of the newly recorded deed is not yet available, a completed Escrow Closing Statement is sufficient.

d) **Presumption of Consent.** Unless the Inspector(s) of Election receives a written objection prior to the close of balloting from a Co-owner, it is conclusively presumed that a voting owner acted with the consent of his or her Co-owners.

e) **Voting for Properly Nominated Candidates.** Members must vote only for those Candidate(s) who have been properly nominated prior to the close of nominations.

f) **Electing Board Seats with Different Terms.** In any election where different Board seats to be filled have different terms, the elected candidate(s), in the order of the most votes received, will fill the longest terms available first.

g) **Record Date.** For Membership elections where written Ballots are used, the record date for voting in the election will be the first date any Ballots are distributed to the Membership. However, if a ballot-counting meeting (whether a Membership meeting or a Board meeting) for a Membership election is adjourned, the Board may establish a new record date and if so, must give notice of the adjourned meeting to each Member who, on the record date for notice of the meeting, is entitled to vote at the meeting. Only persons who are/were Members on the original or new record date are entitled to vote for their respective Lot(s). Nothing in this subsection permits the casting of more than one Ballot for each Lot. Persons acquiring title on other than a record date may attend the Ballot-counting election meeting but are not entitled to vote. For any Membership election where a written Ballot is not used, the Board is permitted to set a record date for an election no more than sixty (60) days before the date of the election meeting.

h) **Proxies.** Proxy voting is not permitted.

i) **No Cumulative Voting.** Cumulative voting is not permitted.

j) **Quorum.** Unless otherwise provided by law or the Bylaws, the Quorum requirement for membership meetings or elections is one-third (1/3) of the voting power of the Association. A Quorum may be represented by any combination of Members physically present, virtually present by electronic video screen communication, conference telephone, or other means of remote communication, as permitted by Corp. Code §7511(a), and/or present by casting a ballot as provided for in Civil Code §5115(d). Under the Davis-Stirling Act, the Quorum for an election to approve an assessment increase is more than fifty percent (50%) of the Members.

k) **Lack of Quorum and Adjournment.** In the absence of a Quorum at the beginning of a Membership meeting, no business may be transacted, except to adjourn the meeting to another date and time by the vote of at least a majority of the Members represented at the meeting. However, excepting only the circumstances described in the first sentence of this paragraph, a ballot-counting meeting for a Membership Election, whether conducted at a Membership meeting or a Board meeting, may be adjourned to another date and time selected by vote of the Board of Directors. The date of any adjourned ballot-counting or other meeting must be announced by the Board at the Membership or Board meeting, and Written Notice of the date, 67

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time, and place of the adjourned meeting must be given to the Members within the notice period required by law. Any adjournment must be to a date not less than five (5) days nor more than thirty (30) days from the date the original meeting was called.

l) **Loss of Quorum.** The Members present at a duly called Membership Meeting at which a Quorum is initially present may continue to transact business until adjournment, notwithstanding the loss of a Quorum, so long as the business must be approved by enough Members to constitute at least a majority of a Quorum had a Quorum been present.

m) **Approval Requirements.**

1. *Generally.* The approval requirement for all matters decided by the Membership is the affirmative vote of a majority of the votes represented and voting in a duly held election in which a Quorum is represented, which affirmative votes also constitute a majority of the required Quorum, unless otherwise specified in the Bylaws or the CC&Rs.

2. *By Ballot.* Approval by Written Ballot (secret or non-secret) is valid only when:

- i. the number of votes cast by Ballot by the specified deadline equals or exceeds the Quorum (if any) required to be present at a meeting authorizing the action; and
- ii. the number of votes cast equals or exceeds the number of votes that would be required to approve the action at a meeting.

**Section 9.04 Nominations**

a) **Nomination Procedures and Notice.** Prior to the election of Directors, the Board must, by written notice to all Members, solicit nominees. The solicitation must specify the qualifications for candidates for the Board and the procedure and deadline for submitting a nomination. The deadline must be at least thirty (30) days after giving notice. Delivery of the solicitation must be by general notice or, if individual notice is requested by a Member before the solicitation is given, by individual notice, pursuant to Civil Code §4040. Nominees must be listed as candidates on the ballot provided 1) they meet candidate and Director qualifications and 2) their nomination is made prior to the date and time set for the close of nominations.

b) **Self-Nomination.** Any qualified person may nominate himself or herself for election to the Board of Directors by submitting to the Association a written statement signed and dated by the person nominating himself or herself. The Association must set a cut-off date for the receipt of self-nomination statements, which date must be publicized in advance to the Members.

c) **Floor Nominations and Write-In Candidates.** Once nominations have been closed, no write-in candidates are allowed on Ballots and no floor nominations of candidates can be made at the ballot-counting meeting.

d) **Election by Acclamation (Uncontested Elections).** When, as of the deadline for submitting nominations provided for in Civil Code §5115(a), the number of qualified candidates is not more than the number of vacancies to be elected, as determined by the inspector or inspectors of the elections, the Association may, but is not required to, consider the qualified candidates elected by acclamation if all the conditions set forth in Civil Code §5103 are met.

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**Section 9.05 Director Elections**

a) **Number and Term of Directors.** The Board will consist of five (5) Directors. The term of each Director is two (2) years and until a qualified successor is elected to fill his/her seat. Three (3) Directors will be elected in even-numbered years and two (2) Directors will be elected in odd years.

b) **Candidate and Director Qualifications.** Members must meet the qualifications in the subsections hereafter to be eligible for nomination as a candidate for, or to serve as a Director on, the Board.

1. *Candidates and Directors Must Be Members.* The Board must disqualify 1) the nomination of any candidate running for the Board and/or 2) any Director serving on the Board, who is not a Member of the Association. Further the Board is not permitted to appoint any Person to serve on the Board who is not a Member of the Association. Proof of membership must be a recorded deed. Persons holding a fee simple interest in a Lot merely as security for the performance of an obligation are not eligible to either be a candidate for or to serve on the Board.

2. *Prior Ownership for One Year.* To be eligible for nomination and/or to serve on the Board, a candidate for the Board or serving Director must be the record Owner of a Lot for a period of at least one (1) year.

3. *Member in Good Standing.* To be eligible for nomination and/or to serve on the Board, the person or impersonal entity must not be delinquent by sixty (60) days or more in the payment of any regular or special Assessment, except:

i. A person may not be disqualified from nomination for nonpayment of fines, fines characterized as assessments, collection charges, late charges or costs levied by a third party.

ii. A person may not be disqualified from nomination because the person has paid the regular or special assessment under protest.

iii. A person may not be disqualified from nomination due to delinquent assessments if the person has entered into a payment plan with the Association pursuant to Civil Code §5665 and is fulfilling the terms of the payment plan.

4. *Co-Owners Eligible for only One Position.* To be eligible for nomination and/or to serve on the Board, the person or impersonal entity must not have a record fee simple ownership interest in a Lot which is part of the Development with another person or impersonal entity concurrently serving as a Director. Where two or more co-owners concurrently seek election to the Board, only the first nomination will be effective.

5. *Criminal Conviction.* The Association may disqualify a candidate or Director that discloses, or if the Association is aware or becomes aware of, a past criminal conviction that would, if the person was elected, either prevent the Association from purchasing the insurance required by Civil Code §5806 or terminate the Association's existing insurance coverage required by Civil Code §5806 as to that person. Each nominee, at the time of nomination, shall disclose the existence of any past criminal conviction, with sufficient details to allow the Board to determine whether the criminal conviction will prevent the Association from purchasing the required insurance coverage or result in the termination of

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**Section 9.05 – cont.**

such insurance coverage.

6. *Internal Dispute Resolution.* Before any candidate for nomination or serving Director may be disqualified, the person or impersonal entity must be provided the opportunity to engage in internal dispute resolution as provided in the Davis- Stirling Act.

c) **Impersonal Entities.** If title to a Lot is held by a legal entity that is not a natural person, the governing authority of that legal entity shall have the power to appoint a natural person to be a Member for the purpose of candidacy or serving on the Board. The designation by the impersonal legal entity must be in writing with documentation confirming both the designation and its authority to do so.

d) **Trusts.** If title is held in the name of one or more trustees, subject to a trust, a sole trustee or one of several trustees is permitted to be a candidate for a position on the Board or to serve on the Board subject to all qualifications and/or requirements of the Association's governing documents and/or the law. The designation of one of several trustees must be in writing with documentation confirming both the designation and the authority of the designator to do so.

e) **One Directorship Only.** No Member who is a natural person is permitted to be a candidate for and/or to hold multiple positions on the Board, regardless of the number of Lots owned by such Member. No natural person designated by a Member who is not a natural person to be a candidate for and/or to serve on the Board is permitted to hold multiple candidacies for or positions on the Board, regardless of the number of Lots owned by such Member. No Member who is not a natural person can designate more than one person to be a candidate and/or to serve on the Board, regardless of the number of Lots owned by such Member. Any Director, whose term extends beyond a current election and who wishes to become a candidate for that election, must first resign his/her seat on the Board. This rule does not apply to a candidate whose term is expiring and who wishes to run for re-election.

**Section 9.06 Inspector of Election**

**a) Selection.**

1. *Process.* Prior to the date ballots are first sent out, the Board of Directors must, at an open meeting of the Board, select either one (1) or three (3) Person(s) as Inspector(s) of Election.

2. *Eligible Inspector(s).* The Board may select as Inspector(s) of Election, any person or entity or subdivision of a business entity not currently employed or under contract to the Association. Eligible Inspectors include, but are not limited to:

i. *Poll Workers.* A volunteer poll worker with the County Registrar of Voters;

ii. *Accountants.* A licensee of the California Board of Accountancy, not under contract to the Association;

iii. *Notary Public.* A notary public commissioned by the California Secretary of State;

iv. *Association Members.* Members of the Association, but not: 1) members of the Board, 2) candidates for the Board, 3) persons related to a member of the Board, or 4) persons related to a candidate for the Board;

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**Section 9.06 – cont.**

v. *Professional Inspectors*. Third party persons or entities who provide professional election services who contract with the Association solely to serve as an Inspector of Election.

**b) Duties. Duties of Inspector(s) of Election include the following:**

1. *Membership*. Determine the number of memberships entitled to vote and the voting power of each.
2. *Closing and Reopening of Polls*. Determine when the polls close, including any desired extensions of the voting period, and determine whether to reopen the polls to allow Members to cast Ballots if the polls were previously closed, all consistent with the Association's other governing documents.
3. *Receive Ballots*. Receive all Ballots. Once received by an Inspector of Election, ballots are irrevocable.
4. *Custody*. Sealed ballots, signed voter envelopes, voter list, and candidate registration list shall at all times be in the custody of the Inspector(s) of Election or at a location designated by the Inspector(s) until after the tabulation of the vote, and until the time allowed by Civil Code §5145 for challenging the election has expired, at which time custody shall be transferred to the Association. No person, including a Member of the Association or an employee of the Management Company, is permitted to open or otherwise review any Ballot prior to the time and place at which the ballots are counted and tabulated. The Inspector(s) of Election or the Inspector(s) appointee(s) may verify the Member's information and signature on the outer envelope prior to the meeting at which ballots are tabulated and, on request of the Board of the Directors, will share such information with the Board to allow it to solicit votes when necessary or desirable.
5. *Challenges*. Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote. If there is a recount or other challenge to the election process, the Inspector(s) of Election must make the ballots available for inspection and review by an Association Member or the Member's authorized representative, upon written request. An Association Member may authorize a representative to review the ballots on his or her behalf. Any recount must be conducted in a manner that preserves the confidentiality of the vote.
6. *Counting Ballots*. Count and tabulate all votes. All votes must be counted and tabulated by the Inspector(s) of Election or the Inspector(s) appointee(s) in public at a properly noticed open meeting of the Board of Directors or Members or, if the ballot counting and tabulation is conducted by video conference, as permitted by Civil Code §5450, the camera must be placed in a location to allow Members to witness the Inspector of Election doing so. During in-person ballot counting and tabulating, Candidates and Members may witness, but not interfere with, the counting and tabulation of the ballot and must remain at least two (2) feet away from the Inspector(s) and his/her/their appointee(s) at all times.
7. *Appoint Assistants*. Appoint and oversee additional independent third parties to verify signatures, and to count and tabulate votes as the inspectors of election deem appropriate provided that such persons are independent third parties.
8. *Results*. Determine the tabulated results of the election.

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**Section 9.06 – cont.**

9. **Impartiality.** Perform all duties impartially, in good faith, to the best of the ability of the Inspector(s) of Election, as expeditiously as is practical, and in a manner that protects the interests of all Members of the Association. Any report made by the Inspector(s) of Election is prima facie evidence of the facts stated in the report.

10. **Miscellaneous.** Perform any acts as may be proper to conduct the election with fairness to all Members in accordance with the Civil Code, the Corporations Code, the Association's Governing Documents, and all applicable rules of the Association regarding the conduct of the election that are not in conflict with the Civil Code.

c) **Removal.** The Board has the power to remove any Inspector(s) who cease(s) to meet the required qualifications, are unable or unwilling to perform their duties, or for any other good reason, and to appoint one or more replacement Inspectors.

**Section 9.07 Action by Ballots**

a) **Secret Ballots.** The use of secret ballots is only necessary when required by law. When secret ballots are not required by law, elections may be conducted by secret ballot, non-secret written ballot, or any other method permitted by law. Any action which may be taken at any meeting of Members may be taken without a meeting (except to count ballots, which can be done at either a Membership meeting or a Board meeting) if the Association distributes a secret written ballot to every Member entitled to vote on the matter.

b) **Power of Attorney.** The Association cannot deny a ballot to a person with general power of attorney for a Member. The ballot of a person with a general power of attorney must be counted if timely returned.

c) **Pre-Ballot Notice.** For Director and recall elections only, at least thirty (30) days before the ballots are distributed, the Association must provide general notice (or individual notice to a Member who requested it) which includes:

1. The date, time, and physical address to mail or hand deliver ballots to the Inspector(s);
2. The date, time and location of the ballot counting meeting; and
3. A list of candidates to appear on the ballots.
4. A statement that the Board of Directors may call a subsequent meeting at least 20 days after a scheduled election if the required quorum is not reached, at which time the quorum of the membership to elect Directors will be 20 percent of the Association's members voting in person or by secret ballot.

d) **Candidate List and Voter List.** The Candidate List must include the name and address of individuals nominated as a candidate for election to the board of Directors. The voter list must include name, voting power, and either the physical address of the voter's Lot, the parcel number, or both. The mailing address for the ballot shall be listed on the voter list if it differs from the physical address of the voter's Lot or if only the parcel number is used. The Association must retain, as Association election materials, both a candidate registration list and a voter list.



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**Section 9.07 – cont.**

e) **Verification of Lists.** The Association must permit Members to verify the accuracy of their individual information on the candidate registration list, if applicable, and the voter list at least thirty (30) days before the ballots are distributed. The Association or Member must report any errors or omissions to either list to the Inspector(s) of Election who must make the corrections within two business days. Reports of any errors or omissions should be made early enough to allow for corrections to be made before the ballots are distributed.

f) **Ballot Package.** All secret Ballots mailed or otherwise delivered to the membership must include a double-envelope system and voting instructions for completing and returning the secret ballots as provided for in the Davis-Stirling Act. Ballots seeking approval to amend or restate governing documents must be delivered to the Members with the text of the proposed amendment.

1. *Secret Ballot – Generally.* Secret ballots must be marked to indicate the Member's selections, if any. Blank Ballots will still count toward Quorum requirements. Secret ballots do not require a signature but are not invalidated by Member signatures.

2. *Secret Ballot – Content.* Ballots must: 1) set forth the proposed action; 2) provide an opportunity to approve or disapprove each item submitted for a vote; 3) set forth the number of ballots needed to satisfy the Quorum requirement, if any; 4) specify the percentage of votes required to pass the proposal; 5) state a deadline by which the Ballot must be returned to be counted; and 6) in the case of a Director election, the candidates' names identified in the pre-ballot notice.

3. *Inner Envelope.* The Association will provide two envelopes. To preserve secrecy, the secret Ballot is to be placed within an inner envelope with no identifying information. However, extraneous information written on the inner envelope by a Member will not invalidate the ballot. The inner envelope containing the secret ballot is to be placed into a second outer envelope containing identifying information.

4. *Outer Envelope.* In the upper left-hand corner of the outer envelope containing a secret Ballot, the voting Member must sign his/her name and indicate (print, type, etc.) his/her name and the address entitling the voter to vote. The outer envelope must be addressed to the Inspector(s) of Election.

5. *Delivery.* The completed outer envelope containing the inner envelope and ballot may be 1) mailed by first-class mail to the address on the outer envelope, 2) hand-delivered to the Inspector(s) of Election as specified on the pre-ballot notice, or 3) where there is no pre-ballot notice, as specified in the voting instructions. Delivery must be made to every Member entitled to vote at least thirty (30) days before the initial voting deadline. Any Member may request a receipt for delivery.

g) **Extended Voting Deadline.** The Inspector may reopen the polls and extend the voting deadline to allow additional balloting to achieve a Quorum or to permit additional participation by the Members in an election when desirable or appropriate. If the voting deadline is extended, the Board is empowered to adjourn the ballot-counting meeting to a date at or beyond the extended voting deadline and Members who have not previously voted may do so up to the extended voting deadline.

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**Section 9.07 – cont.**

h) **Election Rules.** At least thirty (30) days before the voting deadline, the Inspector(s) of Election must deliver, or cause to be delivered, the Election Operating Rules to all Members. Such Rules may be delivered 1) by individual delivery (Civil Code §4040) or 2) by posting the rules on an internet website and including the website address (URL) on the ballot with the phrase, in at least 12-point font: “The Rules governing this election may be found here: ”

i) **Counting Ballots.** Inspector of Election must oversee the opening and tabulating of all ballots before the membership at a properly noticed open meeting of the Board or membership as provided for in the Election Rules. No person is permitted to open or otherwise review any ballot prior to the time and place at which the ballots are opened and counted.

**Section 9.08 Post-Election**

a) **Breaking a Tie.** In the event of a tie leaving the outcome of the election unresolved, the following will apply:

1. The Inspector(s) of Election, and any designees, will immediately conduct a recount of the Ballots. If there is a charge, the Association will bear the expense. Members may observe the recount under the same conditions as the original Ballot counting.

2. Following the immediate recount, if the tie remains, all other newly elected Directors will immediately begin serving their terms. An incumbent Director whose seat was tied will continue in office until a runoff election determines the winner for his/her seat. Only candidates who tied for the seat will be in the runoff.

3. In lieu of a runoff and if the tied candidates agree, the winner may be decided by a coin toss or the drawing of names by the Inspector(s) of Election.

b) **Results of an Election.** The tabulated results of the election must be announced immediately after all the ballots have been counted. The tabulated results of the election must be promptly reported to the Board of Directors and must be recorded in the minutes of the next Board meeting. Within fifteen (15) days of the election, the Board must publicize the tabulated results of the election in a communication directed to all Members.

c) **Handling and Storage of Election Materials after the Election.** The sealed Ballots, signed voter envelopes, voter list, and candidate registration list shall at all times be in the custody of the Inspector(s) of Election or at a location designated by the Inspector(s) until after the tabulation of the vote, and until the time allowed by Civil Code §5145 for challenging the election has expired, at which time custody must be transferred to the Association. The Association must maintain Association election materials for one (1) year after the Election.

d) **Election Recount or Other Challenge.** If there is a recount or other challenge to the election process, the Inspector(s) of Election shall, upon written request by the Board or a Member, make the ballots available for inspection and review by the requesting party or its authorized representative. Any recount shall be conducted in a manner that preserves the confidentiality of the vote. Election recounts, other than the automatic recount following a tie leaving the outcome of an election unresolved, will be conducted as follows:

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**Section 9.08 – cont.**

1. Any Member of the Association may demand a recount of the Ballots provided 1) demand is made in writing to the Inspector(s) of Election within five (5) days after the election results have been announced, and 2) the Member pays in advance for the estimated cost of the recount, which estimate will be provided by the Inspector(s) of Election. Monies advanced by the Member must be refunded if the outcome of the election is changed by the recount.
2. The recount must be commenced within seven (7) days of the request for the recount and must be done by or under the supervision of the Inspector(s) of Election. If any Inspector of Election declines to perform the recount, the Board may appoint a replacement Inspector of Election, using the criteria specified in these rules and the replacement Inspector will assume custody of the Ballots.
3. Any recount may be observed by Members of the Association. No election materials may be touched or handled by any person without the express consent of the Inspector(s) of Election and under the supervision of the Inspector(s). The results of the recount must be reported to the Board of Directors and must be recorded in the minutes of the next Board meeting and reported to the Membership.
4. The Board may request a recount on reasonable notice to the Inspector(s) of Election at any time before the legal right to challenge the election has expired to ensure a fair and accurate result.

**Section 9.09 Campaigning**

**a) Access to Media.**

1. Association Media. Neither candidates nor Members may use the Association's newsletter, website, or any other Association media for campaign purposes.
2. Membership List. Candidates and Members have the right to request a copy of the Association's Membership List for the purposes of distributing, at their own expense, materials which advocate a point of view reasonably related to an election, or as otherwise permitted by Civil Code §4515. Candidates and Members also have the right to contact Members who have opted out of the membership list through the alternate means of communication permitted under California Civil Code §5220 for the purposes of distributing, at their own expense, materials which advocate a point of view reasonably related to the election or as otherwise permitted by Civil Code §4515.
3. Exception. If any candidate or Member advocating a point of view is provided access to Association media, newsletters, or internet websites during a campaign, for purposes that are reasonably related to that election, equal access shall be provided to all Candidates and Members advocating a point of view, including those not endorsed by the Board, for purposes that are reasonably related to the election. The Association shall not edit or redact any content from these communications but may include a statement specifying that the candidate or Member, and not the Association, is responsible for that content. The Association and its Directors, officers, and agents are immune from liability for the content of those communications to the fullest extent provided by law.

**Section 9.09 – cont.**

**b) Use of Common Area During Election Campaign.**

1. Purpose. Regarding any Association election, each Candidate, Member, or Resident is permitted to use, if available, the Association's Common Area at no cost for a purpose relating to Association elections as described in Civil Code §4515, including to advocate a point of view reasonably related to the Election.

2. Reservation. Each Candidate, Member, or Resident, who wants to use the Common Area pursuant to Civil Code §§4515 or 5105 must make a reservation in advance of the date and time requested. Such requests to use the Common Area are granted on a first-come, first-served basis, provided that the area is not already reserved. In order to assure fairness, each candidate may not reserve or use the common area for more than two (2) hours on any particular date. In addition, each candidate or Member is permitted to make only one (1) reservation per day to use the common area.

**c) Meet the Candidates Night.** All Candidates will be invited to assemble in the Lodge Ballroom five (5) Wednesdays prior to the scheduled election, from 6 p.m. – 8 p.m., or until members are no longer present for questions. Each Candidate will be given a 6 ft table, evenly spaced along the perimeter of the lodge interior wall from the other Candidates. Members will use this time to go around and ask any of the Candidates questions that they have in regard to why they are running for a position on the Board of Directors

**d) No Use of Association Funds for Campaign Purposes.** Association funds may not be used for campaign purposes in connection with any Board election and may not be used for campaign purposes in connection with any other Association election except to the extent necessary to comply with duties of the Association imposed by law. The Association is not permitted to include the photograph or prominently feature the name of any candidate on a communication from the Association or its Board. Directors, in their capacities as Members, are permitted to advocate for the election or defeat of any issue or candidate on the ballot at their own expense and are not permitted to use Association funds for that purpose in any capacity.

**e) Improper Electioneering.**

1. *Prohibited Activities.* In addition to any of the prohibitions under this Article, candidates, Members, and Residents, including their Tenants, Families, Employees, Agents, Visitors, and Licensees, are prohibited from engaging in any of the following activities:

- i. Causing any printed campaign or other election related materials to be placed upon or affixed to 1) residents' vehicles, 2) common area walls, doors, or windows, 3) mailboxes or mailbox structures, or 4) any portion of the common area not expressly permitted in these rules without prior authorization from the Board or Management;
- ii. Attempt to solicit a vote from another Member, or their power of attorney, through deceit, harassment, intimidation, improper influence, undue coercion, or force;
- iii. Attempt to prevent a Member from casting a vote through deceit, harassment, intimidation, improper influence, undue coercion, or force;
- iv. Interfere with the counting or tallying of votes;

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**Section 9.09 – cont.**

- v. Solicit the vote of a Member while in that Member's immediate presence or residence and during the time he or she knows the Member is voting;
- vi. Induce other Members to divert ballots away from the Inspector(s) of Elections; or
- vii. Interfere with any candidate's ability to distribute authorized campaign materials.

2. *Report Violations.* Members are encouraged to report any electioneering violations they witness to the Board or Management.

3. *Fines.* The Board is permitted to levy a fine of up to two hundred dollars (\$200) for each violation of this section.

**Section 9.10 Canvassing and Petitioning**

a) Generally. Canvassing and petitioning the Members, the Board, and residents for purposes permitted in Civil Code §4515, by telephone and/or personal visits to private residences in the development, is limited to the hours of 9:00 a.m. until 8:00 p.m. However, any Member or resident who declines to be contacted on any issue, including for a purpose specified in Civil Code §4515, must not be contacted by telephone or personal visits thereafter.

b) Impermissible Conduct. Nothing in this section permits a Member or resident to contact another Member or resident in a manner that constitutes 1) a breach of the Member's or Resident's quiet enjoyment or 2) a nuisance.

**Section 9.11 Distributing Information**

a) **Generally.** Reasonably distributing and circulating information for any purposes described by Civil Code §4515, is permitted and restricted as follows:

1. Members or Residents may distribute or circulate printed information for purposes specified in Civil Code §4515 to other Members or residents by 1) mail, 2) placing printed materials under front doors, front door mats, and/or behind screen doors, and/or 3) handing out printed material in the common area to Members and Residents willing to accept such materials. The handing out of materials in the common area is limited to the hours of 9:00 a.m. until 8:00 p.m.

2. Members and Residents may not cause any printed materials, including those for any purposes specified in Civil Code §4515, to be placed upon or affixed to 1) residents' vehicles, 2) common area walls, doors, or windows, 3) mailboxes or mailbox structures, or 4) any portion of the common area not expressly permitted in these rules without prior authorization from the Board or Management.

3. Members and Residents distributing and circulating printed materials permitted in these rules, such as those left at front doors or in other permissible locations in the development, are responsible to collect and discard any such materials that remain uncollected after twenty-four (24) hours from distribution or circulation.

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**Section 9.12 Petitions**

- a) Purpose. The purpose of the Petition for a Membership Meeting must be set forth in the petition so Members know what they are signing. Meetings may only be called for a proper purpose.
- b) Signatures. Only Members may sign Petitions. Signatures by persons not on title are invalid. The Association may validate signatures by comparing them against signatures on file with the Association or by contacting signers to verify their signatures. Any person on title to a property can sign on behalf of the Property but it counts only once. For example, if there are ten owners on title for one residential lot, all of whom sign a petition, it counts as one signature not ten.
- c) Invalidity of Signatures. A Petition can be rendered invalid if a sufficient number of signatures are found invalid or rescinded for good cause (such as fraud, mistake, undue influence, or other valid grounds for rescission), such that the number of remaining signatures falls below five percent (5%) of total voting power of the membership.
- d) Setting the Date. The date of the Special Meeting for a Recall must be set in the manner provided for in these Election Rules above and the law. Recall Petitions. Recalls are not permitted to be started against the Board as a whole or any individual Director if: 1) the Board or Director has held office during the current term for less than ninety (90) days; 2) a recall election has been determined in the Boards' or Directors' favor within the last six (6) months; 3) for the recall of a Board, when an Annual Meeting will be held within six (6) months or less or 4) for the recall of individual Directors, when their term will end within six (6) months or less. Additionally, if a recall of the entire Board fails, a six (6)-month waiting period must be observed before Recall petitions may be filed against individual Directors who served on that Board.

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**APPENDIX**  
**FORMS**

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**VIOLATION REPORT FORM**

**Resident Complaint Form**

Residents reporting a violation that they have witnessed must complete and submit this for to management. If the violation is visible from a common area, only **ONE** signature is required. For all other violations, **TWO** Signatures are required from two separate households.

Complaint filed by:

Member/Resident name #1 \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Member/Resident name #2 \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

-----

Alleged Violator's Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone \_\_\_\_\_

Violation:

\*If violation not listed below, please write the issue in the description below.

- Dog barking       Yard Art       Noise/Nuisance       Parking  
 Maintenance of Home       Trash can(s)       Pool       Conduct code

Description of alleged violation(s). Please be as specific as possible:

Date(s): \_\_\_\_\_ Time(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For additional space, please use the reverse side of this form.

I understand that by signing this form I agree to assist the Board in any legal action including a "Declaration Under Penalty of Perjury" and testifying in court if needed.

\_\_\_\_\_  
Member/Resident #1 Signature

\_\_\_\_\_  
Member/Resident #2 Signature

**Discloser: A copy of this completed form may be provided to the alleged violator at any time after submission. 80**



**RV/VESSEL PARKING PETITION FORM**

I \_\_\_\_\_ reside at \_\_\_\_\_.  
(Print Name) (Print Address)

I own a recreation vehicle: \_\_\_\_\_  
(year/make/model/license plate)

My RV/Vessel is (fill in the appropriate category):

- Travel Trailer: length (without tow vehicle) \_\_\_\_\_ft.
  - Motor Home: length (without tow vehicle) \_\_\_\_\_ft.
  - Vessel: Length (without tow vehicle) \_\_\_\_\_ft.
- My lot frontage is \_\_\_\_\_ft.

I petition the Board to designate the street parking space immediately in front of my residence for extended parking privileges for the above designated recreation vehicle. I understand that the following parking rules will apply to this parking space:

1. This designated space is for my exclusive use for up to ninety-six (96) total hours four (4) days per month. I may not park for longer than forty-eight (48) continuous hours at a time.
2. I will be required to get a temporary parking permit from the Front Desk at the Lodge each time I park on the street. I will post my permit in the front window or where it will be visible from the street.
3. I will safety cone off my recreational vehicle whenever it is parked in this space.
4. To avoid a tripping hazard, I will secure all extension cords and/or hoses to the sidewalk with tape or some sort of cover.
5. My RV slide(s) will be opened only when necessary.
6. I will park my recreational vehicle parallel to the curb within thirty-six (36) inches. If necessary, I will disconnect my tow vehicle to accomplish this.
7. I will not block sidewalks or neighbors' driveways.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Board Approved MTG Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Board Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### **AGE VERIFICATION FORM**

Pursuant to State & Federal law, every Owner of, or person residing in a home at K. Hovnanian Four Seasons at Bakersfield Community Association (Association) must complete an Age Verification Form to certify his/her eligibility to reside in the Association, which is an Active Adult Community.

All residents must supply a Proof of Age (copy of Driver's License, Passport, or Birth Certificate). The Association reserves the right at any time to verify information given below. If you have questions regarding how to complete the form, please contact the Management Office at (661) 873-0580. Each Resident must fill out a separate form; of you need additional forms, please contact the Management Office. Forms and Age Verification will be held in confidence to the extent permitted by law.

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Directions:

- 1) Sections A, B, C or D of Part 1 must be completed by every person residing in each home within the association (whether owners or renters).
- 2) Owners who do not reside in the Association should skip to Part 2.
- 3) Part 3 must be completed by all persons submitting this Form.

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#### **PART 1**

- A. I **am** a person fifty-five (55) years of age or older. I have attached a copy of my Proof of Age to this form. (Qualified Resident).
- B. I **am not** a person fifty-five (55) years of age or older, But I provide live-in, long term, or terminal health care to \_\_\_\_\_ who reside in the home. (Qualified permitted health care worker)
- C. I **am not** a person Fifty-five (55) years of age but, \_\_\_\_\_ is a person fifty-five (55) years of age or older (Member), who resides or formally resided in this residence. The member either moved into the residence with me, or before I moved into the property. If the member no longer resides in the residence, I certify that the member left the residence because of:
- a.  His/her death
  - b.  His/her hospitalization
  - c.  His/her prolonged absence from the property
  - d.  Dissolution of marriage.

I also certify that I am:

- e.  Forty-five (45) years of age or older
  - f.  The spouse or a cohabitant of the member
  - g.  I am providing primary physical or economical support to \_\_\_\_\_, who is a resident of the home.
- D. I am not a member, but I am a disabled person who is a child/grandchild of a member or other qualified resident. I certify that I need to reside with the other qualified residents in the residence because \_\_\_\_\_

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**\*\* Anyone who fills out Section B, C(g), and D are required to have board approval Prior to occupancy\*\***

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(If the person on whose behalf of the Form is submitted is not capable of executing the Form, please have the person responsible for the care of such underage person complete the Form on his/her behalf).

**PART 2**

**Only Non-Resident Owners Should Complete this Section.**

All of the residents of my home located at \_\_\_\_\_, are listed by name and age as follows:

1. Name: \_\_\_\_\_ Age: \_\_\_\_\_
2. Name: \_\_\_\_\_ Age: \_\_\_\_\_
3. Name: \_\_\_\_\_ Age: \_\_\_\_\_

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**PART 3**

**Certification and Signature**

If I am a Resident of K. Hovnanian Four Seasons at Bakersfield Community Association, Inc., I have attached proof of age to this form and I certify that it is a true and correct copy of the original. Whether I am a Resident or not, I declare under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_/\_\_\_\_/\_\_\_\_ at \_\_\_\_\_  
(day) (Date) (address)  
\_\_\_\_\_(City), CALIFORNIA.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address of Residence: \_\_\_\_\_

Your Cooperation is Essential to our Continued Right to Operate as an Active Adult Community, and WE  
THANK YOU!

**\*\*DO NOT FORGRT TO ATTACH YOUR PROOF OF AGE\*\***  
(Except Non-Resident Owners)

**APPLICATION FOR QUALIFIED PERMANENT RESIDENT/PERMITTED  
HEALTH CARE RESIDENT**

To maintain the age restricted integrity of our community in compliance with CC&Rs, anyone who marked **Section B**, or **Section C** identified by the Age Verification Form will need to complete and submit this application. Pursuant to the CC&Rs Periodic Affirmation of Status, this form is required to be re-certified annually by the Board of Directors.

Name of person fifty-five (55) years or older(Member): \_\_\_\_\_

Name of applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Date \_\_\_\_\_

Please indicate which type of request this application is being submitted for:

- Qualified Permanent Resident for Economic Support. If you marked this box, you must provide substantial proof to the Board of Directors showing that you provide Economic Support to the Member. This will need to be turned in with the application, to Management.
  
- I have a disabled child/grandchild under the age of 45 years old who relies on my support. If you marked this box, you must turn in the completed Physician Report for Disabled Child.
  
- I have a Primary Health Care Resident who I rely on for support. If you marked this box, you must turn in the completed Physician Report for Permitted Health Care Resident/Physical Support.

**PHYSICIAN REPORT FOR DISABLED CHILD**

The request for disabled child under the age of 45 requiring support of the Qualifying Resident shall have the following completed by his/her physician:

Patients Name: \_\_\_\_\_

Patient Name \_\_\_\_\_

Patients Date of Birth: \_\_\_\_\_

Physician's Name: \_\_\_\_\_

Physician's Address: \_\_\_\_\_

Nature of Disability: \_\_\_\_\_

Physician's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Physician's Stamp: \_\_\_\_\_

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**PHYSICIAN REPORT FOR PERMITTED HEALTH CARE**  
**RESIDENT/PHYSICAL SUPPORT**

The requesting qualifying resident or qualifying permitted resident requiring the assistance of a qualified permitted health care resident or physical support shall have the following complete by his/her physician.

Patients Name: \_\_\_\_\_

Patient Date of Birth: \_\_\_\_\_

Physician's Name: \_\_\_\_\_

Physician's Address: \_\_\_\_\_

Physician's Phone Number: \_\_\_\_\_

Level of live-in care required:

- Live-in assisted living care       Long term care       Hospice/Terminal care

Total number of hours per day patient requires assistance \_\_\_\_\_ Hour(s).

Physician's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Physician's Stamp \_\_\_\_\_

**EXTENDED STAY GUEST REQUEST FORM**

**This form must be completed and submitted within 30 days after guest under the age of 55 have taken residence at the association home as a result of a family tragedy.**

Qualifying Resident/Qualifying Permanent Resident Name: \_\_\_\_\_

Date submitted: \_\_\_\_\_

**Qualifying Resident:**

I am a person 55 years of age or older.

**Qualified Permanent Resident:**

A.  I currently reside with the qualifying resident, and I am 45 years or older. I am a spouse or domestic partner of the qualifying resident.

B.  I meet the age and relationship requirements in A, but I certify that the qualifying resident no longer resides in this home due to his/her  death:  hospitalization:  prolonged absence from the property  
 dissolution of marriage.

C.  I provided primary physical or economic support to a qualifying resident of the home.

I am requesting approval to have a family member/member under the age of 55 as a guest in my home as a result of a family tragedy. I understand that the permitted occupancy period shall not exceed 6 months.

Family Member(s) name, age, and relationship to Qualifying Resident/ Qualified Permanent Resident:

Name	Age	Relationship

Describe the nature of the family tragedy.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Certification and signature:**

I declare under penalty of perjury under the laws of the state of California that the forgoing statements are true and correct.

\_\_\_\_\_

Signature

\_\_\_\_\_

Address of association home

Bakersfield CA 93306

**\*\* The Association reserves the right to verify any information provided. The Association's Board of Directors has final approval authority for this request. Forms and age verification information will be held in confidence to the extent permitted by law\*\***

**K. HOVNANIAN'S FOUR SEASONS AT BAKERSFIELD COMMUNITY ASSOCIATION, INC'S WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

Member/Resident \_\_\_\_\_ who is a member or resident residing at  
(Name)

K. Hovnanian's Four Seasons at Bakersfield Community Association, Inc and specifically  
\_\_\_\_\_ desires to utilize the associations onsite gym  
(Address)

facilities with an outside personal trainer who is not a member or resident at the association.as a condition to such use with the trainer, the individual warrants and agrees as follows:

1) Individual on behalf of himself/herself, his/hers heirs, executors, administrators, successors and assigns, waives any and all rights, claims, lawsuits, demands whether known or unknown, anticipated, or unanticipated, he/she may have against the Association, its agents, its past, present, and future Directors, its members, its past, present and future community association management companies and managers relating to any personal injury he/she may sustain while at the Association gym facilities arising either directly or indirectly from the use of trainer regardless of whether the injuries and/or damage result, in whole or in part, from the negligence of the Association.

2) Individuals warrants and herewith agrees to the fullest extent allowable under California law to defend, indemnify, and hold harmless the Association, its agents, its past, present, and future Directors, its members, its past, present, and future community association management companies and managers for any and all loss, damage, liabilities, claims, future claims, lawsuits, injuries and/or demands, by any person or entity, caused by and/or arising out of or in any way related or connected to and/or contributed by the use of a trainer at gym facilities as well as any and all claims brought or asserted by the trainer which in any manner relate to and/or arise from being at gym facilities. Such defense, indemnity, and hold harmless obligation shall be interpreted as broadly as allowed under California law and shall include, but not be limited to, damages, attorney fees, expert consultant fees, and litigation costs. Such defense, indemnity, and hold harmless obligation shall not apply to claims, suits, or demands for damages that are caused solely by the willful misconduct or sole negligence of Association.

Member/Resident:

Date:

Signature:

Trainer:

Date:

Signature:

**DESIGNATION OF INTENT TO RENT A HOME ASSIGNMENT OF FACILITY PRIVILEGES**

Notice is hereby given that \_\_\_\_\_  
(Name of Owner/Agent)

has rented the home at \_\_\_\_\_  
(Address)

Commencing on the day of \_\_\_\_\_  
(Date)

Name of Tenant 1: \_\_\_\_\_

Home #: \_\_\_\_\_ Work #: \_\_\_\_\_ Cell #: \_\_\_\_\_

Name of Tenant 2: \_\_\_\_\_

Home #: \_\_\_\_\_ Work #: \_\_\_\_\_ Cell#: \_\_\_\_\_

Signature of Owner: \_\_\_\_\_ Date: \_\_\_\_\_

**INITIAL ONE CHOICE ONLY**

\_\_\_\_\_ I am retaining my facility privileges are to be issued to the listed Tenant(s).

\_\_\_\_\_ I am assigning my facility privileges to the listed tenant(s) of the aforementioned property. In doing this, I will not have any privileges available to me.

I, the owner of the property, have read and agree to abide by all terms and conditions stated above. I also understand that I am responsible for any fines and/or penalties levied against the tenant(s) for violations of any rules and regulations, by-laws, CC&R's and ARC guidelines.

I have provided tenants with copies of all association governing documents.

Signature of owner: \_\_\_\_\_ Date: \_\_\_\_\_

**\*\*A copy of the Lease agreement, age verification form for every tenant residing in the home, and Proof of Age (drivers license, passport, or birth certificate) must be returned with this notice\*\***



**RESIDENT INFORMATION FORM**

**Current information**

Name 1:

Name 2:

Address: City: State: Zip:

Home Phone: Mobile (1): Mobile (2):

Email (1): Email (2):

**\*Mailing address, if different from FSB home address**

Mailing address City: State: Zip:

I am the homeowner of this property  I am a renter at this property.

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Please update the following contact information:

Mailing address: City: State: Zip:

Home Phone: Mobile (1): Mobile (2):

Email (1): Email (2):

---

Please add the following emergency contact to my contact information:

Emergency contact name (1):

Address: City: State: Zip:

Home phone: Mobile: Email:

Emergency contact name (2):

Address: City: State: Zip:

Home Phone: Mobile: Email:

---

I would like my information in the following systems:

NO, I would like to OPT OUT  YES, I would like my information in the Gate Directory

Name (*first initial, Last name*)  Home phone  Mobile (1)  Mobile (2)

(Continue on Other Side)

K. Hovnanian's Four Seasons at Bakersfield Community Association, Inc.  
Rules and Regulations Community Handbook

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I would like my information in the following systems:

**RESIDENT DIRECTORY**

NO, I would like to OPT OUT       YES, I would like my information in the Resident Directory

Name 1    Name 2    Address    Home phone    Mobile (1)    Mobile (2)    Email (1)    Email (2)

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I would like my information in the following systems:

**BUSINESS DIRECTORY**

NO, I would like to OPT OUT       YES, I would like my information in the Business Directory

Name (*First initial, Last name*)       Home phone       Mobile (1)    Mobile (2)

Name: \_\_\_\_\_

Company Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

Company Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Business email: \_\_\_\_\_

Summary of services: \_\_\_\_\_

\_\_\_\_\_

Resident #1 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident #2 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Office use only**

---

Date

Staff Initials

Directory Updated \_\_\_\_\_

\_\_\_\_\_

Gates Updated \_\_\_\_\_

\_\_\_\_\_

Website Updated \_\_\_\_\_

\_\_\_\_\_

Mailchimp Updated \_\_\_\_\_

\_\_\_\_\_

**K. Hovnanian's Four Seasons at Bakersfield Community Association. Inc.**  
**Biennial Re-certification & Change of Occupancy Form**

***In order to retain Age Qualified Status, Federal Law requires recertification of the ages of occupants in all 55+ active adult communities such as Four Seasons at least every two years.***

This Form is to be used during any Biennial Re-certification period or when there is a Change in Occupancy. There is no need to list guests (persons of any age who stays for less than 45 days per year); however, ***any changes in the permanent Residents of your dwelling should be noted.*** Please complete the following information and return the form to the Lodge office.

- There have been no changes in the occupancy of the residence since the last time I/we submitted an age verification form.
- We have had the following changes in occupancy of the residence since the last time I/we submitted an age verification form.
  - \_\_\_\_\_ no longer resides in the home.
  - \_\_\_\_\_ has moved into the home.  
*If you have indicated additional person(s) that have moved into your home and have not already submitted the Age Verification form the office will send you an age verification form to be submitted for any new residents.*

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct.

\_\_\_\_\_  
Signature (Homeowner 1)

\_\_\_\_\_  
Signature (Homeowner 2)

\_\_\_\_\_  
Print Name (Homeowner 1)

\_\_\_\_\_  
Print Name (Homeowner 2)

Address: \_\_\_\_\_ Bakersfield, CA 93306

Executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ Bakersfield, California

***Thank you!***  
***Your cooperation is essential to the Association's ability to qualify as an Age Qualified Community.***