



ONE FORD ROAD
RULES & REGULATIONS

**ONE FORD ROAD COMMUNITY ASSOCIATION
RULES AND REGULATIONS**

TABLE OF CONTENTS

Section 1 - Introduction
Section 2 - Swimming Pools
Section 3 - Fitness Center
Section 4 - Putting Green
Section 5 - Tot Lot
Section 6 - Basketball Court
Section 7 - Parking
Section 8 - Pets
Section 9 - Recreation Facilities Use Policy.....
Section 10 - General Rules
Section 11 - Violation Procedure and Fine Policy ..
Section 12 - Neighbor To Neighbor Dispute Policy

SECTION 1 INTRODUCTION

The Rules & Regulations contained herein are adopted pursuant to the Declaration of Covenants, Conditions and Restrictions and Grant of Easements for the One Ford Road Community Association ("CC&Rs") by the Board of Directors ("Board") of the Association and shall supplement the CC&Rs. Rules & Regulations may be modified from time to time in response to community needs; however, they may not be used in any way to supersede the CC&Rs. Any situation not specifically addressed or outlined herein will become a matter of reasonable discretion on the part of the Board. Although these Rules and Regulations support the CC&Rs they do not cover the entirety of the document. Some restrictions contained in the CC&Rs are purposefully omitted from these Rules and Regulations to avoid repetition. Where restrictions contained in the CC&Rs are omitted from these Rules and Regulations, whether intentional or unintentional, such omission shall not be interpreted as a waiver of the CC&Rs. In the event of a conflict between the Rules & Regulations and the CC&Rs, the CC&Rs shall control. Nothing herein shall limit or modify the CC&Rs. Please be sure to read the CC&Rs carefully.

Any questions or problems should be directed immediately to Keystone Pacific Property Management at (949) 833-2600, 16775 Von Karman, Suite 100, Irvine, Ca. 92606.

SECTION 2 POOL/SPA/WADER RULES

- 2.1.1. The swimming pool is open for use every day from 5 a.m. to 10 p.m.
- 2.1.2. Use the pool at your own risk. The Association assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property.
- 2.1.3. It is recommended that children under the age of 14 be accompanied by an adult at all times.
- 2.1.4. Guests may make use of the swimming pools only when accompanied by a resident. Guests not accompanied by a resident host may be requested to leave the premises.
- 2.1.5. Individual homeowners may not reserve pool facilities for exclusive use.
- 2.1.6. All swimmers must shower before entering the pool. Showers are only for persons using the facilities and not for individual personal hygiene not related to use of the facility.
- 2.1.7. All swimmers must wear a bathing suit. No ragged-edged garments are allowed. Nudity is prohibited.
- 2.1.8. For health reasons, swim diapers and plastic pants, specifically for pool use, must be worn in the pool by children who wear diapers.
- 2.1.9. For health and safety concerns, any individual with a condition or disease which may be transmitted through pool water or open sores may not use the swimming/wading pool.
- 2.1.10. For shoulder length hair or longer, it is recommended that hair be tied back, braided or a cap worn (hair clogs the drains).
- 2.1.11. No running or horseplay on pool deck, and no horseplay in the pool.
- 2.1.12. No gum and no eating food or drinking in the pool. All waste materials from food or beverages must be taken with you or disposed of in the trash containers provided in the pool areas.
- 2.1.13. No skateboards, bicycles, tricycles, skates, razors, rollerblades or other wheeled play equipment are allowed inside the fenced area.
- 2.1.14. No bottles or other glass containers/objects inside the fenced area.
- 2.1.15. No pets or animals inside the fenced area.
- 2.1.16. No unduly loud or disturbing noise inside the fenced area. Use of the pool facilities and common area is a privilege which is enjoyed by all Owners or occupants, however, consideration of others concerning noise is also important.
- 2.1.17. No radios/playback sound devices WITHOUT HEADSETS inside the fenced area.
- 2.1.18. No diving from benches, tables, or other facility structures inside the fenced area.
- 2.1.19. NO CLIMBING ON THE LIFEGUARD CHAIR AT ANY TIME.
- 2.1.20. No rafts, boogie boards, inflatable toys or diving rings during busy periods, which shall be at the discretion of the lifeguard (if staffed) or roving patrol. No ball/Frisbee or object throwing. Lifejackets are always allowed.
- 2.1.21. No smoking.
- 2.1.22. Persons intoxicated or under the influence of drugs are not permitted in the pool areas.
- 2.1.23. No pool furniture in the pool.
- 2.1.24. Lap swimming is permitted in the designated area only. LANE LINES ARE NOT TO BE HUNG ON BY ANYONE.
- 2.1.25. Any damage to equipment or furnishings must be reported promptly. Members responsible for the damage will be required to immediately reimburse the Association for losses related to the damage. Members are also responsible for damage by their guests.
- 2.1.26. The buddy system is recommended to be used by swimmers at all times. For safety, no one

should swim alone.

- 2.1.27. All gates must remain closed and locked at all times. DO NOT obstruct gates with chairs or other items to keep gates open.
- 2.1.28. Tampering with pool equipment, pool gate locks or machinery at the pool areas is prohibited.
- 2.1.29. Anyone caught jumping the fence to any gated facility will be asked to leave the facility for the day. If the same person is caught jumping the fence for a second time, they will be asked to leave the facility for the day and a letter will be sent to the homeowner. Non-resident violators will be turned over to the police as trespassers.
- 2.1.30. The pools are not available for Private Parties.
- 2.1.31. Although a lifeguard may be on duty, use of the pools is at each person's own risk. If there is a violation of these rules, the lifeguard, pool monitor or manager may cause a verbal warning, time-out period, and ejection for the day or suspension of privileges.
- 2.1.32. If Owner elects to rent or lease his/her Dwelling Unit and gives right of access to pool area facilities to Lessee, the Owner relinquishes his/her access rights.

2.2 Wading Pool Rules

- 2.2.1. The wading pool is intended for use by children 5 years of age and younger.
- 2.2.2 Children in the wading pool area SHOULD BE UNDER THE DIRECT SUPERVISION OF AN ADULT AT ALL TIMES.
- 2.2.3. All general rules concerning food, gum, glass containers, diving, jumping, ball playing, loud noise, radio/playback devices, running/horseplay, wheeled conveyances, floating devices, and pets, described above for the swimming pool, also apply to the wading area.
- 2.2.4. For health reasons, swim diapers and plastic pants, specifically for pool use, must be worn in the pool by children who wear diapers.
- 2.2.5. This area is not available for private parties.
- 2.2.6. If there is a violation of these rules, the lifeguard or manager may cause a verbal warning, time-out period, and ejection for the day or suspension of privileges.

SECTION 3 FITNESS CENTER

- 3.1 Hours of operation are 5 A.M. to 11 P.M.
- 3.2 Users under the age of 18 should be accompanied by an adult. Due to safety reasons, children under the age of 14 should not use the Fitness Center.
- 3.3 Guests may make use of the Fitness Center **only** when accompanied by a resident no more than (4) times per month. Members are responsible for the conduct of their guests.
- 3.4 Please do not loan key fobs to guests. Only a homeowner is to have possession of a key fob.
- 3.5 Paper cups, plastic water bottles and all other trash is to be disposed of in the trash receptacles.
- 3.6 Users shall wipe down equipment after use. Towels are to be placed in towel receptacles after use.
- 3.7 Newspapers and Magazines are to be stored in the proper receptacles or thrown away after use.
- 3.8 Free weights and medicine balls are to be returned to the racks provided after use. Mats are to be returned to the area underneath the weight racks after use.
- 3.9 Residents are encouraged to consult with their personal physician prior to beginning any exercise program. Association is not liable for any injury caused from use of fitness equipment.
- 3.10 Please leave the Television volume as set. Using pens or other plastic objects to change the channels on the Televisions may damage the buttons.
- 3.11 Food is not allowed in the Fitness Center. Plastic bottled beverages are permitted. All trash is to be properly disposed.
- 3.12 The fitness equipment may only be used for its intended purpose. Inappropriate conduct in the Fitness Center or improper use of the Fitness Center and the equipment therein may result in immediate removal from the Fitness Center. "Horseplay" is prohibited.
- 3.13 If an Owner elects to rent or lease his/her Dwelling Unit and gives right of access to the Fitness Center to Lessee, the Owner relinquishes his/her access rights.
- 3.14 The door must remain closed at all times. DO NOT obstruct the door with chairs or towels. Access to the Fitness Center is only for those in possession of a key fob and their guest or Personal Trainer.
- 3.15 Please see section 3.1.1 for Personal Trainer Policies

SECTION 3.1
FITNESS CENTER-Personal Trainer Policies

- 3.1.1 Personal Trainers are permitted in the Fitness Center only when training a resident.
- 3.1.2 The Homeowner employing a Trainer is responsible for the conduct of the Trainer.
- 3.1.3 Trainers must wear their current OFR Trainer badges at all times while in the Fitness Center. If a badge is lost or stolen it is the Trainer or Homeowner's responsibility to report the missing badge to the Facilities Manager/Activities Director.
- 3.1.4 Trainers must maintain and furnish to the Facilities Manager/Activities Director a current certificate of General Liability Insurance in the amount of \$1M.
- 3.1.5 Trainers are to register a list of clients in OFR with the Facilities Manager/Activities Director each month on or around the first of the month.
- 3.1.6 It is the responsibility of the Trainer to notify the Facilities Manager/Activities Director of any changes in contact information or insurance certification.
- 3.1.7 Trainers are to replace ALL equipment (i.e. free weights, medicine balls, mats) used during their training sessions to its designated place.
- 3.1.8 Trainers are to dispose of used towels in the towel receptacles.
- 3.1.9 Trainers are to dispose of all trash (i.e. paper cups, plastic water bottles, etc.) in the trash receptacles.
- 3.1.10 Trainers are not permitted to conduct their own personal work outs in the OFR Fitness Center.
- 3.1.11 Trainers are not permitted to place or post any marketing materials (i.e. business cards, signs, etc.) in the OFR Fitness Center.
- 3.1.12 Trainers are not permitted to give access to anyone without a key fob in their possession or obstruct the door with chairs, towels, etc.
- 3.1.13 Trainers are not permitted to implement any exercises which require the client to throw a medicine ball against a wall or bounce a medicine ball on the carpet of the Fitness Center.
- 3.1.14 Trainers are expected to ensure that the fitness equipment is being used for its intended purpose only.
- 3.1.15 Trainers are not permitted to train any client who is not a resident of OFR inside the OFR Fitness Center.
- 3.1.16 Failure to comply with any of these rules and regulations will result in disciplinary action and possible removal of the trainer from the OFR Fitness Center.
- 3.1.17 Please see section 3.2.1 for Personal Trainer Disciplinary Action Policy.

SECTION 3.2
FITNESS CENTER-Personal Trainer Disciplinary Action Policy

3.2.1 First offense: verbal warning

3.2.2 Second offense: violation letter to Trainer and Homeowner

3.2.3 Third offense: 1 month suspension from the Fitness Center

3.3.3 Fourth offense: permanent removal from the Fitness Center

3.3.4 Violation of any rule will subject the Trainer to this Disciplinary Action Policy.

SECTION 4
PUTTING GREEN

- 4.1. Use of the putting green is intended for use by Members and their guests. Guests may make use of the putting green only when accompanied by a resident. Members are responsible for the conduct of their guests.
- 4.2. Flat shoes or soft spike golf shoes must be worn at all times on the putting greens. No hard spikes, bare feet or shoes with heels are permitted.
- 4.3. No chipping allowed on or around the putting green area.
- 4.4. Dogs are not allowed on or around the putting green area.
- 4.5. Adult supervision is recommended for all children.
- 4.6. Hours of operation are 9:00 A.M. to dusk daily.
- 4.7. These amenities are for your enjoyment. Please use your best common sense to maintain the integrity of the putting green surface for all to enjoy. Owner is responsible for damage, intentional, negligent or otherwise, that results to the putting green in the course of the Member's use of the putting green. Costs for repairs shall be assessed, after Notice and Hearing, against the responsible owner for any damage caused by residents or their guests.
- 4.8. If an Owner elects to rent or lease his/her Dwelling Unit and gives right of access to the putting green to Lessee, the Owner relinquishes his/her access rights.

SECTION 5 TOT LOT

- 5.1. Use of the Tot Lot is intended for use by Members and their guests. Guests may make use of the Tot Lot only when accompanied by a resident. Members are responsible for the conduct of their guests.
- 5.2. Adult supervision is strongly recommended for all children. Please inform daycare providers of the rules and regulations and that they should watch the children in their care at all times.
- 5.3. Use of the Tot Lot is a privilege which is enjoyed by all Owners. Please play with care and consideration of others.
- 5.4. The play area is intended for use by children ages 2 through 12. Adults are strongly discouraged from playing on any of the structures.
- 5.5. BICYCLES, SKATES, RAZORS, SCOOTERS, SKATEBOARDS AND THE LIKE ARE PROHIBITED AT ALL TIMES.
- 5.6. Pets and animals are not allowed in the Tot Lot.
- 5.7. No jumping from swings or play structures.
- 5.8. Use the equipment in a safe and appropriate manner. The Tot Lot equipment shall only be used for its intended purpose. Inappropriate conduct in the Tot Lot or improper use of may result in immediate removal from the Tot Lot.
- 5.9. Excessive trash from gatherings or parties must be picked up and taken away from the Tot Lot and shall not be placed in the Tot Lot trash receptacles. These receptacles accommodate regular amounts of trash accumulation.
- 5.10. This is your playground. Defacing or vandalizing the equipment or special surface is prohibited. Should any damage occur to the Tot Lot or the equipment therein, including failure to adequately clean up the area used by the Member, the Association shall have the right to hold a hearing and thereafter assess the Member for costs of repair of any damage to the facility that results from the Member's use. Costs for repairs will be billed to the responsible owner for any damage caused by residents or their guests.
- 5.11. If an Owner elects to rent or lease his/her Dwelling Unit and gives right of access to the Tot Lot to Lessee, the Owner relinquishes his/her access rights.

SECTION 6
BASKETBALL COURT

- 6.1. The hours of operation are 9:00 A.M. to dusk daily.
- 6.2. The courts are for the use of Members and their guests only. Guests may make use of the courts only when accompanied by a resident. Members are responsible for the conduct of their guests.
- 6.3. Appropriate footwear is required. No black soles are allowed.
- 6.4. Children under the age of 14 years should be supervised by an adult at all times during use of the courts.
- 6.5. No hanging on the basketball rim or net.
- 6.6. BICYCLES, SKATES, RAZORS, SCOOTERS, SKATEBOARDS AND THE LIKE ARE PROHIBITED AT ALL TIMES.
- 6.7. These special surfaces shall be used only in the manner for which they were designed. Any damage caused to the Basketball Court and equipment thereon will be the responsibility of the offending homeowner. The Association shall have the right to hold a hearing and thereafter assess the Member for costs of repair of any damage to the courts and equipment that results from the Member's use.
- 6.8. No yelling or inappropriate language is permitted.
- 6.9. If an Owner elects to rent or lease his/her Dwelling Unit and gives right of access to the Basketball Court to Lessee, the Owner relinquishes his/her access rights.

SECTION 7 PARKING

- 7.1. No area improved as a driveway on any Lot shall be used for the parking of any mobile home, motor home, recreational vehicle, truck, truck camper larger than a three-quarter (3/4) ton pick-up truck, commercial vehicle, trailer and/or boat (except for temporary parking of any such vehicle for a period not to exceed four consecutive hours for loading and/or unloading purposes). In no event shall any vehicle described above remain parked on any street adjacent to the Property for more than twenty-four (24) continuous hours.
- 7.2. No vehicle of any type may be parked for any length of time on the driveway of a Lot, if the longest portion of such driveway measured from the face of the garage door to the front property line of such Lot is less than eighteen (18) feet in length.
- 7.3. Parking is prohibited within any alleyway or cul-de-sac.
- 7.4. Resident vehicles should be parked in the garage or as allowed on the driveway. Residents shall not park their vehicles on the street for more than twenty-four (24) continuous hours.
- 7.5. Vehicles shall not be parked where they block access to the sidewalk area.
- 7.6. Guest vehicles parked on the street shall be parked in the direction of the flow of traffic and within 8" of the street curb.
- 7.7. Garages must be cleared of stored items to allow for the parking of resident vehicles. Garages are not allowed to be converted to living quarters.
- 7.8. Except within the garage located on any Lot, no portion of the Property shall be used for repairing any vehicle and/or boat.
- 7.9. All vehicles on the premises must have a valid license and current registration.
- 7.10. Any vehicle that cannot be driven, for any reason, must be kept within the garage or removed from the property.
- 7.11. No person shall operate an automobile, scooter, moped, golf cart, motorcycle, all terrain vehicle or any other type of motor vehicle within the Property without a valid driver's license, or a California learner's permit provided any and all conditions imposed on such permit are satisfied.
- 7.12. Balboa residents are not allowed to park in the carriage or alleyways behind their home.
- 7.13. The posted speed limit is 15 MPH.
- 7.14. Management programs and distributes all keyfobs after receipt of a homeowner request form.
- 7.15. Management programs and installs all transponders after receipt of a transponder *and* homeowner request form.
- 7.16. Three (3) vehicle transponders will be assigned to each home. If an additional transponder is needed, each resident may purchase one for \$50.00 (maximum of four (4) per household) upon verification of ownership and the presentation of vehicle registration.
- 7.17. Two (2) keyfobs will be assigned to each home. These keyfobs work at the pool gates, fitness center and clubhouse (Maximum of two (2) keyfobs per household). If a replacement key is needed, each resident may purchase a replacement key for \$50.00.

SECTION 8
PETS

- 8.1. No more than two (2) usual and ordinary domesticated household pets (no wild animals) are permitted per household.
- 8.2. No pets are allowed to roam free in the common area. All pets must be on a standard leash, held by a person capable of controlling the pet, and with the owner at all times.
- 8.3. Owners shall have control of their pets at all times. Children too young to control their pet should not be allowed in the common area with their pet without adult supervision.
- 8.4. No pet shall be staked or tied to anything that enables them to be on any portion of the common area or street.
- 8.5. Owners are responsible for immediate clean up of their pets' litter in the common area.
- 8.6. Owners are responsible for proper vaccination of pets and for licensing as required by the City.
- 8.7. Noise disturbances from barking dogs should be reported to Animal Control.
- 8.8. The Board shall have the right to prohibit maintenance of any animal within the Community (including any common domesticated household animal) which, in the opinion of the Board, constitutes a nuisance to any other person.
- 8.9. Unless otherwise permitted by law, pets and animals are prohibited from the pool area.

SECTION 9 RECREATION FACILITIES USE POLICY

RECREATIONAL FACILITIES: The following Recreational Facilities within the One Ford Road Community Association (“Association”) may be reserved by Members for exclusive use in accordance with the terms of this Use Policy, the CC&Rs and the Rules and Regulations of the Association:

- Fireplace (including the lawn area directly in front of the Fireplace)
- Clubhouse
- Croquet Park

The Front Lawn, Secret Garden, Putting Green, Volleyball Court, and Frog Pond are not available for exclusive use.

PURPOSE: The purpose of this policy is to establish rules for the use of the Recreation Facilities and to maintain the beauty and longevity of the Recreational Areas. As a condition of approval for any event, the member reserving the Recreational Facility (“Sponsoring Member”) must agree to exercise control over the Sponsoring Member’s family members, guests, invitees and vendors such that other residents within the community are not inconvenienced. The Association cannot guarantee enforcement of any reservation.

RECREATION FACILITY USE RULES:

1. All Association Recreation Facilities are available for members who are current with assessment dues. The Board of Directors may restrict the use of any Recreation Facility, following a duly noticed hearing, for any violation of the Association rules, delinquent assessments, or deliberate abuse of the Recreational Facilities or common areas by a member or their guests.
2. Sponsoring Member agrees that the Recreation Facilities will be utilized for the Sponsoring Member’s benefit, or for the benefit of an immediate family member of the Sponsoring Member, and that the Sponsoring Member will be present at all times during the event. The Sponsoring Member agrees that no events that generate a profit will be held at the Recreation Facilities. Any Sponsoring Member agrees that the Recreation Facilities will not be used for commercial purposes.
3. Sponsoring Member is responsible for the actions of any family member, guest, invitees, agent or vendor invited by them into the community to service an event. By sponsoring an event, the Sponsoring Member agrees to indemnify and defend the Association from any and all liability relating to the family member’s, guest’s, agent’s or vendor’s activities at the subject Recreation Facility.

4. The Sponsoring Member's vendors, family members, guests and invitees, are expressly prohibited from driving over the Association's lawn areas. The Sponsoring Member shall be directly responsible for the cost of repairing or replacing any damage to the Association's lawn areas resulting from unauthorized driving of vehicles.
5. Only plastic serviceware (i.e. cups and plates) is permitted for use at the Recreation Facilities. Glass barware is a safety hazard and is expressly prohibited from all Recreation Facilities.
6. Except for the sound system provided in the Clubhouse, amplified music played from any source (i.e. personal stereos) will require prior Board approval. If amplified music is played without prior written approval from the Board, the security deposit for the event will not be refunded.
7. Sponsoring Members hosting parties or other such events that exceed forty (40) vehicles, or when there are multiple events, will be required to bear the cost of an additional Gate Attendant. The Gate Attendants must be hired through the Gate Attendant company under contract with the affected gate and must remain on duty for the anticipated duration of guest arrivals.
8. Sponsoring Members will need to submit a list of invited guests to the attendant at the guard house at least five (5) days prior to the event at the Recreation Facility. The list must be typed and should include the names of as many invited guests as possible to avoid delay at the gate.
9. Sponsoring Members shall not remove items (e.g. chairs, tables, furniture, etc.) from one Recreational Facility to use at another Recreational Facility.
10. Sponsoring Members shall not erect fences or other barriers around the Recreational Facility for an event as it will cause damage to the lawn and/or landscaping.
11. Sponsoring Members shall not place heavy furniture or equipment in landscaped areas. Any damage which is caused will be charged to the Sponsoring Member.
12. Horses, livestock or other large animals are not permitted in the Recreational Facilities.
13. The number of people permitted at the Recreational Facility shall be as follows, unless prior written approval is obtained from the Board of Directors:

Clubhouse	50
Clubhouse (and outside patio)	60
Fireplace	50
Croquet Court	25

RECREATION FACILITY RESERVATIONS:

1. Reservations for the OFR Recreation Facilities are restricted to members for personal and private parties. Use of the facility by outside organizations, whether or not requested by the Sponsoring Member, is not permitted.
2. The Sponsoring Member must complete and submit the “Recreation Facilities Reservation Form and Agreement” to the Association’s property management company for review by the Board of Directors. Only the Board of Directors is authorized to grant variances from any of the Rules and Regulations set forth in this RECREATION FACILITIES USE POLICY.
3. Any Recreation Facility must be reserved at least forty-eight (48) hours in advance, although a minimum of a week’s notice is advised. Reservations may not be made more than 120 days in advance.
4. Use of the Recreation Facilities for events is limited to one (1) event per day. Set-up is not authorized prior to 8 AM on any given day. The Recreation Facility must be returned to its original condition no later than 10:00 p.m. on the date the Recreational Facility is reserved.
5. Sponsoring Member shall arrange for any pick-ups and deliveries to the Recreation Facility (if any) to be made on the day of the event.
6. Reservations cannot be accepted for use of the Reservation Facilities on a Holiday or a day of a community sponsored event.

RECREATION FACILITY DEPOSITS:

1. The deposit for reserving a Recreation Facility must be paid to the One Ford Road Community Association at the time of reservation and should include the following:
 - A. A completed Recreational Facility Agreement;
 - B. A Refundable Deposit (in accordance with the fee schedule at the management company);
 - C. Copy of applicable insurance policy (for groups larger than 25)
2. Refund of deposits will be reduced to cover costs incurred for:
 - A. Damage to the Recreation Facility or surrounding areas including sod or other landscaping, by the Sponsoring Member and/or their guests, invitees, agents, or vendors;
 - B. Any violation of the Rules and Regulations;

- C. Failure to remove all trash from the Recreational Facility after use (a \$100.00 fee will be charged for any trash left at the Facility);
- D. Excessively loud or obnoxious noises emanating from the event that are classified by the Board as a “noise nuisance”;
- E. Use of amplified music without Board approval;
- F. Any damages that exceed the total amount of the deposit may be charged through additional fines.**

**SECTION 10
GENERAL RULES**

- 10.1. Any failure to enforce any of the Covenants, Conditions or Restrictions, or community rules, or Board policies does not constitute waiver of that rule and therefore such violation must be corrected upon notice.
- 10.2. Skateboarding is not allowed anywhere within the community at anytime.
- 10.3. Holiday decorations may be displayed thirty (30) days prior to the holiday and must be removed within fifteen (15) days following the holiday; except for decorative flags on removable flag poles mounted to the house, which are permitted by the Architectural Guidelines if the flags are kept in good repair.
- 10.4. Trash may be placed at curb in secured containers with lids or in tied disposable bags no earlier than the night prior to pickup; containers must be removed the morning after trash pickup. Except during pickup times, trash containers are to be stored out of sight.
- 10.5. Subject to the provisions of California Civil Code Sections 712 and 713, no sign, poster, display, billboard or other advertising device shall be displayed in the Properties or on any public street within or abutting the Properties. For further sign restrictions, please refer to Section 2.10 of the CC&Rs.
- 10.6. Exterior speakers on a Lot may only be used between the hours of 8:00 a.m. and 10:00 p.m. (Section 2.12 of the CC&Rs.) Exterior speakers are not permitted for Balboa or Carmel models.
- 10.7. Any damage caused to Association Property by an Owner or his or her tenant or guest, will be replaced or repaired by an Association contractor. All applicable charges for restoration will be charged back to the Owner by the Association and is due and payable within thirty (30) days from notification or assessment of penalties. (Section 2.29 (d) and Section 6.15 (b) of the CC&Rs.)

SECTION 11
VIOLATION PROCEDURE AND FINE POLICY
Amended August 2006
Effective October 2006

Violation of any provision of the CC&Rs, Architectural Guidelines or Rules & Regulations may result in fines, or other disciplinary action.

All violation reports by Owners must be submitted in writing to the Board in care of the manager, with complainant's name, address and telephone number, before action will be taken. Upon receipt of complainant's letter, the Board at its election may direct the manager to send a violation letter. Failure to comply with the request to rectify the violation, or respond to the Board of Directors, may result in a Notice of Hearing. Such notice shall be at least 15 days prior to the hearing.

In accordance with the CC&Rs and the Bylaws of the One Ford Road Community Association, should the Board at a duly held hearing determine that a violation has occurred, a fine may be imposed upon the Owner for each individual violation, which will take effect five (5) days after such hearing. The following is the Schedule of Fines as adopted by the Board of Directors:

- a) A penalty in the amount of \$250.00 for the first infraction; \$500.00 for the second infraction, or a continuing infraction; and \$750.00 for each subsequent infraction or continuing infraction.
- b) Architectural violations will be assessed in the amount of \$500.00 for the first infraction, \$1,000.00 for the second infraction, or a continuing fraction; and \$2,000.00 for the third infraction, or a continuing infraction.
- c) In the event of damage to common area or the Board's exercise of a right of entry, the Board may assess the actual expenses associated with such action.

The Board may also suspend the right of such Owner to vote his membership in the Association, under such circumstances as the Board may specify, for a period not to exceed thirty (30) days for each such violation; provided, however, that before invoking said suspension, the Board shall provide the Member fifteen (15) days written notice of the charge and shall provide an opportunity for the Member to be heard before the Board, in person, in writing, or by Counsel at the Member's expense, not less than five (5) days before the effective date of the charge and/or suspension. (Bylaws -Article X)

Types of Changes Requiring Approval by the Architectural Committee/Design Review Committee

All proposed exterior modifications, alterations, additions or changes must be submitted to the AC/DRC for approval prior to any installation or commencement of construction. For the purposes of these rules, a proposed modification, alteration, addition or change shall include either of the following: (1) removal of an improvement and replacement with any improvement of a different type; or (2) removal and replacement of more than 25% of the front or rear yard area.

The above mentioned installation, alterations, additions or changes may include, but are not limited to, walls, arbors, decks, gazebos, fences, fountains, pools, spas, landscaping, hardscape, patios, pottery, gates, light fixtures, fire-pits, barbecues, umbrellas, statues, room additions, window replacements, etc.

Procedure Used to Review & Approve or Disapprove a Proposed Change

Homeowner shall submit all of the following:

1. Property Improvement Form/Application.
2. Plan & Specifications (3 sets). 1 copy will be returned to the Owner and 2 sets will be retained by the Association after it is reviewed.
3. Neighbor Awareness Form.
4. Photographs, brochures and/or material samples (1 set) where applicable (items provided will not be returned to the Owner).
5. Please refer to the application for fee and deposit schedule.

Upon receipt, the information will be reviewed for completeness. Should any of the above items not be submitted, the entire submittal shall be returned to the owner noting the missing information. An application will not be "submitted" until it is complete.

If the submittal is complete, the management company will log the submittal, send a confirmation of receipt to the owner, and send the submittal package to the AC/DRC for review.

The AC/DRC shall review submittals for the purpose of determining if the proposed improvements meet the Architectural Guidelines/Design Review Guidelines and that the appearance of any structure affected will be in harmony with the surrounding structures, that the construction will not detract from the beauty, wholesomeness or attractiveness of the Common Area or the enjoyment by the Members, and that the upkeep and maintenance will not become a burden on the Association.

Any changes to the exterior of a residence must be specifically called out, in detail, in order for them to be approved. Unless specified by the submitting owner, any installation will be assumed to be in strict accordance with the Association's architectural guidelines. Proposed plans must also depict any easements within the property, and, in the case of a relocated improvement (such as a wall, fence or similar structure), the plans must depict both the original location of the improvement and the proposed new location.

The AC/DRC review is for aesthetics only. Homeowners must defer to their own professional consultant to determine if a permit is needed, if utility or other City/County easements exist and verification of property lines. If one neighbor accuses another of building onto their property, it is a neighbor to neighbor issue.

The AC/DRC will complete its review and send the submittal package back to management noting whether it is approved or not and any reasons for the denial, if applicable. Management will log the submittal as returned and send one set back to the homeowner. If denied, the homeowner must start this process again with the required number of plans and application copies as noted above.

SECTION 12
NEIGHBOR TO NEIGHBOR DISPUTE POLICY

- 12.1 The Association will not become involved in neighbor to neighbor disputes unless the issue involves common property.