**GREAT PARK NEIGHBORHOODS**

**RULES AND REGULATIONS**

**ADOPTED:**

**Table of Contents**

[I. INTRODUCTION 3](#_Toc29215940)

[II. GENERAL RULES AND REGULATIONS 4](#_Toc29215941)

[A. RESIDENTIAL USE 4](#_Toc29215942)

[B. APARTMENT AREAS 4](#_Toc29215943)

[C. LEASING 5](#_Toc29215944)

[D. KEY FOBS 5](#_Toc29215945)

[E. PARKING 5](#_Toc29215946)

[F. VEHICLES 6](#_Toc29215947)

[G. GARAGES 7](#_Toc29215948)

[H. INSURANCE 7](#_Toc29215949)

[I. SIGNS 8](#_Toc29215950)

[J. HOLIDAY DECORATIONS 10](#_Toc29215990)0

[K. ANIMALS 11](#_Toc29215995)1

[L. TRASH 12](#_Toc29215996)2

[M. BURNING 13](#_Toc29215997)3

[N. MOLD 13](#_Toc29215998)3

[O. QUIET ENJOYMENT 13](#_Toc29215999)3

[P. CONTRACTOR GUIDELINES 15](#_Toc29216000)5

[Q. GUEST POLICY 15](#_Toc29216001)5

[III. RULES AND REGULATIONS REGARDING FACILITIES AND AMENITIES 16](#_Toc29216003)

[A. GENERAL USE GUIDELINES 16](#_Toc29216004)6

[B. POOL 16](#_Toc29216005)6

[C. PARKS 18](#_Toc29216006)8

[E. FACILITY RESERVATIONS AND USE RULES](#_Toc29216023) 19

[F. DOG PARK 22](#_Toc29216024)2

[IV. RULES AND REGULATIONS REGARDING VIOLATION ENFORCEMENT PROCESS 23](#_Toc29216025)3

[V. RULES AND REGULATIONS REGARDING DELINQUENT ASSESMENT COLLECTION POLICY 25](#_Toc29216028)4

[VI. RULES AND REGULATIONS REGARDING ASSIGNMENT OF RENTS 27](#_Toc29216029)6

[VII. RULES AND REGULATIONS REGARDING INTERNAL DISPUTE RESOLUTION 28](#_Toc29216030)7

[A. PURPOSE 28](#_Toc29216031)7

[B. PROCESS 28](#_Toc29216032)7

[C. RESOLUTION](#_Toc29216033) 28

[D. EFFECT](#_Toc29216034) 28

[VIII. GREAT PARK ELECTION RULES & PROCEDURES 28](#_Toc29216035)

[A. APPLICATION OF RULES. 28](#_Toc29216036)

[B. MEMBERSHIP VOTING 28](#_Toc29216037)

[C. RECORD DATE. 29](#_Toc29216038)

[D. CANDIDATE QUALIFICATIONS. 29](#_Toc29216039)

[E. DIRECTOR REQUIREMENTS 29](#_Toc29216040)

[F. NOMINATIONS. 31](#_Toc29216041)0

[G. BALLOT DISTRIBUTION. 31](#_Toc29216042)0

[H. SOLICITATION MATERIALS. 31](#_Toc29216043)0

[I. PROXIES. 32](#_Toc29216044)1

[J. AVAILABILITY OF MEETING SPACE. 32](#_Toc29216045)1

[K. SELECTION OF INSPECTOR(S) OF ELECTION 32](#_Toc29216046)1

[L. MEETING CONDUCT. 32](#_Toc29216047)1

1. INTRODUCTION

Great Park Neighborhoods (the “**Community**”) consists of the Lots and Condominiums which have been annexed into the Community so as to the subject to that certain “Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Great Park Neighborhoods” recorded on October 25, 2013 as Instrument No. 2013000599972 in the Official Records of Orange County, California, as same may be re-recorded, restated and/or amended from time to time (the “**Master Declaration**”) and to the jurisdiction of the Great Park Neighborhood Community Association (the “**Master Association**”). Upon the close of escrow for the purchase of a Lot or Condominium in the Community, the purchaser(s) of such Lot or Condominium automatically become(s) an “Owner” in the Community and a “Member” of the Master Association.

The Master Association is responsible for, among other things, managing and maintaining the real property which is owned by the Master Association (the “**Master Association Property**”) and certain other property which the Master Association does not own but which it is obligated to maintain (the “**Maintenance Areas**”) (including, without limitation, the recreational amenities, private streets, landscaped areas, etc.) within the Community, as more particularly set forth in that certain “Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Great park Neighborhoods” recorded on October 25, 2013 as Instrument No. 2013000599972 in the Official Records of Orange County, California, as same may be re-recorded, restated and/or amended from time to time (the “**Master Declaration**”). The Master Association will maintain the Master Association Property (and the Maintenance Areas) in a neat, clean and attractive manner so that the recreational amenities and other improvements which are intended for use and enjoyment are available for use and enjoyment by the Members, and their family members, tenants, lessees and their respective guests and invitees.

(Various capitalized words and phrases used herein are defined in the Master Declaration, and unless otherwise indicated herein, such words and phrases shall have the same meaning herein as is ascribed to them in the Master Declaration.)

**PURPOSE**

As provided above, the Community is subject to the Master Declaration and to the other “Master Association Documents” referenced in the Master Declaration. In order to protect and preserve the desirability and attractiveness of the Community, the additional limitations and restrictions set forth in these Rules and Regulations are placed on all Members. Specifically, these Rules and Regulations include, among other things, use restrictions, enforcement procedures, and election policies and procedures applicable to the Community.. Members should carefully read and understand the Rules and Regulations in their entirety. These Rules and Regulations are subject to change as provided in the Master Declaration.

##### GOALS

* To ensure fair and uniform procedures that preserve the integrity of the overall Community and non-discriminatory treatment for all Members of the Master Association;
* To supplement and further define, as necessary, the general issues addressed in the Master Declaration; and
* To reflect the changing needs of the Community as the Community matures and evolves over time.
1. GENERAL RULES AND REGULATIONS

The following constitute the Rules and Regulations of the Great Park Neighborhoods Community Association, as referenced in the Master Declaration. If authorized by the Board of Directors, designated employees of the property management company for the Community (and designated employees of the Master Association) (“Management”) shall have the authority to make limited adjustments to these Rules and Regulations applicable to the recreational amenities in anticipation or resulting from seasonal holidays, special events, weather conditions, unusual circumstances, nuisances, safety concerns, injury and/or damage resulting from operations and use.

1. RESIDENTIAL USE
2. Each Dwelling shall be used as a private residence for a single family and for no other purpose, except as follows:
3. The hiring of employees or contractors to provide maintenance, housecleaning, gardening, construction or repair of any Improvement consistent with the Governing Documents.
4. The operation of any business permitted by law (e.g., a family day care center pursuant to the California Health and Safety Code) so long as such business complies with all applicable laws and codes.
5. The operation of small home-office based businesses that comply with all of the following:
6. The operator of the business resides in the Dwelling on a permanent, full-time basis;
7. The activities take place solely and completely within the Dwelling;
8. There is no external evidence of such business activities;
9. The business complies with all of the requirements set forth in the Master Declaration; and
10. The activity complies with all federal, state, and local regulations and ordinances.
11. The Board of Directors has the power to limit or prohibit the use of Master Association recreational amenities by non-resident clientele of business permitted by law and by non-resident employees, clientele and/or other persons relating to a home-based business.
12. No Dwelling shall be used solely for non-residential purposes.
13. No Owner may physically or legally subdivide the Owner’s Dwelling in any manner, including, without limitation, dividing such Owner’s Dwelling into time-share estates or time-share uses.

1. LEASING
2. For the purposes of these Rules and Regulations, a tenant shall be defined as anyone in possession of all or part of an Owner’s residence in exchange for any sort of consideration.
3. All of the restrictions regarding leasing set forth in the Master Declaration must be satisfied;
4. The Owner shall have the responsibility to acquaint his or her tenants with the Governing Documents.
5. The Owner shall assign their rights to use the recreational amenities located on the Master Association Property during the term of the lease or rental agreement to the lessee or tenant and may not retain a concurrent right to use such recreational amenities. The Owner may retain the right of ingress, egress and access over any private streets as necessary to gain access to his Lot or Condominium Unit.
6. Assessments shall remain the responsibility of the Owner during the term of any lease or rental agreement. Owners cannot delegate this responsibility to their tenants.
7. Disturbances and disorderly conduct by tenants may result in a fine or legal action against the Owner.
8. Owners shall register their tenants with Management through completing the Tenant Registration Form. Please see Exhibit 3 for the Tenant Registration Form.
9. KEY FOBS
10. The initial two (2) key fobs will be issued to the Owner of each property at no cost. There shall be no more than two (2) key fobs issued for each property.
11. It is the Owner’s responsibility to provide tenants with all key fobs issued for the property.
12. In the event that replacement key fobs are needed, resident must submit a completed a Key Fob Request Form. Replacement key fobs will require a non-refundable fee prior to issuance. Any lost key fobs will be deactivated. Please see Exhibit 4 for the Key Fob Request Form.
13. Prior to issuance of a key fob, tenants must submit a copy of their signed lease agreement, and a completed the Tenant Registration Form.
14. PARKING
15. All vehicles in the Community shall be parked in accordance with the parking restrictions set forth in the Master Declaration, which restrictions, include, without limitation, the following:

* 1. In no event will parking be permitted along any portion of any street designated as a “Fire Lane.” Vehicles parked in fire lanes are subject to immediate tow without warning.
	2. Vehicles parked in violation of the parking restrictions shall be subject to immediate towing. The owner of such vehicle shall be responsible for all costs incurred to remedy the violation, including, but not limited to, towing costs, citations and legal fees.
	3. Major repairs to any vehicle of any kind whatsoever upon the Master Association Property, any Lot or Condominium, on any street or elsewhere within the Community is prohibited, except for emergency repairs and then only to the extent necessary to enable the vehicle to be moved to a proper repair facility.
	4. Any parking spaces within the Master Association Property shall be available on a first-come, first-served basis.
	5. All vehicles must be moved every 72 hours, or will be considered stored and subject to citation(s), fines, or towing, at the owner’s expense. If a vehicle is cited for being parked in one location for more than seventy-two (72) hours, to avoid additional citations, fines, or towing, the vehicle must be moved a minimum of ten (10) feet from where the vehicle was originally cited.
	6. No storage units (i.e. PODS) may be parked or in any way placed on common area, including all motor courts. Storage units may be parked on an Owner’s driveway that does not overhang into the street or sidewalk, for a period of no longer than seven (7) days. Any damage caused by the container shall be the responsibility of the Owner.
1. VEHICLES
2. Authorized Vehicles: Any non-commercial, standard passenger automobile (including sports utility vehicles, vans, pick-up trucks and similar vehicles up to and including one [1] ton when used for everyday transportation) may be parked within the respective resident’s garage, on the side of a street if permissible, or on the driveway, but the vehicle may not extend into a sidewalk or beyond the curbline or impede access over any street.
3. Prohibited Vehicles: Unless approved by the Master Association Design Review Committee, the following are prohibited from parking, storing or keeping on any portion of the Master Association Property, on a Lot or Condominium or on any private street in the Community:
4. Any large commercial type vehicle (including, but not limited to, stake bed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines).
5. Any recreational vehicle (including, but not limited to, campers, motor homes, trailers, boats, jet skis, aircraft, mobile homes or other similar vehicles).
6. Any oversized vehicle (i.e., a vehicle that exceeds seven feet (7’) in height, seven feet (7’) in width and nineteen feet (19’) in length [e.g., a limousine]), except for purposes of loading, unloading, making deliveries or performing emergency repairs.
7. Except for the private streets and any other areas expressly authorized and regulated by the Master Association for vehicular use, no vehicles of any kind shall be operated or otherwise used on, over or across any portion of the Master Association Property.
8. Electric vehicle charging cables must be stored out of sight when not in use. Charging cables may not be placed on, over or across any portion of the Master Association Property.
9. GARAGES
10. Garages shall be kept readily available for parking of permitted vehicles at all times and shall not be used to store any goods or materials therein or use any portion of the garage for a workshop or other use which would prevent the parking of the number of vehicles therein for which said garage was originally designed and constructed.
11. The Master Association shall have the right to inspect any garage within the community to verify compliance with the restrictions.
12. All garage doors shall remain closed at all times, except as reasonably required for entry to and exit from the garage and for limited periods of time when necessary for cleaning, organizing, removing or adding storage items, seasonal decorations and the like.
13. No garage may be used for any dwelling, commercial, recreational or other purpose.
14. No hosing down of garages, driveways or walkways with detergent or chemicals is allowed.
15. INSURANCE
16. No materials of any kind may be kept on nor any activities allowed to be conducted on any Lot or Condominium or on the Master Association Property or Maintenance Areas which will increase the rate of insurance on the Master Association Property or Maintenance Areas without the approval of the Board of Directors.
17. No materials of any kind may be kept on nor any activities allowed to be conducted at any Lot or Condominium or on the Master Association Property or Maintenance Areas which will result in the cancellation of insurance on the Master Association Property or Maintenance Areas or which would be in violation of any law.
18. Owner’s insurance policies may not adversely affect or diminish any coverage under any of the Master Association’s insurance policies.
19. Upon request, Owners shall provide a copy of their policies of insurance to the Master Association.
20. If any loss intended to be covered by Master Association’s insurance occurs and the proceeds payable are reduced due to insurance carried by any Owner, such Owner shall assign the proceeds payable of the Owner’s insurance to the Master Association, to the extent of such reduction, for application to the same purposes as the reduced proceeds are to be applied.
21. Each Owner is liable to the Master Association for any damage to the Master Association Property and/or Maintenance Areas not fully reimbursed to the Master Association by insurance proceeds (including any deductible amounts under any insurance policies against which the Master Association may file a claim for such damage) which damage, after Notice and Hearing, was determined by the Board to be the result of negligent or intentional acts or omissions of an Owner, the members of his family, or his tenants, lessees or invitees. The Master Association is not obligated to file an insurance claim for such damage, but rather may seek full recovery from the Owner liable for such damage as provided above.

NOTE: If, by reason of the occupancy or use of said premises by the Owner, the rate of insurance on the Master Association Property or Maintenance Areas shall be increased, the Owner shall become personally liable for the additional insurance premiums.

1. SIGNS
2. The posting or displaying of any sign, including but not limited to, noncommercial signs, banners, posters or flags within the Dwelling or yard, window, door, balcony or outside wall of a Dwelling is permissible using the following guidelines:
	1. No permitted sign shall be allowed to fall into disrepair or become unsightly, as determined by the Board or the Design Review Committee.
	2. Signs shall not be larger than 9 square feet.
	3. Flags and banners may be no larger than 15 square feet.
	4. Signs may be made of paper, cardboard, cloth, plastic, or fabric.
	5. Signs may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping or decorative component, or include the painting of architectural surfaces.
	6. Signs may be prohibited as required for the protection of public health or safety or if the posting or display would violate a local, state, or federal law.
	7. Unless specifically allowed by the Design Review Committee, signs shall not be placed on the Master Association Property and/or Maintenance Areas (including, but is not limited to, recreational facilities, landscaping, median islands, parkways, poles and buildings).
	8. No commercial sign or billboard of any kind shall be displayed to the public view on any portion of the Community, except such signs as may be used by Declarant (or by a Merchant Builder, the Enterprises Corporation or other person or entity, each with Declarant’s written consent)
3. SECURITY SIGNS AND ADDRESS SIGNS
4. Each Residence may have one (1) nameplate or similar Owner name or address identification sign which complies with the Design Guidelines.
5. Each Residence may have one (1) sign advising of the existence of security services protecting the Dwelling which complies with the Design Guidelines.
6. REAL ESTATE SIGNS, FOR RENT AND OPEN HOUSE SIGNS
7. Owners may display on their property one (1) professionally made real estate sign which is reasonably located in plain view of the public and which does not adversely affect public safety advertising the property for sale, lease or exchange in accordance with California Civil Code Section 712.
8. For purposes of this rule, a real estate sign of 18” x 30” (dimensions) shall be considered of reasonable size.
9. A “gallows” type post may be used to hang or display a real estate sign on a single-family residence and shall not be more than 3’ in height above the ground level.
10. Real estate signs may have one additional box for containing papers, photos, or other sales materials. Real estate signs may have one additional rider.
11. “OPEN HOUSE” signs may be allowed, so long as:
12. Signs are to conform to the following: (i) no larger than 10" x 30" and professionally made, (ii) generic green and white signs only, (iii) the words "OPEN HOUSE" and an arrow only. The agent owning the "Open House" sign may place his/her name or business entity and phone number on a sign in green ink with letters a maximum of one inch high, and no length restrictions. Photos and logos are not permitted on Open House signs.
13. Open House signs not conforming to these standards may be immediately removed and disposed of at the Owner’s expense.
14. Only two (2) signs (in total) are permitted on each corner of a street. For example, at a four-way intersection, there are four corners where only eight (8) signs may be placed regardless of the number of open houses being conducted.
15. A total of no more than four (4) signs may be placed per open house.
16. Open House signs are not permitted to be placed in front of or in a location that obstructs the view of a Community sign and may not remain on any portion of the Master Association Property or Maintenance Area overnight. Open House signs may be placed at a reasonable time prior to the open house and must be removed immediately after the open house.
17. No riders or flags are permitted on or hanging from an Open House sign.
18. Open House signs shall not hang more than 3’ in height above the ground level.
19. Open House signs must be related to a current listing.

1. GARAGE AND ESTATE SALE SIGNS
2. Signs must conform to the following: (i) not exceed 10" x 30" in dimension, (ii) be tastefully made, (iii) generic signs only containing the words "GARAGE SALE" or “ESTATE SALE” and an arrow.
3. No riders or flags are permitted on or hanging from a garage sale or estate sale sign.
4. The sign(s) may be placed no earlier than 12 hours prior to the beginning of the garage sale or estate sale and must be removed within 6 hours after the end of the garage or estate sale.
5. Garage or estate sale signs may not be affixed to any permanent fixtures including, but not limited to, street light poles, parking signs, utility boxes and landscaping.

1. FLAGS

1. Any well maintained, reasonably sized, U.S. flag or other flag may be displayed on private property.
2. Proper U.S. flag etiquette should be observed by the person(s) displaying the U.S. flag.
3. The installation of a flag pole must be approved by the Design Review Committee.
4. Any flags falling into disrepair must be replaced, repaired, restored or removed immediately by the flag’s owner.
5. Any flags that pose a health and/or safety risk for any reason including, but not limited to, size, location, etc. are not permitted.
6. Flags may not contain a commercial theme or message, and may not contain words or graphics that identify or promote any commercial product, industry, good, service and/or enterprise, or the like.
7. HOLIDAY DECORATIONS
8. No holiday decorations may be displayed on Master Association property.
9. Detached Condominiums: Holiday decorations may only be displayed on the dwelling unit. Holiday decorations placed on any portion of the Maintenance Areas may cause landscape services to be forfeited. Master Association will not be responsible for any damage that may happen to personal holiday décor items during the course of regular maintenance of this areas.
10. The following holiday decorations policy is designed to help avoid adverse visual impact and ensure the safety of Residences and residents:
11. Holiday decorations and/or lighting may not be displayed more than sixty (60) consecutive days nor more than a total of ninety (90) days in a calendar year.
12. Lit and inflatable displays must be turned off no later than 11:00 p.m. each night. Lights must not cause light glare or other safety hazards related to vehicular or pedestrian traffic and must not unreasonably affect surrounding homes.
13. ANIMALS
14. The following animals may be kept within each respective Lot or Condominium:
15. Common domesticated household animals (e.g., dogs, cats, birds or fish), or
16. Subject to prior approval of either the Board of Directors (or the board of directors for a Neighborhood Association to which such Owner is subject), as applicable, an “exotic animal.” An “**exotic animal**” shall mean any type of snake, any reptile which can grow to a length longer than two feet, any form of livestock, any type of spider, any animal which is poisonous or which would pose a risk of harm to any person or to a common domesticated household animal if such exotic animal escaped from its respective Lot or Condominium, or any other animal (other than a common domesticated household animal) which may be designated from time to time as an exotic animal by the Board (or by board of directors of the Neighborhood Association to which such Owner is subject), as applicable.

1. “Exotic animals” within the community require prior application to either the Board (or the board of directors for the Neighborhood Association to which such Owner is subject), as applicable, for permission to keep an exotic animal, and the Board (or the board of directors for the Neighborhood Association to which such Owner is subject) shall give reasonable notice and hold a hearing on such application as provided in the Master Declaration.
2. In all cases, animals may only be kept in accordance with applicable City ordinances and codes, and may not be kept, bred or maintained for any commercial purpose or in unreasonable numbers as determined by the Board (or the board of directors for a Neighborhood Association), as applicable, from time to time.
3. Any excrement or other unclean or unsanitary condition caused by an animal anywhere within the Community must be immediately removed and/or disposed of.
4. All animals must be kept either within an appropriate enclosure, or the yard or patio, or on a leash held by a person capable of controlling the animal.
5. Animal nuisance complaints shall first be directed to the City and/or County animal control department.
6. Upon the approval of a majority of a quorum of the Board (or the board of directors for the Neighborhood Association to which an Owner is subject), as applicable, such Board (or board), as applicable, may prohibit the maintenance of any animal (including any common domesticated household animal or any previously approved exotic animal) which, in the opinion of the Board (or board), as applicable, constitutes a nuisance to any other person.
7. Every person keeping an animal within or bringing an animal into the Community shall be liable pursuant to the laws of the State of California to any and all persons for any injury to persons or damage to property caused by such animal.
8. TRASH
9. Littering is prohibited.
10. No discharge of fertilizer, pesticides, and wastes to the adjacent Private Streets or Neighborhood Streets, or in any areas that will discharge to offsite storm drains.
11. No weeds, rubbish, trash, garbage, waste or recyclable matter, debris, unsightly material or objects shall be kept or permitted upon any portion of the Community, except in sanitary containers located in appropriate areas screened and concealed from view.
12. All rubbish, trash, garbage, waste and recyclable material shall be placed in closed containers approved by the applicable Public Agency.
13. All trash containers shall be located out of public view, except when placed for pickup and except for trash containers permanently installed by the Master Association or approved by the Design Review Committee.
14. Trash may be kept in individual and sanitary containers in rear yards or garages, and each Owner shall at all times maintain adequate space in the garage or rear yards for storage of trash containers.
15. Trash containers may be placed for pickup no more than 12 hours before and after scheduled trash collection hours.
16. No resident shall permit any odor to arise therefrom so as to render any Lot or Condominium unsanitary, unsightly, offensive or detrimental to any other Lot or Condominium in the vicinity thereof or to its occupants.

If trash bins are located in the trash areas in the Master Association Property, all residents shall utilize such trash bins for the disposal of their trash. Excessive trash shall not be put in trash bins in a manner that causes the trash bin to overflow.

1. Dumping of household trash in Master Association Property trash bins is prohibited.
2. Trash containers must be labeled with the property’s street address number with a 2” label. If the property address is 123 Main Street, “123” is the required information on the front and the top of the trash containers. Labels may be stickers, written, painted, or otherwise applied. Labels must not interfere with the collection of the trash container.
3. BURNING
4. Outdoor fires are expressly prohibited, except in appropriate barbecues or in fire rings approved by the City and the Master Association Design Review Committee, as applicable.
5. Any wood-burning devices, such as a fireplace or wood-burning stove, that is permanently installed indoors or outdoors so that it is attached to the ground or wall and is not readily moveable, is prohibited within the Community. All permanently installed fireplaces in the Community must be natural gas fueled fireplaces.
6. Wood burning is prohibited.
7. MOLD
8. It is the Owner’s responsibility to monitor Owner’s Residence on a continual basis for excessive moisture, water and mold accumulation.
9. QUIET ENJOYMENT
10. Noxious or offensive activities are prohibited in the Community, or on any public street abutting or visible from the Community.
11. No activity may be performed nor any material of any kind shall be kept within or upon a respective Lot or Condominium which will obstruct or interfere with the rights of quiet enjoyment of the other occupants in the Community, or annoy them by unreasonable noises or otherwise, nor will any Owner commit or permit any nuisance on his Lot or Condominium.
12. No electronic equipment or other items which may unreasonably interfere with the television or radio reception shall be located, used or placed on any portion of the Community, or exposed to the view of other Owners.
13. Each Owner shall comply with all of the requirements of the Board of Health and of all other governmental authorities with respect to his Lot or Condominium.
14. All refuse containers, woodpiles, storage boxes, tools and equipment shall be prohibited on any Lot or Condominium unless obscured from view by a fence or appropriate screen approved by the Design Review Committee or by a Neighborhood Association Design Review Committee, as applicable.
15. Clotheslines or drying racks are only permitted in an Owner’s rear yard, as defined by Civil Code 4750.10.
16. No shoes or shoe racks are to be stored in a visible location.
17. Exercise equipment may not be stored on balconies, decks, or patios.
18. No canopies or shade structures (e.g. EZ UP) intended for temporary use.
19. Each Owner (and any Neighborhood Association) shall be liable to the Master Association for any and all costs and expenses which may be incurred by the Master Association to repair any damage to the Master Association Property and/or Maintenance Areas which may be sustained by reason of the negligence or willful misconduct of said Owner, the members of his family, his tenants, lessees, or their respective guests or invitees, whether minor or adult (or of said Neighborhood Association). Any such costs and expenses shall be levied by the Board as a Compliance Assessment against such Owner (or Neighborhood Association) in accordance with the provisions of this Master Declaration.
20. Nuisance devices may not be kept or operated in the Community or on any public street abutting the Community, or exposed to the view of the other Dwellings of the Master Association Property or Maintenance Areas . Nuisance devices include the following:
21. All horns, whistles, bells, or other sound devices (except security devices used exclusively to protect the security of a Residence or a vehicle and its contents and except for such devices that may be required by the City or County);
22. Noisy or smoky vehicles, power equipment (excluding lawn mowers and other equipment used in connection with ordinary landscape maintenance), and Prohibited Vehicles (unlicensed off-road motor vehicles);
23. Unreasonable levels of noise from a barking dog, squawking birds or other animals kept on a Lot or Condominium in the Community (for example, chronic daily nuisance barking by a dog over extended periods of time);
24. Devices that create or emit loud noises;
25. Noxious odors;
26. Construction or demolition waste containers (except as permitted in writing by the Design Review Committee);
27. Devices that unreasonably interfere with television, radio, telephone, cellular or mobile phone reception on internet access to a Dwelling;
28. Plants or seeds infected with noxious insects or plant diseases;
29. The presence of any other thing in the Community which may increase the rate of insurance in the Community, result in cancellation of the insurance, obstruct or interfere with the rights of other Owners or the Master Association, violate any law or provisions of the Master Declaration, or constitute a nuisance or other threat to health or safety under applicable law or ordinance.
30. The creation of unreasonable levels of noise from parties, music (recorded or live), radios, television or related devices is prohibited.
31. The Board (or the board of directors for the Neighborhood Association to which an Owner is subject), as applicable, shall have the right to determine if any noise, odor, interference or activity producing such noise, odor or interference constitutes a nuisance.
32. Due to safety, noise and privacy concerns, the use of and any other similar device (including, but not limited to, remote control planes, helicopter, or other remote, radio and wireless controlled flying device) (collectively “Prohibited Aircrafts”) are prohibited in the community. Owners are responsible for personal injury and property damage which are caused or contributed by the use of a Prohibited Aircraft, and shall defend and indemnify the Association from any and all claims and liabilities.
33. CONTRACTOR GUIDELINES

An Owner engaging a contractor to perform work on his Lot or Condominium must ensure that such contractor adheres to all of the following:

1. Contractor shall abide by all parking guidelines, traffic safety rules and signs, posted and otherwise.
2. Vehicles and other equipment must be parked in such a manner so as not to block traffic or access to fire hydrants, driveways, or streets.
3. Contractors will not leave vehicles, equipment, trash, construction debris or material on any street (public or private), sidewalk, or common area overnight.
4. Portable toilets may only be kept on an Owner’s Lot or Unit during active construction.
5. Contractors should adhere to all City and County Guidelines, the WQMP and local agency policies during the course of performing the work.
6. Permitted work hours currently are:

 7 A.M. to 7 P.M. Monday through Friday

 9 A.M. to 6 P.M. Saturdays

 No construction on Sundays or Federal Holidays

In all cases, work hours shall comply with work hours permitted by the City.

1. RULES AND REGULATIONS REGARDING FACILITIES AND AMENITIES
2. GENERAL USE GUIDELINES

The following general use guidelines are applicable to all Community facilities and amenities:

1. The use of the facilities and amenities is restricted to Members and their guests for personal use only.
2. The facilities cannot be used for personal financial gain or commercial activity.
3. Smoking is prohibited inside or outside any of the facilities.
4. Unless otherwise indicated, wheeled or motorized recreational toys are not permitted in any of the facilities or amenities.
5. E-bikes are prohibited from use within landscaped and/or vegetative areas and within GPN facilities, including but not limited to parks, greenbelts, roundabouts, clubhouses, pool decks, and sport courts. E-bikes shall include, but not limited to, Type 1 (pedal assist), Type 2 (throttle only), and Type 3 (pedal assist 29mph).
6. Any and all programmers offering group lessons or instructional services must obtain a license from the Association in order to conduct such services on the Association property. “Group” shall be defined as any combination of individuals and/or guests from more than one GPN household. All programmers must agree to indemnify and defend the Association against all losses or claims related to the programmer’s services, and provide evidence of liability insurance to the Association. Unlicensed programmers will be requested to leave the property.
7. When not otherwise reserved or in use, members and residents may utilize the facilities during operational days and hours for the purposes described in California Civil Code Section 4515(b)(1)-(2). Such use is subject to these rules and the responsible member or resident submitting an application form and agreement for use of the facilities. Notwithstanding these rules, use of the facilities for the purposes described in California Civil Code Section 4515(b)(1)-(2) shall not be subject to a fee or deposit.
8. Passive Use Areas are defined as areas that may be used by residents on a first come, first serve basis for informal gatherings that do not require a reservation. Passive Use areas include but are not limited to:
* Outdoor seating near clubhouses when they are not in use by a scheduled reservation
* Picnic Tables
* Fire Pits
* Pools
* Barbeques not located immediately next to a clubhouse

Use of Passive Use Areas shall comply with the following guidelines:

* Gatherings must be fewer than 10 people.
* No decorations of any kind may be used, including balloons, banners, streamers, signs, flags, etc.
* Large meal settings including catering trays, buffets, and serving trays/platters are not allowed.
* Depositing large amounts of trash in or around the garbage cans is prohibited.
* All Passive Use activities that could not be ended within approximately 5 minutes, leaving the area looking as it did prior to use are prohibited.

All furniture must remain in current locations.

* All amenities must be used as intended.

If you’d like to host a larger event, please contact the Reservations Team at gpnreservations.ca@fsresidential.com and our team will be happy to assist you in reserving a clubhouse.

1. POOL
2. Hours: 6 a.m. – 10 p.m, or as otherwise posted. (All facilities with exception of those listed below; hours may fluctuate based upon the needs of the Community.)

1. No Lifeguard on duty! Swim at your own risk.
2. For health reasons, any individual with incontinence issues or wears diapers, including children who are not potty-trained, must wear rubber/plastic/vinyl swim pants in place of or in addition to a swim diaper when in the water.
3. Changing diapers in or around the pool area is not permitted. Diaper changing tables are provided in the restroom facilities.
4. Children under the age of fourteen (14) should be accompanied by a responsible adult age eighteen (18) or older.
5. No running, diving, glass containers or pets within the pool area.
6. Alcoholic beverages are prohibited.
7. Smoking in and around the pool facilities is prohibited.
8. Balls, air mattresses, boogie/body boards, swim noodles, inflatable devices or other similar devices are not permitted in the pool. U.S. Coast Guard approved life preserves, infant swing rings, and other non-inflatable devices are allowed. Kick Board use is allowed for instructional swimmers only; they are not to be used as life safety device.
9. “Squirt” guns, water guns, or water cannons of all types are prohibited in the pool area.
10. Proper swim attire is required in the pool.
11. Bicycles, roller-skates, in-line skates, skateboards, and any other wheeled or motorized toys are not permitted anywhere within the gated areas of the pools.
12. Be considerate of noise levels.
13. Portable barbecues, amplified sound including but not limited to boom boxes, PA s, bands, or disc jockeys are not permitted.
14. Party decorations such as balloons, goodie bags, poppers, and streamers are not allowed in the pool area.
15. The Master Association reserves the right to deny use of the pool to anyone at any time.
16. The Master Association is not responsible for accidents or injuries.
17. In case of an emergency, call 911.
18. All injuries or accidents involving these facilities must be reported to the Master Association.
19. Use of the pool is restricted to Owners and their family members and guests or to an Owners’ tenants/lessees and their family members as guests as provided above.
20. Use of all facilities is at the user’s own risk.
21. Owners are responsible for compliance with all Community Rules and Regulations by their family members, guests, tenants, and their tenants’ family members and guests.
22. Owners are responsible for ensuring that access gates to any recreational amenity properly close when entering or leaving such amenity.
23. Except for service animals and except for previously approved sponsored activities which include pets, pets are not allowed in any Community pool facilities.
24. No SCUBA activity is permitted.
25. The fire pits shall not be used for burning or cooking of any items.
26. PARKS

 The following general use guidelines are applicable for all Master Association maintained parks:

1. Parks are open to regular public access, use hours are posted.
2. Use of parks in inclement weather is prohibited. Parks are for passive use and are not for use for league or structured activities.
3. All trash must be removed or deposited in the trash receptacles.
4. Smoking in and around the pool facilities is prohibited.
5. All pets must be kept on a leash at all times and Owners must promptly dispose of their pet’s waste.
6. Unless otherwise reserved, use of any amenities such as picnic tables, barbeque grills, etc. is on a first-come, first-served basis.
7. The reservation and use of the park amenities is restricted to Owners and their family members and guests or by the Owner’s tenants/lessees and their family members and guests for their personal use only. The Owner reserving the amenity must be present at all times during the reservation period. Please contact Management for reservation and availability information.
8. Operators of recreational conveyances like bicycles, skateboards, scooters, skates or rollerblades must also observe the following rules:
	1. The use recreational conveyances are considered hazardous activities. The Master Association does not assume any responsibility for injury or death.
	2. No operator or passenger shall engage in any dangerous or reckless activity.
	3. Use may not cause property damage, excessive noise, or violate other common area rules. This includes, but is not limited to, “grinding” on surfaces and excessive marking from wheels or brakes.
	4. All conveyances must be used or operated while user is in the upright position.
	5. The use of ramps, jumps or any other device used to force or allow any bicycle, skateboard, scooter, skates or rollerblades off the pavement is prohibited.
	6. Keep off all stairs, handrails, fences, and walls.
	7. Helmet use may be required by California law in some cases is encouraged for all use. Use of elbow pads, knee pads, or other safety equipment is highly encouraged. All equipment must be in good condition at all times during use.
	8. All users must practice safety at all times and avoid collisions with others.
	9. Any person failing to comply with these rules shall be subject to disciplinary action, including but not limited to, immediate removal from the facility, fines, and suspension of use privileges.
9. FACILITY RESERVATIONS AND USE RULES
10. The reservation and use of the facilities is restricted to Owners in good standing (i.e. not delinquent in payment of assessments and not in violation of the Master Association’s governing documents) or to an Owner’s tenants/lessees for their personal use only.
11. The resident reserving the facility must be present at all times during the reservation period.
12. The resident reserving the facility must complete a Reservation Form and Facility Use Agreement (both available from Management and the community website) to reserve the facility. Use of the facilities is subject to these Rules and Regulationsand the Facility Use Agreement.
13. All reservations must be made at least fourteen (14) days prior to the date requested, and no more than six (6) months in advance and cannot be reserved for more than one day in a consecutive seven (7) day period.
14. The total number of guests may not exceed the maximum occupancy as designated and posted within each of the facilities.
15. Insurance coverage is required for use of any Master Association recreational amenities as stated in the Facility Use Agreement. Proof of insurance must be provided as required by the Facility Use Agreement. FAILURE TO DO SO SHALL OPERATE AS A CANCELLATION OF THE OWNER’S RESERVATION AND A FORFEITURE OF THE RENTAL FEE.
16. If alcohol is to be served at any function at any of the facilities, the Owner must provide an insurance rider (Certificate of Insurance) naming Great Park Neighborhoods Community Association and Management as Additional Insured parties, providing liability insurance coverage in an amount no less than $1,000,000.00 in order to reserve the facilities for my event.
17. The rental fee and security deposit must be paid at the time the reservation is made. A guard attendant fee, if applicable, is also due at the time of the reservation. Deposit amounts will be returned by mail following the event, less any offsets made by the Master Association (e.g., cleaning charges, repairs costs, fines, etc). Rental fees are non-refundable and will be retained by the Master Association if the event is cancelled within twenty-one (21) days of the event, or due to the Owner’s failure to submit proper proof of insurance. Reservation fees and deposit amounts can be obtained from Management.
18. Failure to follow all Facility Reservation and Use Rules and/or the Facility Use Agreement constitutes a violation of these Rules and Regulations. Violations of any of these Rules and Regulations may result in closing down the reserved event/party; the loss of some or all of the deposit; the imposition of additional fines/penalties (e.g., a Compliance Assessment); suspension of the Owner’s right to reserve Master Association recreational amenities in the future; and such other and additional actions as the Board of Directors determines to be appropriate, after Notice and Hearing.
19. All musicians, D.J.s, equipment, stereos and speakers must be confined to the interior of any clubhouse building. Amplification and music is not allowed to project outdoors. Clubhouse doors must remain closed during the time of the reservation. Volume must be maintained within acceptable levels at all times as determined by Association staff or an authorized representative.
20. All music and amplified sound must be turned off no later than 10:00 P.M.
21. Outdoor music may be permitted in designated areas at specific parks per the Reservation Form and Facility Use Agreement. All outdoor music is subject to a two (2) hour time block and must end no later than sunset. Volume must be maintained within acceptable levels at all times as determined by Association staff or an authorized representative. Please contact Management for further information regarding designated facilities where outdoor music is permitted.
22. Evening reservations must terminate at 11:45 P.M, including clean-up time.
23. All persons attending the event must vacate the reserved area(s) at or before the end of the reservation time.
24. The resident reserving the facility is responsible for the cleanup of the reserved area and removal of all trash to an appropriate trash receptacle at or before the end of the reserved time period. Any extra cleaning costs incurred by Master Association will be deducted from the deposit.
25. The resident must arrange for all pick-ups and deliveries to be made within the reserved time period.
26. Except for service animals and except for previously approved sponsored activities which include animals, animals are not allowed in any clubhouse facilities.
27. Smoking is not allowed inside or outside any of the facilities.
28. The use of illegal drugs in any amenity is prohibited.
29. All forms of fireworks are prohibited.
30. No person shall carry and/or discharge any firearm or other weapon at any Master Association amenity.
31. Furniture must not be removed from any of the facilities. Furniture may be moved around inside the rooms except as noted. All furniture inside and outside the facilities must be put back in the manner in which it was found. Indoor furniture must not be moved outdoors, and outdoor furniture must not be moved indoors.
32. The reservation of the facilities does not include use of the pool by attendees of the event. The person making the reservation is responsible for ensuring that none of the guests use the pool, pool deck or spa areas.
33. No portable heating and/or cooking devices are allowed within the facilities or are to be used for the event. A food truck or single cooktop vendor fueled by a single propane tank not to exceed 30lb propane tank (e.g. taco catering) is permitted in designated outdoor areas at specific parks. Please contact Management for further information regarding designated facilities where outdoor music is permitted.
34. Open flames, candles, sternos, tiki torches, and other similar items are not permitted at any time within any Master Association recreational amenity.
35. All signs, balloons, confetti, or decorations of any kind, including but not limited to names, directions or otherwise on the clubhouse facility or on the surrounding streets must be removed immediately following the reserved time period.
36. The use of bounce houses, or the like, is permitted in limited lawn areas within the community. Insurance coverage is required for use of any bounce houses, or the like, as stated in the Bounce House Use Agreement.
37. The facilities cannot be used for personal financial gain or commercial activity.
38. The Resident making the reservation must ensure that all attendees are immediately responsive to the requests of Master Association staff and/or emergency personnel.
39. Residents are required to make sure that any vendors providing a service under the reservation have been provided a copy of these Rules and Regulations and ensure that the vendors adhere to the Rules and Regulations and all applicable insurance requirements.
40. All kitchen equipment, additional banquet tables, podiums, electrical equipment and sound equipment are to be provided by the Resident.
41. The Master Association recreational amenities may not be reserved on Easter, Christmas Eve, Christmas Day, Thanksgiving Day, New Year’s Eve or New Year’s Day, Memorial Day, Fourth of July, and Labor Day.
42. The person reserving the Clubhouse Facility is required to ensure that all activities and use of the Clubhouse Facility during the reservation time period are in compliance with all local, state and federal regulations and ordinances.

The Master Association does not make any representation that the condition of the Clubhouse Facility will be in the same or like condition as it was when the reservation was placed.

Please contact Management for reservation and availability information.

1. DOG PARK
2. Hours: 7A.M. to 8P.M., Monday – Friday; 8AM to 8P.M., Saturday and Sunday, or as otherwise posted. No trespassing after hours.
3. The Master Association shall not liable or held responsible for any injury or damage caused by any person or dog in the dog park area or surrounding common areas.
4. Users of the facility and their dogs do so at their own risk. Handlers/Owners are responsible for any injuries caused by the dog(s) under their control.
5. All dogs must be leashed prior to entering and exiting the dog park. Handlers/Owners must have possession of the dog leash at all times.
6. The off-leash area is for dogs, their handlers and those accompanying them. No other use is allowed. No animals other than dogs shall be permitted in the off-leash area.
7. There are two areas of the dog park, one for all dogs and one for small dogs. (Small dogs: 25lbs or less). Owners/handlers shall keep their dog in the designated area appropriate to its size. Dogs over 25lbs are never permitted in the small dog area.
8. Dogs must be under voice control of their handler and never left unattended, under any circumstances.
9. Handler/Owner is limited to a maximum of two (2) dogs.
10. Dog must be removed from the off-leash dog area at the first sign of aggression.
11. No group dog training of any kind to occur within the dog park.
12. Handler/Owner must clean up all waste deposits. All collected waste must be deposited in the trash bins.
13. Dogs must have up to date vaccinations and license tags.
14. Dogs that are in heat, sick or aggressive are not allowed and must be removed.
15. No food (human or canine) is permitted in the off-leash area.
16. Please respect the surrounding residents by ensuring your dog(s) do not become a noise nuisance. Excessive barking is prohibited.
17. All children under 14yrs of age must be supervised by an adult while inside the off-leash dog area.
18. DOG WASHING STATIONS (in addition to the rules referenced above)
	1. All dogs are required to be on a leash or in your arms at all times.
	2. No dogs with fleas or tick infestation allowed.
	3. No skunk clean up.
	4. Please leave the wash station in a neat, clean and sanitary condition (e.g. removal of pet hair).
19. RULES AND REGULATIONS REGARDING VIOLATION ENFORCEMENT PROCESS

The Board of Directors has the power to enforce all of the provisions of the Master Declaration and all other Master Association Documents, including, without limitation, these Rules and Regulations. The Board will give Notice and conduct Hearings when enforcement measures must be taken. The Board shall be the sole and final decision maker regarding the interpretation and enforcement of these Rules and Regulations.

A violation of the Master Association Documents will be addressed according to the procedures outlined herein. Notwithstanding the foregoing, the Board may, in its sole discretion, accelerate the following process or, when appropriate and necessary, immediately pursue legal action to remedy a violation or contact law enforcement officials.

1. Owners are encouraged to initiate a discussion with their neighbor. This is the first step in this process.
2. If an Owner is unsuccessful in handling the situation with their neighbor, they can contact the Master Association to review the matter. Anonymous complaints or complaints reported without a completed Notice of Complaint form will not be accepted.
3. Any violation of the Master Association Documents, including but not limited to violations of the CC&Rs, Rules or Regulations, or damage to common area, may be processed according to the enforcement procedure outlined herein. For more serious violations, the Association, in its sole discretion, may accelerate the following process or, when appropriate and necessary, immediately pursue legal action to remedy a violation:
* **First sighting**  - Courtesy violation letter requesting compliance within thirty (30) days.
* **Second sighting/Notice of Complaint** - Invitation to an Enforcement hearing, and imposition of penalties.
* **Non-compliance after first hearing/Additional Notice of Complaint** – Invitation to an Enforcement hearing, and imposition of penalties.
* **Non-compliance after second hearing/Additional Notice of Complaint** – Invitation to an Enforcement hearing, and imposition of penalties.
* **Non-compliance after third hearing/Additional Notice of Complaint** – Continued enforcement according to violation, that may include:
* Subsequent fines based on the impact to the community.
* Forward to attorney for further enforcement.
* Enter upon Owner's Dwelling to remove the violation, make the necessary repairs, or improve the Dwelling to meet the minimum Community standards or perform maintenance, which is the responsibility of the Owner, with all costs or expenses paid by the Owner.
* Seek remedy by use of alternative dispute resolution such as mediation or arbitration.
* Suspend or condition the Owner’s right to use any Master Association recreation amenities, after Notice and Hearing.
* A combination of the above.

1. GREAT PARK ELECTION RULES & PROCEDURES
2. APPLICATION OF RULES: These rules shall apply to any meeting of the membership or solicitation of membership approval by a ballot vote. The Election Rules contained herein are intended to be in compliance with Civil Code Section 5100 et. seq., and should be interpreted as such.
3. MEMBERSHIP VOTING: Pursuant to the Association’s governing documents, the Association has the following voting classes:
	1. Class A Members: Class A Members are all Owners except Declarant and Merchant Builders, for so long as there exists a Class B Membership. Class A Members are entitled to one (1) vote for each Dwelling owned by such Class A members which is subject to assessment.
	2. Class B Members: Class B shall be Declarant and the Merchant Builders. The Class B Member is entitled to three (3) votes for each Dwelling owned by Declarant and subject to Assessment.
	3. Class C Members: Class C shall be the Declarant without regard to whether Declarant is the Owner of Lot or Condominium in the community. The Class C Member shall be entitled to solely elect a majority of the members of the Board until the first to occur of the following events:
		1. When seventy five percent (75%) of the estimated total number of Dwellings in the Community (excluding Apartments) have been conveyed to Class A Members.
		2. The fifth (5th) anniversary of the first Close of Escrow for the sale of a Lot or Condominium pursuant to the original issuance by the BRE of the most recently issued Final Subdivision Public Report for a Phase of the Community.
		3. The twenty-fifth (25th) anniversary of the first Close of Escrow for the sale of a Lot or Condominium pursuant to a Public Report issued by the BRE for any portion of the Initial Covered Property
4. RECORD DATE: In the absence of a specific resolution of the Board for any given election, the record date for determining the right to receive notice and to vote shall be the date that ballots are processed for mailing, and shall include all separate interests reflected in the Association membership list as of such record date. Members may verify and update their individual information contained in the Association’s records anytime up to the date ballots are distributed, and are encouraged to review their personal information by the deadline set for submitting nominations of candidates to ensure Members review their personal information at least thirty (30) days before the ballots are mailed. The voter list shall include for each separate interest: (1) name; (2) voting power; (3) the separate interest address, parcel number or both; and (4) the mailing address, if different. The candidate list shall include the name and address of individuals nominated as a candidate for election to the board of directors. The voting period and the time at which the polls shall close for any meeting of Members shall be as specified in the solicitation materials or as determined by the Inspector of Election.

1. CANDIDATE QUALIFICATIONS: The affairs of the Master Association shall be managed by a Board consisting of either three (3) Directors or five (5) Directors. Except for the first Directors appointed by the Declarant, the Board shall consist only of Members who satisfy the qualification requirements set forth in the following Section, or are an employee or agent, or an employee of an agent, of Declarant or a Merchant Builder so long as Declarant is entitled to annex any portion of the Annexable Property into the Community. The Board shall initially consist of three (3) Directors who shall be appointed by the Declarant as soon as practicable after the incorporation of the Master Association, and shall hold office until Directors are elected by the Members at the first annual meeting of the Master Association as specified in these By-Laws.

Directors elected by the Board pursuant to Declarant’s Class C membership rights shall not be subject to the following qualifications.

Subject to Civil Code §5105, all candidates for the Board must meet the following qualifications:

* 1. The candidate must be an Owner.
	2. If title to a separate interest is held by a legal entity, such entity may appoint a natural person to serve or vote on such entity’s behalf by delivering evidence of an appropriate written appointment to the Association;
	3. Any candidate must be current in the payment of all regular and special assessments;
	4. The candidate may not hold a joint ownership interest in the same separate interest as any other candidate or incumbent director;
	5. If the Association is aware or becomes aware of a past criminal conviction that would, if the candidate was elected, either prevent the association from purchasing the fidelity bond coverage required by Civil Code §5806 or terminate the association’s existing fidelity bond coverage, the candidate shall be disqualified.
1. DIRECTOR REQUIREMENTS: To remain qualified to serve on the Board of Directors, a Director must:

	1. Be a member of the Association;
	2. Be current in the payment of all regular and special assessments;
	3. Not be subject to a past criminal conviction that would, if the candidate was elected, either prevent the association from purchasing the fidelity bond coverage required by Civil Code §5806 or terminate the association’s existing fidelity bond coverage;
	4. Not have missed three (3) consecutive regular meetings of the Board or three (3) consecutive special meetings of the Board;
	5. Have attended at least seventy-five percent (75%) of all of the meetings of the Board held each year and has attended the entire meeting each time;
	6. Exhibit respect, professionalism and courteous behavior to all Owners, other Board members, committee members, vendors, the property manager and its staff, and to all other persons associated with or retained by the Master Association;
	7. Complies with the standards of conduct applicable to a director of a non-profit mutual benefit corporation under California law, and without limiting the foregoing, refuses any gain of any kind (including, without limitation, any money, services, products, gifts and gratuities of significant value) as determined by a majority vote of all other Directors who satisfy the requirements of this subsection, which gain is offered in connection with such Director's service on the Board of Directors of the Master Association. A Director must disclose any offer of gain at an open meeting of the Board. Reimbursement of expenses associated with services to the Master Association do not constitute prohibited gain within the meaning of this subsection; and
2. NOMINATIONS: Nomination for election to the Board may be made from any qualified Member. Any Member may nominate themself as a candidate. Every qualified Member returning a candidacy form by the deadline established in any candidate solicitation shall be included on the ballot and in any associated solicitation materials.
3. BALLOT DISTRIBUTION: A ballot shall be distributed to every Member who is a Member as of any record date established by the Board. The Association shall not deny a ballot to a person with general power of attorney for a Member. A ballot submitted by a person with general power of attorney for a Member, if valid and returned by the appropriate deadline, shall be counted by the Association.
4. SOLICITATION MATERIALS: Every Candidate and Member shall have equal access to the Association mailings, newsletters, and website during a campaign, if any such access is provided, for the publication of viewpoints reasonably related to any issue presented for membership vote.
	* + 1. Content: The Association does not edit or redact any content provided by a Candidate or Member. The Candidate or Member creating such content, and not the Association, is responsible for any published statement.
			2. Limitation on Publication Space Made Available: So long as each Candidate and/or Member is provided the same opportunities for publication, the Association may restrict the availability of any publication by limiting the printing space made available or the number of words that will be included from each Candidate or Member included in the publication. In the absence of more restrictive limitations adopted by the Board for any particular matter, each Candidate and/or Member shall be limited to no more than 200 words for any one publication. The Board may, in its sole discretion, present a candidacy questionnaire with questions for all interested Candidates and/or Members to complete. If such a questionnaire is provided, then the Association will only print the answers to such questions and may impose a limitation upon the number of words for the response to any question presented.
5. PROXIES: Proxies are not permitted.
6. AVAILABILITY OF MEETING SPACE: Access to common area meeting space, shall be made equally available, at no cost, to all Candidates and/or Members desiring to use such space for any reason reasonably related to a membership vote. The Association may meet the requirements of this section by hosting a “Meet the Candidates Night”, or other such special meeting, so long as every Candidate and/or Member is provided with an equal opportunity to participate in the event.
7. SELECTION OF INSPECTOR(S) OF ELECTION: Prior to the presentation of any issue to the Members for a membership vote, the Board may appoint one (1) or three (3) Inspector(s) of Election. In the absence of a specific appointment by the Board, or in the event that an appointed Inspector is unable or unwilling to serve, then the Members in attendance at any duly held meeting of the Members at which a quorum is present may elect an Inspector or Inspectors to serve.

An Inspector may be any person or entity other than: (1) a Director; (2) a Candidate; (3) a Director’s relations; or (4) a Candidate’s relations. Any Inspector of Election must be an independent third party. An independent third party may not be a person, business entity, or subdivision of a business entity who is currently employed or under contract to the Association for any compensable services other than serving as an Inspector of Election.

The Inspector of Election may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the Inspector of Election deems appropriate, provided that the additional persons satisfy the eligibility requirements for service as an Inspector of Election.

In the absence of a more specific determination by the Inspector(s) of Election, the Association’s management company shall retain the candidate registration list, voter list, ballots, signed voter envelopes, and any proxies (the “Election Materials”) for a period of three years following the election.

An inspector of elections shall perform all duties impartially, in good faith, to the best of the Inspector of Election’s ability, as expeditiously as practical, and in a manner that protects the interest of all Members of the Association.

1. MEETING CONDUCT: Any counting of ballots shall be done at an open meeting of the membership or the Board of Directors. Any Candidate or Member may observe the count, but shall stand at least five feet away from the Inspector(s). No person may harass, cajole or otherwise interfere with the Inspector(s) of Election while the count is taking place. Persons not specifically authorized to do so may not touch any secret ballot or other election materials. All ballots will be made available for inspection by any Candidate or Member during regular business hours at the Association’s management office once the meeting is concluded. Any person violating this section may be asked by the Inspector or the meeting chair to leave the meeting to prevent further disruption.

**EXHIBIT 1**

**GREAT PARK**

**FINE SCHEDULE**

LEVELS OF FINE PROGRESSION

|  |  |  |  |
| --- | --- | --- | --- |
|  | 1st Fine | 2nd Fine | 3rd Fine |
| Level 1 \* | $100 | $200 | $300 |
| Level 2 \* | $200 | $300 | $400 |
| Level 3 \* | $300 | $400 | $500 |

VIOLATION FINE & CONTINUING ENFORCEMENT GUIDELINE

Level 1

|  |  |  |
| --- | --- | --- |
| * Basketball Backboards
 | * Signs
 | * Nuisance
 |
| * Unsightly Items
 | * Garage Usage
 | * Parking
 |
| * Landscape Maintenance (varies with size of area and impact)
 | * Violation of Facility Use Agreement
 | * Improper Storage of Trash
 |

Level 2

* Property Maintenance
* Vehicle Repairs
* Window Coverings
* Holiday Lighting and Decor

Level 3

* Unauthorized commercial activity
* Temporary Structures
* Landscape Installation
* Damage to Common Area
* Prohibited Vehicles, Trailers, Boats
* Non-Submittal of Architectural Plans
* Installation of Improvements without Approval

The fine for short-term, hotel or transient use rental activity is $1,000.

In addition to the fine(s) set forth in the fine schedule, Owner may also be responsible to the Association for the cost of repairs incurred by the Association for damages caused by Owner.

If a violation is cleared and it re-occurs within six months, the offending homeowner will be invited to the next hearing rather than restarting the process.

\*Fine may be modified based on specific circumstances and facts, e.g. history of the violation, cooperation by homeowner and multiple violations.