



**OCEAN RANCH AT BEAR BRAND**  
**Homeowners Association**

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# **Rules and Regulations**

OCEAN RANCH AT BEAR BRAND HOMEOWNERS ASSOCIATION

# Rules and Regulations

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## **DISCLAIMER**

### **NONLIABILITY AND INDEMNIFICATION**

NO MEMBER OF THE BOARD OF DIRECTORS, THE ARCHITECTURAL COMMITTEE/OR ANY OTHER OFFICER, EMPLOYEE OR AGENT OF THE ASSOCIATION SHALL BE LIABLE TO ANY PARTY (OTHER THAN THE ASSOCIATION OR A PARTY CLAIMING IN THE NAME OF THE ASSOCIATION) FOR INJURIES OR DAMAGE RESULTING FROM SUCH PERSON'S ACTS OR OMISSIONS WITHIN WHAT SUCH PERSON REASONABLY BELIEVED TO BE THE SCOPE OF THIS ASSOCIATION'S DUTIES. (ARTICLE 15, SECTION 15.2 - CC&Rs FOR OCEAN RANCH AT BEAR BRAND HOMEOWNERS ASSOCIATION).

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## Introduction

*Ocean Ranch at Bear Brand Homeowners Association is a California non-profit corporation consisting of those owners of homes within the ultimate boundaries of Ocean Ranch at Bear Brand Homeowners Association. The purpose of the Ocean Ranch Homeowners Association is to ensure that the facilities will continue to be an enjoyable amenity now and in the future. Your automatic membership in the Association provides a membership base to share in the future costs of operating the Association.*

The Homeowners Association has two main functions: to maintain common areas, and to preserve property values by enforcing the CC&Rs and the rules and regulations. The HOA's board has a legal duty to enforce the provisions of the governing documents. When there is a violation of these provisions, the HOA has the authority to impose fines based upon deterring behavior, which may damage the interests of the HOA and its members, or reimbursing the HOA for costs it will incur as a result of violations.

Under the California Civil Code Section 1357.110, these operating rules were drafted to interpret, clarify, and assist in the administration of the CC&Rs. The rules and regulations provide a reasonable practical guideline for the operation and use of the HOA common areas.

The rules have been prepared and established for the benefit of all owners and compliance and cooperation of all residents is necessary for the smooth operation of the Association. These rules and regulations are designed to preserve the community's integrity and values, distribute the cost of services, protect the residents, and make the community a desirable place to live.

These Rules and Regulations clarify and implement the governance policies of Ocean Ranch, and provide consistent enforcement policies. Owners are responsible for insuring that their family, guests, visitors, and renters comply with these rules and regulations. Showing consideration to other residents, complying with the rules, and taking care of your property are prerequisites for an enjoyable place to call home. No

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one should unnecessarily disturb others, as we all contribute to the community's quality of life.

Your Board of Directors has attempted to incorporate a condensation of the most important items contained in the Association CC&R's as well as other items that are important in maximizing the value of this unique style of living.

The Rules and Regulations contained herein are not necessarily intended to be all inclusive. Any Rules and Regulations adopted in the future will be duly noticed to each homeowner. Each homeowner is urged to carefully review these Rules and Regulations and retain them for periodic review. In addition, it is the responsibility of each homeowner to ensure that any renters or residents other than the homeowner are provided with a copy.

## Enforcement Policy

*The objective of this Enforcement Policy is to promote and seek voluntary compliance by Members and tenants with the Association's Management Documents, and, if necessary, compel a Member's compliance where the Member refuses to comply voluntarily. The term "Management Documents" as used in this Policy includes the Association's Rules and Regulations, Architectural Guidelines, Bylaws, Articles of Incorporation, and recorded Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Ocean Ranch, as amended and supplemented. The Association may, in its discretion, pursue enforcement by administrative action (e.g., warning letter, hearing, fine, or other disciplinary action) or by proceedings at law or in equity.*

The Association may, in the Board's discretion, enforce correction of a violation of the Management Documents by pursuing any one or combination of the remedies described below, including proceeding immediately with fines, suspension of privileges, implementing actual correction of the violation, Alternative Dispute Resolution, or legal action, if the Board in its sole discretion determines such action is appropriate.

- 1. Reporting Violations** - Reports of alleged violations of the Association's Management Documents may be made to the Association's management company by any Member of the association, including any Member serving on the Board or an Association Committee, or by management. Such a report shall constitute a "complaint" and should, preferably, be in writing. The complaint should clearly state the facts and circumstances regarding the alleged violation. Action may also be taken as a result of an oral report (presented by telephone or in person), and under such circumstances appropriate file documentation concerning the complaint shall be generated and maintained for future reference; provided, however, the Association, in its discretion may refuse to take action based upon only an oral (non-written) report.
- 2. Courtesy Letter** - Management may send a courtesy letter, requesting the Member's voluntary cooperation. Such notice shall describe the noncomplying condition, and request that the Member correct the condition within a reasonable time specified in the notice. If the courtesy notice does not bring

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about voluntary compliance the Association may, as described herein, compel the Member's compliance through the use of such remedies the Board deems appropriate and available in law or in equity, including but not limited to , the imposition of fines, monetary penalties, suspension of privileges, performing required maintenance, subject to the notice and hearing conditions set forth in this Policy, and/or the pursuit of Alternative Dispute Resolution proceedings or legal action.

**3. Violation Letter** - If a courtesy letter is sent and it is unsuccessful in encouraging the Member to remedy the noted infraction, or if the Board determines, in its discretion, to proceed with a violation letter as the first notice, the Board of Directors may impose a fine, suspend Membership privileges, and/or determine to implement corrective maintenance and charge the Member for the cost thereof, after the Member is offered an opportunity to be heard on the matter. The violation letter shall generally contain the following information:

- a.** A brief description of the alleged violation, a reference to the specific provisions of the Management Documents allegedly violated and, in the event the correction of the alleged violation requires action such as the installation, removal, repair, replacement, reconstruction, or maintenance of improvements, and the date by which such violation is to be corrected by the Member;
- b.** The disciplinary, corrective action, and/or penalties which may be imposed, such as the levying of a fine , may be imposed in accordance with the Fine Schedule, suspension of Membership privileges, or other corrective maintenance action that will be undertaken and charged to the Member;
- c.** Notification of the date on which the Member shall have an opportunity to be heard by the Board to explain why a fine, corrective action, penalties, and/or suspension of Membership privileges should not be imposed.
- d.** The date of the hearing shall be no less than thirty (30) days after notice of the violation was mailed or delivered to the Member, and notice of the hearing shall be mailed or delivered to the Member at least ten (10) days prior to the hearing.
- e.** The notice of hearing shall state that the Member:
  - i.** shall be entitled to attend the hearing, and may, but need not be, represented by counsel,
  - ii.** may present any relevant evidence,

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- iii. will be given full opportunity to cross-examine all witnesses testifying against the Member, and
- iv. May request the attendance of witnesses and the production of books, documents, or other items by applying to the Association's Board of Directors reasonably in advance of the hearing date.

**4. Hearing Procedures** - The hearing shall be conducted according to such reasonable rules and procedures as set forth by the Board. The hearing shall be conducted in Executive Session, unless the Member specifically requests in writing that the hearing be conducted during the open session.

- a.** Proof of notice and the invitation to be heard shall be placed in the minutes of the meeting prior to the effectiveness of any disciplinary action being imposed. The notice requirement shall be deemed satisfied if the Member appears at the hearing; otherwise, a copy of the notice together with a statement of the date and manner of delivery of the notice by the person who mailed or delivered the notice may be attached to the minutes for this purpose.
- b.** The minutes of the meeting where the hearing is conducted shall contain a written statement of the results of the hearing and the disciplinary action, if any, imposed.

  - i.** Within fifteen (15) days after the hearing, the Board's written decision shall be mailed to the Member and shall specify the disciplinary and/or corrective actions and/or fines or penalties levied.
  - ii.** No disciplinary action against the Member may take effect prior to the expiration of fifteen (15) days after the Member's receipt of notice of the hearing, and five (5) days after the hearing date
  - iii.** If the Member does not attend the hearing, the Member shall be deemed to have waived his/her right to a hearing and his/her right to object to the disciplinary and/or corrective actions and/or penalties the Board may impose.
  - iv.** If a Member has submitted a deposit to the Association in connection with an architectural application, the Board, in its discretion, may deduct all or any portion of the fine amount levied from the Homeowner's architectural deposit, to the extent funds are available, with any balance due on the fine amount, after application of the architectural deposit, to be charged to the Member.



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- 5. Preliminary Dispute Resolution (“PDR”) and Alternative Dispute Resolution (“ADR”) -** The Association shall, as necessary, comply with the provisions of California Civil Code Sections 1363.810 et seq. and 1369.510 et seq., before bringing any civil action or suit to enforce the Association's Management Documents.
- 6. Court Action -** The Association may file an action in law or in equity to recover monetary damages, for injunctive relief, or any other legal or equitable remedy available to the Association

## General Rules and Regulations

*Ocean Ranch at Bear Brand Homeowners Association is a California non-profit corporation consisting of those owners of homes within the ultimate boundaries of Ocean Ranch at Bear Brand Homeowners Association*

The purpose of the Ocean Ranch Homeowners Association is to ensure that the facilities will continue to be an enjoyable amenity now and in the future.

1. **Trash Containers** - Garbage or other waste material shall be placed in designated rubbish containers and located in appropriate areas screened and concealed from view except when set out for regular scheduled trash collection. The rubbish containers may be set out no sooner than the night before the scheduled day for pickup by the disposal company, and must be returned to the appropriate screened area by dark of the night of pickup.
2. **Dumpsters** - Dumpsters utilized in The *Residences* and the *Executive Edition* tracts may be located in the street for one day only. Dumpsters utilized in the *Custom Lot* tracts are to be located on the owner's lot and off the street.
3. **Portable Basketball Poles And Backboards** - Portable basketball backboards may be used in the community, subject to approval by the Architectural Review Committee, and are to be placed in an appropriate area screened and concealed from view when not in use.
4. **Common Area Conditions** - Any conditions in the common area that requires attention, correction, or repair should be reported to the Management Company.
5. **Common Area Damage** - Any damage to Association buildings, recreation facilities, equipment, or any other common area property, caused by an

owner/tenant, family, pet, guest, employee, or contractor, shall be repaired at the expense of the applicable owner.

- 6. Holiday Lights / Decorations** - Exterior holiday lights or decorations shall be installed no earlier than four weeks prior to the holidays and removed no later than two weeks after the holidays.
- 7. Maintenance Obligations Of Member** - Members have the duty at their sole cost and expense, and subject to applicable Architectural Review Committee approvals, to maintain repair, replace, and restore all improvements on their lot and to the lot itself in a neat, sanitary and attractive condition.
- 8. Workers/Vendors** - Members/residents are responsible and accountable for workers and or vendors that are retained by them to perform services in and around their property. Any and all debris left by the workers and/or vendors is to be cleaned by the member/resident. In the event any damage is done to the common area the member is responsible for the total cost to restore the common area. Members are fully accountable and responsible for all claims by the workers and/or vendors retained by them for Worker's Compensation and Liability actions.
- 9. Garage Sales** - Garage Sales which invite or encourage nonresidents to enter the community are prohibited.
- 10. Solicitors** - Door to door solicitors for political purposes, any business, or sale of product(s) by homeowners, residents, or nonresidents in the community is prohibited. All door to door solicitation for any purpose is prohibited.
- 11. Unauthorized Persons In The Development** - Any person who is not an authorized guest of a resident and who is found in the Development, and who will not leave the Development upon request by a Patrol Officer, shall be deemed a trespasser and the police authorities shall be contacted to take further action.
  - a.** If a person refuses to cooperate with a Patrol Officer by identifying himself/herself as a resident or the guest of a resident and provide address information of the residence, the person shall be deemed a trespasser and requested to leave the Development.
  - b.** If the person refuses to comply with the Patrol Officer's request to leave the Development, the Patrol Officer shall contact the police authorities for further action.
  - c.** If the police authorities respond and it is determined that the individual is a resident or a guest of a resident, the Patrol Officer shall note the address information and provide same to the Association's

managing agent, and the responsible homeowner may be subject a fine of up to \$1,000 after notice and hearing.

- d. If a person refuses to identify himself/herself and refuses to leave the Development upon a Patrol Officer's request, and if the person instead returns to a home in the Development, the Patrol Officer shall note the address of the home, and report it to the Association's managing agent for further action, and the responsible homeowner may be subject a fine of up to \$1,000 after notice and hearing

**12. Curfew Regulations** - The Board has determined in that in order to promote health, safety, and welfare of minors and residents of Ocean Ranch to adopt the City of Laguna Niguel curfew restrictions to the common area properties within the Development,

➤ *The City of Laguna Niguel has adopted curfew regulations with respect to minors (i.e., any person under 18 years of age who is not on active duty in the armed forces of the United States nor otherwise emancipated pursuant to the law). Specifically, it is unlawful for any minor to remain in any public place or on the premises of any establishment within the city during the curfew hours between 11:00 p.m. to 6:00 a.m. the following day, subject to the following exceptions:*

- a. *the minor is accompanied by the minor's parent or guardian, or by a responsible adult;*
- b. *the minor is on an errand at the direction of the minor's parent or guardian, or a responsible adult without any detour or stop;*
- c. *the minor is in a motor vehicle involved in interstate travel;*
- d. *the minor is engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;*
- e. *the minor is involved in an emergency;*
- f. *the minor is on the sidewalk abutting the minor's residence;*
- g. *the minor is attending an official school, religious, or other recreational activity supervised by adults and sponsored by a public entity, a civic organization, or another similar entity or organization that takes responsibility for the minor,*
- h. *the minor is going to or returning home from, without any detour or stop, an official school, religious, or other recreational activity supervised by adults and sponsored by a public entity, a civic organization, or another similar entity or organization that takes responsibility for the minor; or*
- i. *the minor is exercising First Amendment rights protected by the United States Constitution.*

The Board adopted the following procedures respecting enforcement of curfew restrictions as part of the Association's rules: A minor who is a resident or the guest of a resident who is found in the common areas of the Development or on another owner's Lot in the Development, without the owner's permission, during the curfew hours (i.e., between the hours of 11:00 p.m. to 6:00 a.m. the following day), and is identified as such by an Association Patrol Officer, will be subject to the following procedures:

- a.** The patrol officer will request the minor to return to his home or the home of the homeowners of whom he is a guest. If the minor complies, no other action will be taken, except to note the incident in the Patrol Officer's log.
- b.** If the minor does not comply with the request, the Patrol Officer will notify the minor that the incident will be reported and the parent/homeowner may be subject to a fine of up to \$1,000 for the violation, after notice and hearing.
- c.** The Patrol Officer will make an effort to provide courtesy notice to the homeowner and note the name of the individual and the address of the responsible homeowner in the Patrol Officer's incident report log, which shall be forwarded to the Association's managing agent for further action against the responsible homeowner. Such further action may include the levy of a fine of up to \$1,000 after notice and hearing.

## Parking Rules and Regulations and Towing Policy

*The Association's CC&Rs provide specific parking and vehicle restrictions and authorize the Board to establish "parking," "guest parking," and "no parking" areas within the portions of the Common Area improved as streets, driveways, or parking areas, and to enforce such parking limitations by all means lawful, including the removal of any violating vehicles under Vehicle Code Section 22658 (i.e., authority to tow vehicles)*

Accordingly, pursuant to the CC&Rs, Owners and their family members, tenants, residents, guests, visitors, invitees, and agents are required to comply with the following parking restrictions. Owners shall be responsible for violations of family members, tenants, residents, guests, visitors, invitees, and agents of the Owner (capitalized terms have the same meaning as defined in the CC&Rs)

- 1. General Requirements** - The parking areas located within the Properties shall be used for parking of authorized vehicles only and shall not be used for storage, living, recreational, or business purposes.
- 2. Garage Parking and Maintenance** - No persons shall park, store, or keep any vehicle on any portion of the Properties, except wholly within his garage or the parking areas designated therefore, and vehicles owned, operated or within the control of any Owner or of a resident of such Owner's Dwelling Unit shall be parked in the garage of such Owner to the extent of the space available therein, provided that each Owner shall maintain his garage in a manner which ensures that it is capable of accommodating at least one full automobile.
- 3. Street Parking** - Except as provided below with respect to temporary parking of vehicles, no persons shall park, store, or keep any vehicle of any kind or similar equipment on any streets within the Properties; provided, however, the Board may, in its sole discretion, permit Owners or residents who own or

possess more than a minimum of four automobiles, sport utility vehicles, and the like (but excluding motorcycles or other two wheeled vehicles) to park the approved excess vehicle(s) on portions of the streets designated by the Board; provided further, however, ownership of more than four vehicles shall not be deemed an entitlement for an Owner to park the excess vehicles on the street. The Association shall issue a permit for excess vehicles approved to be parked on the streets, subject to the following conditions:

- a. Permitted excess vehicles shall be parked only on that portion of the street that is directly adjacent to the Owner's property, to the extent there is space available (i.e., Owners shall not park any permitted excess vehicle on the street directly adjacent to a neighbor's property, unless there is no parking space available adjacent to the Owner's property or in the Owner's driveway);
- b. Permitted excess vehicle(s) shall not be parked on the street for more than 72 consecutive hours without moving the vehicle;
- c. The excess vehicle parking permit shall be displayed in the driver's side of the front windshield of the vehicle so that it is visible;
- d. The Board will require renewal of the excess vehicle parking permit on an annual basis, and the Board shall have the discretionary authority to revoke the permit at any time;
- e. The Owner shall pay all administrative costs incurred in connection with the issuance or renewal of the excess vehicle parking permit; and
- f. In determining whether to issue a street parking permit for excess vehicles, the Board also may consider the number of garage portals and size of the driveway on the Owner's property, and the number of licensed drivers residing at the Owner's property. If the Owner's property can accommodate more than four vehicles in the Owner's garage and driveway, or the Owner possesses more vehicles than licensed drivers residing at the Owner's residence, the Board may refuse to grant a street parking permit for excess vehicles, or may require the Owner to keep more than four vehicles on the Owner's property before being issued a street parking permit for excess vehicles.

**4. Temporary Parking** - Temporary parking of vehicles on the streets shall be permissible hereunder provided that

- a. the purpose of such parking is to conduct emergency vehicle repairs or to load/unload the vehicle,
- b. space is not available on the driveway of the Owner's property,

- c. the vehicle is parked on that portion of the street that is directly adjacent to the Owner's property, to the extent there is space available,
- d. such parking does not in any case exceed twenty-four (24) hours in duration, is not repetitive in nature, or otherwise determined by the Board to be inconsistent with the purposes of the Parking Rules.

**5. Prohibited Vehicles** - No inoperable vehicles or any large commercial-type vehicle (other than a pick-up truck or van used for daily transportation of residents of or visitors to the Properties) including but not limited to, any dump truck, cement mixer truck, oil or gas truck or delivery truck, any recreational vehicle, camper unit, house car or motorhome, any bus, trailer, trailer-coach, camp trailer, boat, aircraft, mobile home, or any other similar vehicle or vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Board, may be parked, stored, or kept anywhere on the Properties or on any public street abutting the Properties, except wholly within the Owner's garage and only with the garage door closed. The above excludes camper trucks and similar vehicles up to and including three-quarter (3/4) ton when used for every day-type transportation and subject to approval by the Board.

**6. Vehicle Repairs** - No person shall conduct repairs or restorations of any motor vehicle, boat, trailer, aircraft, or other vehicle upon any portion of the Properties or on any public street abutting the Properties, except that such repair and restoration shall be permitted within an Owner's garage when the garage door is closed, provided that such activity may be prohibited entirely if the Board determines in its reasonable discretion that such activity constitutes a nuisance.

**7. Compliance with Vehicle Code** - No parking shall be permitted which may obstruct free traffic flow, constitute a nuisance, or otherwise create a safety hazard. Owners shall comply with all requirements of the California Vehicle Code, for example

- a. no parking in fire lanes
- b. adjacent to a fire hydrant,
- c. more than 18 inches from the curb, or
- d. with the front-end of the vehicle facing oncoming traffic.

**8. Guest Parking** - Guests are permitted to park their vehicles on the street; provided, however, that Owners shall ensure that all guests park their vehicle(s) first in the Owner's driveway or second on the portion of the street directly adjacent to the Owner's property, to the extent there is space available

- a. The Ocean Ranch at Bear Brand Homeowners Association Guest Pass issued by the gate attendant must be displayed at all times in the



windshield on the left-hand side (driver's side) of vehicle so that it is visible.

- b.** Any vehicle parked on the street without a properly displayed Guest Pass or permit, or otherwise in violation of any of the Association's governing documents, will be deemed in violation of the CC&Rs and may be towed from the community at the vehicle owner's expense in accordance with the enforcement procedures set forth below...

**9. Enforcement** - For the first two violation(s) of the parking rules occurring during a calendar year by any Owner or the Owner's family members, tenants, residents, guests, visitors, invitees, and agents, a warning notice will be issued.

- a.** On the third violation, the Owner will be invited to attend a hearing before the Board, and a fine maybe levied against the Owner in accordance with the Association's Fine Schedule.
- b.** On the fourth and any subsequent violation, the vehicle may be towed from the community without further notice to the vehicle owner and at the owner's expense, pursuant to Section 22658.2 of the California Vehicle Code.
- c.** Please note that violations by an Owner's family members, tenants, residents, guests, visitors, invitees, or agents are all attributable to the Owner, such that after three aggregate violations attributable to an Owner occur during the calendar year, the next violation shall result in the vehicle being towed.

**10. Homeowner Parties And Special Events** - are subject the following criteria

- a.** Parties and Special Events must be non-commercial in nature.
- b.** Only the member or tenant of the property may call guests in or provide a party guest list.
- c.** Parties and special events are not permitted in unoccupied homes.
- d.** Parties with less than five (5) guests' vehicles should follow the standard guest parking rules.
- e.** Parties with more than five (5) guests' vehicles and less than forty (40) guest vehicles are subject to the following requirements:
  - i.** Homeowners are **REQUIRED** to load a guest list onto **QuickPass** or submit a guest list to the gate no fewer than five (5) days prior to the event.
- f.** For parties with Forty (40) or more guest vehicles:

- i. If the guest list has 40 or more guest vehicles, the homeowner must submit a request to the Property Manager at least ten (10) days before the party using the **Member Special Event Access Request** form found in the **Appendix**. The request must also include a plan for parking the vehicles:

- 1. This can include valet parking. If street parking is contemplated a count and location of all the parking locations where you plan on parking the guest vehicles.

- ii. The homeowner will be required to pay for an additional gate attendant for the designated access gate according to the following schedule.

39 vehicles or less	No additional gate attendant unless there are multiple events (in which case, the owners would share cost evenly.)
40 – 90	One Additional Gate Attendant
91 – 140	Two Additional Gate Attendants
Over 140	Three Additional Gate Attendants

- iii. The cost of the Gate Attendant(s) in the **Member Special Event Access Request** form found in the **Appendix**, which has the current schedule of charges in place with our Security Vendor
- iv. The homeowner must pay the cost for the additional gate attendant(s) at least five (5) days in advance of the function by having a check or money order delivered to the Property Manager's Offices.
- v. Homeowners are also **REQUIRED** to load a guest list onto **QuickPass** or submit a guest list to the gate no fewer than five (5) days prior to the event.

- vi. Any Homeowner who does not obtain preapproval for an event having a guest list of greater than 40 guest vehicles will be subject to a fine along with all costs incurred by the association.

**11. Immediate Towing Without Warning** - Notwithstanding the foregoing, the Association may tow a vehicle on a first violation, without prior notice to the Owner, if the vehicle obstructs traffic, interferes with any entrance to or exit from the community or Lot, is parked in a parking space designated for the handicapped, or presents a safety hazard, such as any vehicle parked in a fire lane, adjacent to a fire hydrant, or more than 18 inches from the curb.

**12. Complaint Procedures** - Owners should direct all complaints of violations of the Parking Rules to Merit Property Management, at 949-448-6000. Owners should provide as much information as possible respecting an alleged violation, including the model, make, color, license number, and location of the offending vehicle.

**13. Towing Procedure** - When a vehicle is towed from the community, the following procedures shall be taken in accordance with Section 22658 of the Vehicle Code:

- a. The towing service shall be contacted by an authorized representative of the Association as designated in subparagraph "d" below.
- b. An agent of the Association shall notify by telephone or, if impractical, by the most expeditious means available, the local traffic law enforcement agency within one hour after authorizing the tow.
- c. The following representatives of the Association are designated, in the order listed below, to authorize towing of a vehicle from the Community:
  - i. The Association's Community Manager;
  - ii. The Association's President, Vice President, or other designated members of Association's Board of Directors; and
  - iii. The Association's Patrol Service

## Pet Rules and Regulations

The objective of the pet rules and regulations is to establish reasonable requirements for the keeping of common household pets in order to provide a decent, safe and sanitary environment for association members

1. **Number of Pets** - No more than two (2) normal household pets may be kept in or upon residential lots unless expressly approved by the Board of Directors.
2. **Leash Requirements** - Animals belonging to owners/residents must be either kept within an enclosure or on a leash being held by a person capable of controlling the animal while in any community area.
3. **Animal Noise** - Excessive dog barking or other animal noise will be deemed a nuisance and fines will be issued.
4. **Damage Caused by Pets** - Each homeowner will be held responsible for any damage to the common areas due to his/her pet(s). In addition, each homeowner will be responsible for any damage to the property of another due to his/her pet(s).
5. **Animal Waste** - It is the absolute duty and responsibility of each owner to pick up and remove their pet's waste from the Association's common area or neighbor's property, and dispose of it in a sanitary manner. Pet waste is a nuisance and a health problem and will not be tolerated and is subject to fining.
6. **Prohibited Animals** - The Association shall have the right to prohibit housing any animal which constitutes a nuisance as determined by the Board of Directors.
7. **Stray Animals** - Owners/residents who are bothered by stray dogs or cats should contact the Orange County Animal Control to have the animal picked up.
8. **Compliance with Local Animal Ordinances** - Local County and/or municipal animal ordinances must be strictly obeyed (e.g., licensing, vaccination, leash laws).

## Pool/Recreation Play Area Rules and Regulations

The objective for the rules and regulations of the pool/recreations area are for the peace, safety, and enjoyment of all surrounding residents, as well as the community as a whole. The purpose of the HOA is to ensure that the facilities will be an enjoyable amenity now and into the future.

1. **Pool Hours** - Sunday through-Saturday: 6:00 A.M. to 10:00 P.M
2. **No Lifeguard Is On Duty** - Use Of ***Pool Play Area Is At User's Risk.***
3. **Safety Equipment** – may not be used except for emergency purposes only.
4. **Age Requirements** - California State law requires that **children under 14 years of age must be accompanied by an adult resident 18 years of age** or older when using the pool or recreation area.
5. **Dangerous objects** - Surfboards, skateboards, roller skates, rollerblades, or bicycles are not permitted in the recreation/pool areas. Cans, trash, and band aids must be disposed of in provided receptacles.
6. **NO SMOKING** - There is No Smoking allowed in the pool area.
7. **Glass Objects** - Glass Objects of any type are not permitted in the recreation/pool or associated areas.
8. **NO DIVING** - Horseplay, running, or dunking is allowed.
9. **No Pets** - County Health Regulations prohibit pets or animals in the recreation/pool area.
10. **Unruly Conduct** - Conduct by an owner, resident or guest, which deprives any other owner, resident, or guest use of the pool, or association common areas is not permitted and subject to fines, or other disciplinary action
11. **Drugs and Alcohol** – Use of the recreation/pool/play area is not permitted while under the influence of alcohol, drugs, or medication.

- 12. Chairs and Pool Furniture** - Chairs and pool furniture must not be removed from the recreation/pool/play areas and are to remain in the recreation/pool area at all times.
- 13. Persons with Health Issues** - Persons with skin disorders, communicable diseases, or open sores/wounds are not permitted in the pool.
- 14. Noise Levels** - Loud or disturbing noise is prohibited. Sound producing equipment is allowed providing it is kept at a reasonable volume and does not annoy other persons using the facilities or neighboring residences. Use of the pool and recreation facilities at all times must be exercised at noise levels which are not bothersome to other users or other neighboring residents
- 15. Swim Attire** - Proper swim attire must be worn. Cutoffs are not permitted. Infants must wear plastic or rubber pants over diapers.
- 16. Suntan Lotions and Creams** - Lotions, creams, oils, ointments, etc. that are not water resistant are to be removed (rinsed, washed or wiped off) prior to entering the pool. (These substances are harmful to the pool water circulation systems).
- 17. Owner Loss of Pool Privileges** - If an owner rents or leases his/her home and gives rights of use to the renter or lessee, then the owner relinquishes his/her rights of use of the facility.
- 18. Access Gates** - to the recreation/pool facility must be kept dosed at all times in compliance with the County of Orange and the City of Laguna Niguel Health and Safety Codes.
- 19. Private Parties** - Use of the pool and associated recreation facilities by a group of individuals (comprised of ten (10) or more non-residents) is hereby deemed a private function and is subject to the following conditions
- a. The applicant will have the right to reserve the recreation/pool facility for party/social gathering purposes so as not to have conflicting parties (i.e., only one party reservation will be permitted for any time period).
  - b. Access, use and enjoyment of the recreation/pool facility will not be denied to any resident during a private function for which the use of the recreation/pool facility has been duly reserved.
  - c. Receipt of the executed use agreement, security deposit and certificate of insurance, reserves the recreation facility for a private function and is deemed a “complete application”.

- d. The date that the complete application is received and acknowledged by the Association's Management Company will determine the effective date of the reservation request.
  - i. Receipt of any one document, without the receipt of all, will be deemed as an "incomplete application" and will not reserve the facility until it is completed.
- e. Priority on conflicting reservations will be determined solely by the time and date the first complete application is received. In the event the application is made through the mail, the first envelope opened containing a complete application will receive the reservation for the requested date.
- f. The completed application must be received no later than 72-hours prior to the date of the function for which the recreation facility is reserved.
- g. Fire Code limits occupancy to \_\_\_\_\_ persons.
- h. Applicant must be an owner of a residential lot in Ocean Ranch. A security deposit of \$250.00 must be received with the reservation/execution of the use agreement.
- i. Within 48-hours after the date of the function, the applicant must meet with the Association's managing agent for an inspection of the facility. Any damage/clean-up will be assessed against the applicant and will be deducted from the security deposit. Any damages/clean-up required in excess of the deposit will be assessed against the applicant and must be paid by the applicant within 10-days to avoid legal action by the Association. If no clean-up, damages, or charges are required or incurred, a partial refund of the deposit in the amount of \$250.00 will be returned to the applicant.
- j. Applicant will provide the Association with a certificate of personal liability insurance in an amount not less than \$500,000, naming the Association as an "additional insured" for the period of the private function.
- k. Applicant agrees that he/she will personally supervise and be present at the private function and that during said time no unlawful conduct will occur or be permitted. Applicant further agrees that if the function is for minor children that he/she will provide adequate adult supervision to handle any situation and that at no time will the minor children be left without adult supervision in physical attendance.

- l. Live music and/or stereos will be permitted provided noise level is kept at reasonable limits. Playing of music will be restricted to the following hours of use:
  - i. Weekdays – 10:00 a.m. through 9:00 p.m.
  - ii. Weekends – 11:00 a.m. through 11:00 p.m.
  - iii. Any substantiated complaints of loud noise will result in a fine that will be applied against the deposit.
- m. Applicant accepts responsibility to ensure that his/her guests do not park illegally or in any location resulting in blocking or obstruction of private driveways. Any vehicles so parked will be subject to tow.
- n. Applicant agrees that alcoholic beverages will not be sold during the use of the recreation facility, which is a restriction contained in the **RECREATION/POOL FACILITY USE AGREEMENT-FOR-PRIVATE FUNCTIONS** form found in the **Appendix**



## Common Property Rules and Regulations

*The Ocean Ranch Common Area includes the areas not individually owned, but shared by all owners. Common areas include the pool and recreation facilities, outdoor space, parking areas, landscaped areas, water features, guard houses, and all other jointly used space.*

The fair use and enjoyment by the membership of the community, and continued preservation and upkeep of the facilities, are of primary concern. Courtesy and consideration for others, and respect for common area facilities allow for a minimum of rules. General rules of good conduct should be observed at all times, unsafe or offensive conduct is prohibited. The Ocean Ranch Common Areas are to be enjoyed by all members of the community, and by obeying the rules helps insure others obey them as well.

- 1. Common Area Landscape** - Homeowners are prohibited from destroying, removing, or altering the landscaping in the common area, regardless of the condition of the plantings. Please notify the management company with all questions, regarding the condition of the landscaping so that an inspection and corrective work can be scheduled with the contractor.
- 2. Littering** of the common areas is not permitted.
- 3. Prohibited Toys** Skateboards, bicycles, tricycles, motorcycles and any other forms of wheeled toys or vehicles are prohibited on any of the landscaped areas or in the recreation/pool areas.
- 4. Outside Installations** No outside installation of any type, including but not limited to clotheslines or hanging laundry, shall be maintained on any residence.
- 5. Noise Control** No loud noises, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the residence and its contents, are permitted in the properties.

## Architectural Standards and Guidelines

*The Architectural Review Committee's responsibilities come from the governing documents. The ARC is responsible for maintaining the aesthetics, harmony, and uniformity of improvements on the properties in accordance with the standards set forth in the CC&Rs and Architectural Guidelines. The ARC meets monthly, and with the assistance of a professional architect, reviews applications for exterior improvements, modifications, additions, or architectural changes in the community.*

Please refer to the CC&Rs, and Management Documents for improvements that require approval by affecting the exterior of your property or the grounds covered by the Architectural Standards. Environmentally safe and environmentally sustainable products should be used to the extent possible. If there is a question as to the approval requirement of a modification, it is the responsibility of the homeowner to check with the ARC.

1. **Preservation** of the architectural character of the community is the responsibility of every homeowner.
2. **Architectural Standards** are established to ensure the community's quality and continuous desirability.
3. **The Association acting** through the designated committees is responsible to control the character of homes, landscaping and maintenance required to be undertaken by individual homeowners.
  - a. In the absence of appointed "Committees," the Board of Directors will act as the "Committees."
4. **No improvement(s) or alteration(s)** to the exterior of a lot or residence may be commenced until plans have been submitted to and granted final approval by the applicable "Committees".
5. **All plans for improvements or alterations** are to be submitted to **Ocean Ranch at Bear Brand Homeowners Association, c/o the Association's Management Company**, in accordance with the **Architectural Standards** and amendments thereto.

- 6. Any condition or material** not specifically addressed herein or in the CC&Rs shall become a matter of judgment on part of the "Committees."
- 7. Failure to adhere to the Architectural Standards,** Rules and Regulations or the provisions of the CC&Rs regarding architectural review and control will constitute a violation of the Association Management Documents and be subject to enforcement and the provisions of the Association Fine Schedule (Section - 11)
- 8. View Obstructions -** views are protected from unreasonable obstruction in the Association's Management Documents.
- a.** No unreasonable obstruction may be created from one neighbor to another.
  - b.** The Architectural Standards include standards and restrictions to assist in view preservation.
  - c.** Resolution of view obstructions issues should be attempted between/among neighbors
  - d.** These issues can normally be avoided by agreements between/among neighbors in advance of construction or planting.
  - e.** In the event the neighbors cannot come to an amicable resolution, the ARC will enforce the standards and restrictions in place.
- Note:** Under the CC&Rs, only "unreasonable" view obstructions are prohibited; thus, absolute view rights are not protected

## Tenant and Guest Rules and Regulations

*The objective of Ocean Ranch's Tenant and Guest Rules and Regulations is to clarify responsibility for complying with the Ocean Ranch Homeowners Association's Management Documents. The term Management Documents include the Association's Rules and Regulations, Architectural Guidelines, Bylaws, Articles of Incorporation, and recorded Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Ocean Ranch, as amended and supplemented.*

The Association may, in its discretion, pursue enforcement by administrative action (e.g., warning letter, hearing, fine, or other disciplinary action) or by proceedings at law or in equity

- 1. Members Responsibility** - In the event that an owner leases or rents his/her property, it is the **owner's** responsibility to see that the tenants are supplied with a current copy of these Rules and Regulations.
- 2. Definition of Tenant** - For the purpose of these Rules and Regulations, a tenant shall be defined as anyone in possession of a member's unit in exchange for any sort of consideration, or with the permission of the member(s)
- 3. Members Use of HOA Amenities during Lease Period** - Members of rented or leased units relinquish the use of the Association's amenities.
- 4. Members Responsibilities for Tenants and Guests** - Members who have tenants occupying their property or who invite guests or invitees into the Development ***shall be responsible for the conduct of such tenants, guests, and/or invitees*** (in addition to being responsible for family members and residents at the property), including, without limitation:
  - a.** any violations by any such persons of the Association's CC&Rs and/or Rules and Regulations or other Management Documents and policies,

- b.** property damage caused,
- c.** acts of vandalism, or
- d.** assault or battery of any other residents, guest, or invitees in the Development.

**5. Penalties and Restrictions -** The Board in its discretion, may determine to exclude from the Development any member's guest or invitee who does not comply with the Association's CC&Rs and Rules and Regulations

- a.** in addition the Board may levy a fine against the member for the violation in an amount up to \$1,000.
- b.** or, the Board may impose other restrictions upon permitting the guest or invitee to enter into the Development, such as prohibiting the guest or invitee from driving a vehicle in the Development.
- c.** or, requiring the member to escort the guest or invitee from the vehicle access gate to the member's property.

## Real Estate Open House and Signage Rules

*The objective of the Real Estate Open House and Signage rules is to establish a set of rules that Real Estate Agents and Members must follow when buying or selling a house in the Ocean Ranch HOA*

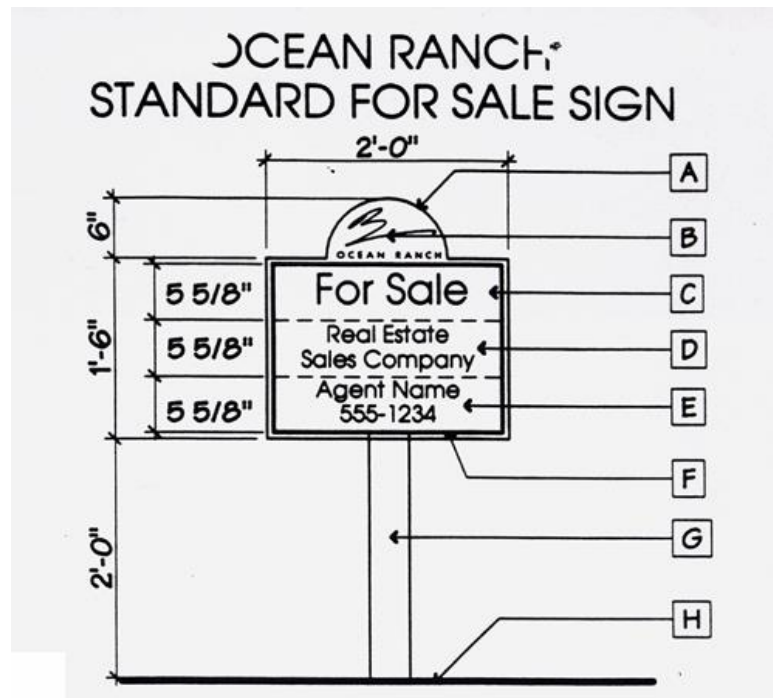
The following guidelines set forth the requirements for the placement and maintenance of real estate signs within Ocean Ranch and the rules for operating real estate open houses.

1. **For Sale Signs** – Only one sign per property is allowed. The sign must be the Ocean Ranch standard sign, as shown on the attached exhibits. No additional riders ("sold", "ocean view", "pool", etc.) may be attached. All nonconforming signs will be immediately confiscated. For Lease and For Sale by Owner signs must also conform to these regulations.
  - a. The sign shall be placed at the center of the lot, 10 feet (10') back from the back edge of the sidewalk.
  - b. For corner lots, the sign shall be placed at the center of the lot on the street of address.
  - c. If the center of the lot location is hardscape, the sign shall be placed ten feet (10') from the back edge of the sidewalk in the nearest planting/lawn area. In no event shall the sign be closer than ten feet (10') to the sidewalk.
  - d. If there is no sidewalk, the sign must be placed ten feet (10') behind the back if the curb.
  - e. The real estate sign shall be removed within 24 hours of the close of escrow.
2. **Open House Rules** - Prospective buyers may only view a home for sale under the following conditions:
  - a. The Realtor must inform the main gate of hours for the open house.

- b. The main gate will call the Realtor at the residence to announce each buyer prior to granting access.
  - c. The Realtor must be present at the residence to meet prospective buyers. No one will be allowed into the community if the Realtor is not present, or;
  - d. The Realtor must provide the main gate with the name of each person that wishes to view the home along with a map indicating the location of the home for each prospective buyer.
  - e. Those not on the list will be denied access to the community.
3. **Open House** signs will not be permitted at the entrances to the community.

**4. Real Estate Entry Procedures**

- a. Present your business card and Photo ID.
  - b. At no time will visitors requesting to view real estate be admitted unless an active open house is in effect and the visitor has the address of the open house.
  - c. Maps must be provided by real estate agents to assist prospective buyers in finding open house locations.
5. **Prohibited Signs** - The following signs are never allowed within Ocean Ranch.
- a. Flags
  - b. Balloons
  - c. Banners
  - d. Sandwich Board signs
  - d. Vehicle Signs
  - e. Trailer signs
  - f. Humans dressed in costume for advertising purposes

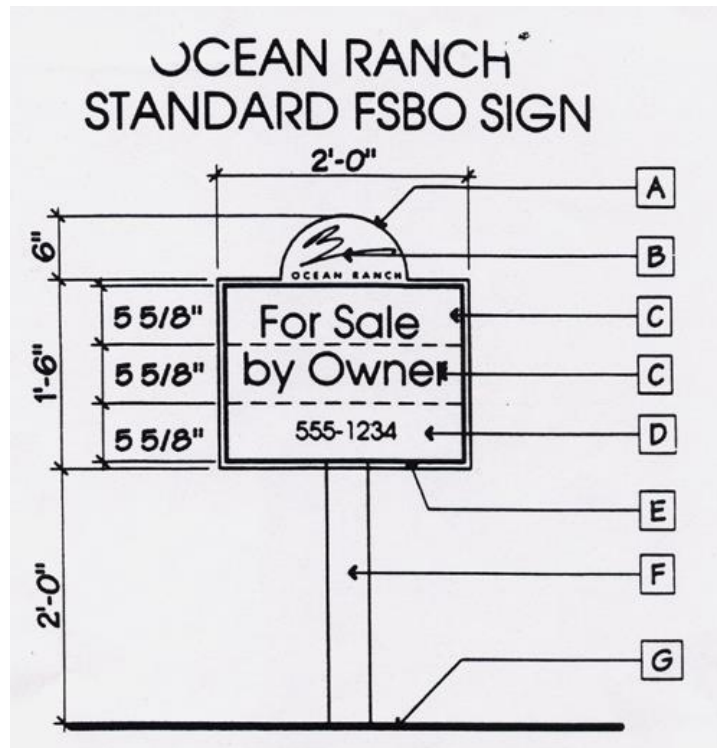


### Notes:

All type shall be AVANT GARDE upper and lower case in black.

- A. Exterior grade sign blank. Edges are to be finished. All surfaces painted white.
- B. Ocean ranch logo in black.
- C. Transaction description. Maximum 3" high letters.
- D. Agency name. Maximum 3" high letters for single Line, maximum 2" high letters for two lines.
- E. Agent's name and phone number. Maximum 2" high letters and numbers. Only one Phone number allowed.
- F. Accent border -1/4 • wide black line with 1/2" wide white border outside.
- G. 4 x 4 posts. All surfaces painted white.
- H. Ground line.



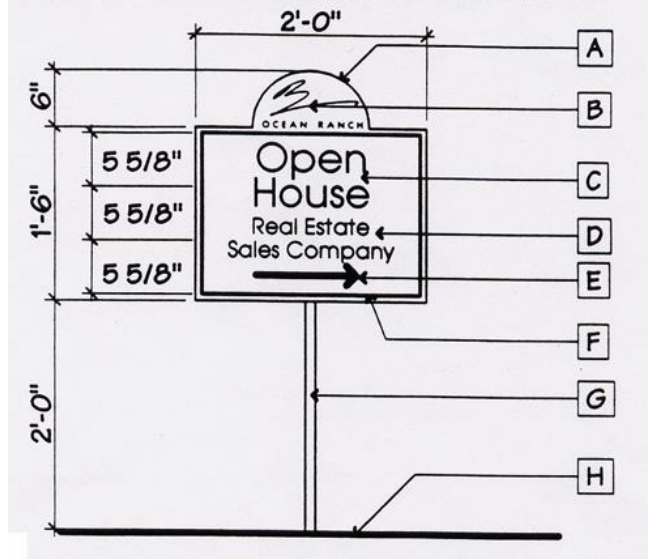


### Notes:

All type shall be AVANT GARDE upper and lower case in black.

- A. Exterior grade sign blank. Edges are to be finished. All surfaces painted white.
- B. Ocean Ranch logo in black.
- C. Transaction description. Maximum 3" high letters. Contact name. Maximum 3" high letters for single Line, maximum 2" high letters for two lines.
- D. Phone number. Maximum 2" high letters and numbers. Only one Phone number allowed.
- E. Accent border -1/4" wide black line with 1/2" wide white border outside.
- F. 4 x 4 posts. All surfaces painted white.
- G. Ground line

## OCEAN RANCH STANDARD REALTOR OPEN HOUSE SIGN



### Notes:

All type shall be AVANT GARDE upper and lower case in black.

- A. Exterior grade sign blank. Edges are to be finished. All surfaces painted white.
- B. Ocean ranch logo in black.
- C. Transaction description. Maximum 3" high letters.
- D. Agency name. Maximum 3" high letters for single Line, maximum 2" high letters for two lines.
- E. Arrow. Maximum 2" high letters and numbers.
- F. Accent border -1/4" wide black line with 1/2" wide white border outside.
- G. 4 x 4 posts. All surfaces painted white.
- H. Ground line.



### Notes:

All type shall be AVANT GARDE upper and lower case in black.

- A. Exterior grade sign blank. Edges are to be finished. All surfaces painted white.
- B. Ocean ranch logo in black.
- C. Transaction description. Maximum 3" high letters.
- D. Agency name. Maximum 3" high letters for single Line, maximum 2" high letters for two lines.
- E. Agent's name and phone number. Maximum 2" high letters and numbers. Only one Phone number allowed.
- F. Accent border -1/4 • wide black line with 1/2" wide white border outside.
- G. 4 x 4 posts. All surfaces painted white.
- H. Ground line

## Fine Schedule

*Fines may be levied by action of the Board of Directors, after notice and hearing, in accordance with the schedule below. For violation of any of the Management Documents, the Board of Directors has the discretion to impose monetary penalties (“fines”) in accordance with the following schedule.*

The Board, in its discretion, may impose up to the maximum fine amount (e.g., \$500, \$1,000 or the amount of an architectural deposit) and/or pursue other disciplinary action on a first or subsequent violation if the Board determines, in its discretion, the facts and circumstances of the violation merit such disciplinary action.

**1st Offense Notice of Violation** with a request to correct/repair the deficiency.

- a. However, if the first offense concerns installation or construction of unapproved improvements in violation of the Association’s Management Documents, or any violation of the Policy Regarding Curfew Restrictions, Unauthorized Persons in the Development, or Homeowner Responsibility for Tenants, Guests, Invitees, etc., the Member will be invited to a hearing before the Board and subject to an initial fine of up to \$1,000 and the fine amount may continue to double for subsequent offenses (e.g., continuing construction work after receipt of a cease and desist notice or other notice of violation or proceeding with other unapproved improvements).
- b. In addition, failure to submit a Notice of Completion of architectural improvements may, in certain instances (as described in the Architectural Guidelines), result in the levy of a fine equal to the amount of any architectural deposit submitted in connection with an architectural application

**2nd Offense Hearing before the Board;** subject to a fine of up to \$100 fine, plus request to correct/repair.

**3rd Offense Hearing before the Board;** subject to a \$250 fine, plus request to correct or repair.

**OCEAN RANCH AT BEAR BRAND HOA  
RULES AND REGULATIONS**

**4th Offense Hearing before the Board;** subject to a \$500 fine, plus request to correct or repair.

**Note:** Fines will continue to double with each repetition of the offense.

**The Board of Directors will determine an appropriate period of time for curing of violations.**

**Note:** If the Association is required to incur costs of repair or other costs as a result of a violation, the responsible party shall, in addition to any fine(s) that may be levied, reimburse the Association, by way of special assessment, for such costs.

**Legal Action Fine Schedule**

- a. Legal Action** – Violation of Management Documents involving issuance of Cease and Desist Notice or other action by Association's legal counsel.
- b. Hearing before the Board;** subject to a fine of up to \$1,000. Immediate legal action may be taken against any Member that fails to abide by a Cease and Desist Notice

## Policy of Early Dispute Resolution

*(Civil Code Sections 1363.810 through 1363.850).*

In accordance with California Civil Code Section 1363.820, the Association provides a fair, reasonable, and expeditious procedure for resolving disputes between the Association and an owner involving rights, duties, or liabilities under the Davis-Stirling Common Interest Development Act, the Nonprofit Mutual Benefit Corporation Law, or the Association's governing documents. The procedure supplements, but does not replace the ADR pre-litigation process.

**Alternative Dispute Resolution Summary.** The procedure follows:

1. Either an owner or the Association may request the other, in writing, to meet and confer to discuss resolution of a dispute. While a homeowner may refuse the Association's request to meet and confer, the Association may not refuse an owner's request to meet and confer.
2. The Board shall designate a member of the Board to meet and confer with the owner upon the earliest to occur of the following:
  - a. the first regular Board of Directors meeting held subsequent to the Association's receipt of an owner's written request to meet and confer;
  - b. the first regular Board of Directors meeting held subsequent to the Association's receipt of an owner's written acceptance to meet and confer; or
  - c. within forty (40) days following Association's receipt of such request of acceptance from an owner.
  - d. The Board member so designated shall not have authority to bind the Board of Directors or the Association to any agreement or resolution
  - e. The Board of Directors may, in its discretion, act sooner than as provided above and schedule a special Board of Directors meeting to act on an owner's request to meet and confer.

- 3.** The owner, the designated Board member, and any other necessary witnesses or participants shall meet promptly at a time and place mutually convenient for the owner and the Board member to explain their positions and to confer in good faith in an effort to resolve the dispute. Maximum reasonable use of available local dispute resolution programs shall be utilized when appropriate to do so, depending upon the nature and complexity of the dispute.
- 4.** A resolution of the dispute shall be memorialized in writing and signed by the parties. An agreement or resolution reached using this procedure binds the parties and is judicially enforceable only if it is not in conflict with law and if the agreement or resolution is ratified by the Board of Directors.
- 5.** An owner may not be charged a fee to participate in the process. However, this does not excuse the owner from being subject to any fine that may be imposed for the violation.

## Appendix

## Appendix

The Appendix contains any of the forms that are referenced in the manual for use by the Homeowners



## Member Special Event Access Request

This form is required by all homeowners hosting a party where more than thirty-nine (39) guest vehicles will be entering the community and has been established for the benefit of members and their guests, to avoid the inconvenience of unnecessary admittance delays. Please complete each step of this form in its entirety and forward with a guest list and, if required, payment for additional gate attendant services, at least five (5) days prior to the event

### STEP 1 – Please provide basic information about your event

Homeowner: _____	Address: _____
Contact Person: _____	Phone #: _____
Event Date: _____	Start Time: _____ End Time: _____
Total Number of Guests: _____	Total Number of Vehicles: _____

**GUEST LIST INPUT TO QUICKPASS OR PROVIDED TO GATE ATTENDANT ALPHABETICALLY** ☐ YES ☐ NO  
**DATE PROVIDED:** \_\_\_\_\_

**STEP 2 - Please indicate the number of guest vehicles** expected for your event by checking one of the four boxes below. Please include caterers, service providers and any guests already included on your **Permanent Guest List**

<input type="checkbox"/>	<b>0 – 39 Vehicles</b>	<b>Additional guard not required unless multiple events are requested (notification to follow)</b>	<b>To be determined</b>
<input type="checkbox"/>	<b>40 – 90 Vehicles</b>	<b>1 additional attendant required</b>	<b>\$100</b>
<input type="checkbox"/>	<b>91 – 140 Vehicles</b>	<b>2 additional attendants required</b>	<b>\$150</b>
<input type="checkbox"/>	<b>Over 140 Vehicles</b>	<b>3 additional attendants required</b>	<b>\$200</b>

**STEP 3 – Include a check** for the appropriate amount based upon the information provided in **STEP 2** above

**STEP 4 – Sign below and send the form, guest list, parking plan and a check**, if necessary, to **Ocean Ranch HOA, c/o FirstService Residential, Inc. One Polaris Way #100, Aliso Viejo, CA 92656, Facsimile: (949) 448-6449 Phone: (949) 448-6132 E-Mail: [christina.rodriques@fsresidential.com](mailto:christina.rodriques@fsresidential.com)**

*I/We, members of the HOA, agree to abide by the Rules and Regulations and CC&R provisions including, but not limited to, special events and parking guidelines drafted for the benefit of all members of HOA*

**THE UNDERSIGNED CERTIFIES THAT THIS EVENT IS FOR NON-COMMERCIAL PURPOSES**

\_\_\_\_\_  
Homeowner Signature

\_\_\_\_\_  
Date

<b>This Section is For FirstService Residential Use Only</b>	
Gate _____ No. Additional Attendant(s) _____ Attendant(s) to arrive 15 minutes prior to the <i>Start Time</i> Invoice separately. Should you have any questions or need clarification contact the signer below at (949) 448-6132, immediately.	
Agent: _____	Signature: _____ Date: _____
<b>Additional Comments:</b> _____ _____	
Check Date _____ Check Number _____ Check Amount _____ Guest List at Gate _____	

## Recreation/Pool Facility Use Agreement for Private Functions

This form is required by all homeowners in order to use of the Recreation/Pool Facility by a group of individuals (comprised of 10 or more non-residents). Please complete each step of this form in its entirety and forward with required, deposit and insurance certificate at least five (5) days prior to the private function

### STEP 1 – Please provide basic information about your private function

Homeowner: \_\_\_\_\_ Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Event Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_  
Total Number of Guests who are not residents: \_\_\_\_\_

**STEP 2 - PROVIDE THE ASSOCIATION WITH A CERTIFICATE OF PERSONAL LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN \$500,000.00, NAMING THE ASSOCIATION AS AN “ADDITIONAL INSURED” FOR THE PERIOD OF THE PRIVATE FUNCTION.**

### STEP 3 – Include a check for the \$250 security deposit

**STEP 4 – Sign below and send the form, certificate of insurance and a check, to Ocean Ranch HOA, c/o FirstService Residential, Inc. One Polaris Way #100, Aliso Viejo, CA 92656, Facsimile: (949) xxxx Phone: (949) 448-6132 E-Mail: xxxxx@meritpm.com**

*I/We, members of the HOA, agree to abide by the Rules and Regulations and CC&R provisions including, but not limited to, special events and parking guidelines drafted for the benefit of all members of HOA*

**THE UNDERSIGNED CERTIFIES THAT THIS EVENT IS FOR NON-COMMERCIAL PURPOSES  
AND THAT NO ALCOHOLIC BEVERAGES WILL SOLD AT THE FUNCTION**

\_\_\_\_\_  
Homeowner Signature

\_\_\_\_\_  
Date

### This Section is For FirstService Residential Use Only

#### Additional Comments:

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

Security Deposit: Check Date \_\_\_\_\_ Check Number \_\_\_\_\_ Check Amount \_\_\_\_\_

Refund: Check Date \_\_\_\_\_ Check Number \_\_\_\_\_ Check Amount \_\_\_\_\_