

THE FARM COMMUNITY ASSOCIATION COMMUNITY HANDBOOK

ADOPTED 7.18.22

THE FARM COMMUNITY ASSOCIATION RULES AND REGULATIONS

Section I: Introduction.

The Farm Community Association (“**Association**”) is the homeowners association established to operate and maintain the planned residential community known as “The Farm” (“**Community**”) in the City of San Juan Capistrano. When complete, the Community may consist of up to 169 homes, and common area including parks and recreational facilities. Because community living relies on the mutual cooperation of all to be successful, the Association created these rules and regulations (“**Rules and Regulations**”). Inside you’ll find practical rules, regulations and guidelines that are intended to help foster a harmonious, enjoyable and safe environment for all residents of the Community. These Rules and Regulations contain basic guidelines that, if observed, help ensure that the grounds of the Community remain in good condition and that neighbors treat each other with respect and consideration.

These Rules and Regulations are intended to interpret and provide additional detail and practical application of the provisions of the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of The Farm Community Association (“**Declaration**”), Articles of Incorporation of The Farm Community Association (“**Articles**”), the Bylaws of The Farm Community Association (“**Bylaws**”), and the Supplemental Declarations of Covenants, Conditions and Restrictions and Declaration of Annexation (each, a “**Supplemental Declaration**”) (collectively the “**Governing Documents**”). The Board of Directors of the Association has the power to revise the rules, regulations, and any guidelines, policies and procedures set forth in these Rules and Regulations from time to time.

These Rules and Regulations are intended to be interpreted in a manner that is consistent with the Governing Documents but they do not amend the Governing Documents. In the event of any conflict between these Rules and Regulations, on the one hand, and any one or more of the Governing Documents, on the other hand, the provisions of the applicable Governing Document shall prevail.

These Rules and Regulations constitute the “**Rules**” contemplated by the Declaration. All Owners, residents and their guests are required to follow these Rules and Regulations for the good of the Community and the well-being of its residents. Please read these Rules and Regulations carefully, and be sure your family, guests and tenants fully understand and follow the rules, regulations and guidelines set forth below. If you have questions, please contact the Management Company.

As you read through these Rules and Regulations, you will encounter initially capitalized terms. Except as otherwise defined in these Rules and Regulations or as the context otherwise requires, these initially capitalized terms have the same meanings given them in the Declaration. For the purpose of these Rules and Regulations, all references to a “Residential Lot” shall mean and refer to a “Lot” (as that term is defined in the Declaration) on which a home has been constructed. Any reference to the “Association Board” will mean and refer to the Board of Directors of the Association (which is referred to as the “Board” in the Declaration and Bylaws).

Association.

The Association establishes and enforces these Rules and Regulations and it enforces the other Governing Documents, manages the financial affairs of the Association, and oversees the operation and maintenance of certain areas within the Community described in the Governing Documents as "Common Area" or "Association Maintenance Areas" or sometimes collectively, the "Common Property." Common Area consists of areas and facilities within the Community that are owned and operated by the Association for the common use and benefit of the Owners. The Association Maintenance Areas consist of either Association-maintained portions of the Residential Lots or areas outside of the Community which the Association maintains but does not own. In each of these areas, a professional management company ("**Management Company**") assists the Association, the Association Board and various Association Board-appointed committees with day-to-day Association matters such as collecting assessments, keeping the Association's books and records, sending meeting notices, investigating complaints, sending courtesy notices and violation notices to Owners, providing the Association Board with contract bids and advice, communicating with Owners and preparing and sending the annual disclosure packages to Owners. The Management Company designated by your Association Board is:

The Farm Community Association
c/o Seabreeze Management Company
Phone: (949) 855-1800 or (800) 232-7517
Customercare@Seabreezemgmt.com
Website: <https://seabreezemgmt.com>

The Association Board governs the Association and meets regularly to make decisions pertaining to those matters for which the Association is responsible. Owners will be notified of the date, time and location of all meetings of the Members and the Association Board. If you are interested in becoming involved in the Association, please contact the Management Company.

Residents of the Community are encouraged to work together to build a harmonious community. If any disputes between individual Owners should arise, the parties are encouraged to try to resolve them on their own. To report problems related to the Community, please contact the Management Company.

Maintenance and Inspection Obligations.

Both Owners and the Association have maintenance and inspection obligations. Owners should consult the Declaration, the Homeowners Maintenance Manual, applicable warranties and other manufacturers' maintenance schedules and recommendations for specific maintenance requirements. As set forth in the Declaration, a portion of the Owners' maintenance and inspection obligations require Owners to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Residential Lots.

Severability.

If any of the provisions of these Rules and Regulations are held to be invalid, the remainder of the provisions shall remain in full force and effect.

Enforcement of Governing Documents.

If there is a violation of the Association's Governing Documents, including these Rules and Regulations, then a Member may submit a Violation Complaint Report to the Management Company, a copy of which is attached to these Rules and Regulations and incorporated herein. No Member complaint can be acted upon by the

Association Board unless there is supporting documentation, i.e., the written complaint. In an emergency situation or under extenuating circumstances, however, the Management Company, in its sole discretion, may choose to act on a complaint that is not in writing, and create its own written record of the situation.

General Rules for Common Area/Association Maintenance Areas.

The following are general guidelines you, your tenants and guests must observe within the Community:

1. **Damage Caused by Owner.** In addition to any compliance assessment / fine payable by the damaging Owner, Owners will be responsible for and bear all costs of repairs and/or replacement for any damage to Common Area and Association Maintenance Areas in accordance with the Declaration, if it is determined that the damage was caused by the Owner, its lessees, guests, employees or contractors. The Association Board reserves the right, under the terms of the Declaration, to deny use of any Association facility to any Member or its guests and tenants at any time.
2. **No Obstruction.** Obstruction of the Common Area or Association Maintenance Areas including, without limitation, the Private Streets and walkways throughout the Community is not permitted. No one may store anything in the Common Area or in an Association Maintenance Area. The Association will not be responsible for any damage to, or loss of, any personal property left in any Common Area or Association Maintenance Area.
3. **Outside Drying or Laundering.** No exterior clothesline shall be erected or maintained or hung within any Residential Lot, except that backyards may be used for clotheslines or drying racks provided that such laundering apparatuses are not visible at street level from outside of the Residential Lot. There shall be no exterior drying or laundering of clothes, towels or any other items on Common Area or Association Maintenance Areas.
4. **Private Streets and Shared Driveways.** No vehicles or other uses, structures or items shall be permitted to block access to the Private Streets or Shared Driveways. Vehicles parked in private driveways, to the extent so permitted under the Governing Documents, shall not extend into the sidewalk or Private Streets. Vehicles should be parked first in the garage of the Residence or in the private driveway so long as the vehicle does not obstruct a sidewalk or Private Street. There shall be no parking in Shared Driveways except in accordance with Section 2.11.8 of the Declaration.
5. **Association Maintenance Area Landscaping on Residential Lots.** Some Residential Lots are subject to Association Maintenance Area easements (which are areas that are maintained by the Association). No Owner may prevent or interfere with Association maintenance activities in the Association Maintenance Areas, nor interfere with the operation of irrigation equipment, or remove or replace plants or other items that are Association-maintained. Owners are responsible for maintaining all other areas of the Residential Lot out to the property line (which is generally marked by the perimeter walls / fencing as originally installed by the builder). Any landscaping or improvements located outside the boundaries of the Owners Lot is owned and maintained by the Association or the City. No Owner may modify or alter such landscaping or improvements.

Conduct Affecting Insurance.

Please refer to Article VIII of the Declaration for additional information regarding Association and Owner insurance requirements. If you have further questions, please contact the Management Company. An Owner who is responsible for an increase in the rate of insurance on the Common Area shall be personally liable to the Association for the cost of the additional insurance premiums. All Owners are required to obtain insurance coverage for their personal property and all other property and Improvements in their Residential Lot.

Front / Rear / Side Yard Landscape Installation.

Each Owner of a Residential Lot shall submit for review and approval by the Design Review Committee prior to commencement of any work, landscaping plans for completion of their rear, front, and side yard landscaping. No improvement work may commence until formal written approval has been issued to the Owner by the DRC. **Submittal of such improvement plan shall occur within six (6) months after the date of the Close of Escrow for the conveyance of the Residential Lot by the Declarant to an Owner.**

Section II: Use Restrictions

Residential Use. Residential Lots shall be used for residential purposes only, provided, however, that any Residential Lot may be used incidentally for the purpose of operating a home based small business if, and only if: (a) The operator of the business lives in the Residence on a permanent, full-time basis; (b) When conducted in the Community, business activities take place solely inside the Residence; (c) Visits by clientele or suppliers are limited to regular business hours and clientele and suppliers park their vehicles only in the driveway or garage of the Residence; (d) The business complies with all laws, regulations and ordinances applicable to the Community, including zoning, health and licensing requirements; (e) The business otherwise complies with the Declaration and is consistent with the residential character of the Community; (f) The operator of the business posts no business-related signage anywhere in the Community; (g) Other than visits by clientele or suppliers, there is no visible evidence in the Community of the business; (h) The business does not generate noise or odors that are apparent outside the Residence; (i) The business does not increase the Association's liability or casualty insurance obligation or premium; and (j) The operation of the business does not result in: (i) any unreasonable increase in the flow of traffic within the Community, (ii) any unreasonable noise or vibration outside of the Residential Lot; (iii) any parking problems within the Community; or (v) any other adverse conditions to the residents. Notwithstanding the foregoing, nothing contained herein shall be deemed to prohibit any home-based business specifically required to be allowed by Applicable Law, including the provision of home health care or assisted living services to residents of the Community, and the provision of family home child care services consistent with the requirements of Section 2.8.2(e) of the Declaration.

Sports Apparatus. No Owner may construct any permanently installed sports apparatus, including freestanding basketball standards, backboards or skate ramps attached to a Residence or to any other Improvement on a Lot, without the prior written approval of the Design Review Committee, which it may withhold in its discretion. Movable sports apparatus such as movable basketball standards, soccer goals, hockey goals, ramps and the like may be used, but shall be put away when not in use, and shall not be seen from neighboring property or Association when put away for storage. Use of sports apparatus that may impact the quiet enjoyment of surrounding neighbors shall be limited to use of such equipment between the hours of 10:00AM and 7:00PM.

Animals.

1. **Governmental Regulations.** Please refer to Section 2.12 of the Declaration for detailed information regarding animal restrictions. Owners must comply with the laws and regulations of the City of San Juan Capistrano, ("City") and the County of Orange, California ("County") regarding control and health of pets. All dogs shall have a current license and all dogs and cats shall have an identification tag. Loose, unattended dogs, cats or other animals without an identification tag may be reported to the local Animal Control for pickup.
2. **Number and Types of Animals.** Section 2.12.1 of the Declaration contains provisions regarding the number and types of animals that may be kept in the Community. No Owner shall keep: (a) more than a total of two (2) dogs; (b) more than a total of two (2) cats, or (c) no more than a total of two (2) of a combination of dogs and cats within such Residential Lot. Additionally, any pet which, in the reasonable determination of Association Board, are determined to be a threat to the safety of any other Owners or Occupants or a nuisance, shall not be allowed under any circumstances. No pet is permitted in a Residential Lot that weighs more than 100 pounds.
3. **Pets in the Community.** Dogs must be kept within an enclosure or on a leash held by a person capable of controlling the animal at all times when outside the fenced Residential yard. Pet owners are responsible for any damage to person or property caused by their pets.

Cleaning Up After Your Pet. Fecal waste deposits made by pets on any Common Area or neighboring property must be promptly cleaned up by the owner of the pet. Waste must be put in a tightly sealed plastic bag before disposal. The pet owner, at his or her sole cost and expense, shall repair any damage caused by the owner's pet, including without limitation damage to landscaping, carpet, stained stucco, and claw marks on Common Area or the Association Maintenance Area improvements. All waste bags must be disposed of in a trash container stored out of view of Common Area and neighboring homes.

4. **Disturbance from Pets.** Unreasonable and/or continuously barking dogs are not permitted anywhere in the community. Any pet that makes noise disturbing to a neighbor must be confined within Residential Lot in a place from which such noise cannot be overheard. Residents who are disturbed by an animal are urged to first contact their neighbor and if unsuccessful, to contact the Association in writing with a formal complaint and contact the Animal Services Department at the City.
5. **Liability.** Each person bringing or keeping a pet within the Community shall be fully liable to other residents and their guests for any damage to persons or property caused by any pet brought upon or kept within the Community by such person or by members of his/her family or guests. If, after notice and a hearing, Association Board finds that a pet is dangerous or creates a nuisance, Association Board may require the pet to be removed from the Community within 7 days.
6. **Outdoor Animal Structures.** Outdoor structures for the housing or confinement of any bird, dog or other animal require design review approval in accordance with the process described in the Design Guidelines.
7. **Human Assistance Animals.** See Section 2.12.2 of the Declaration. Human assistance animals, e.g., seeing eye dogs, are exempt from rules that interfere with their duties. Notice of any exemption claimed by a resident should be sent in writing to Association Board in a timely manner.
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Garages and Parking and Vehicle Regulations

1. **Declaration Parking Restrictions.** Section 2.11 of the Declaration includes detailed vehicle, garage, and parking restrictions.
2. **Restricted Vehicles.** The Declaration further restricts certain "Restricted Vehicles." No Restricted Vehicle may be parked, stored or kept in the Community except for periods of two (2) hours or less in any 24-hour period during loading, unloading, or emergency repairs. However, a resident may park a Restricted Vehicle in a fenced side yard if the Restricted Vehicle is screened from view by other Lots and Common Area, or in the garage so long as the garage is kept closed and the presence of the Restricted Vehicle does not prevent at least one (1) Authorized Vehicle from being parked in the garage at the same time.

For the purpose of this provision and in accordance with Section 2.11.7(c) of the Declaration, although recreational vehicles are classified as Restricted Vehicles, recreational vehicles only may be parked in the Community for periods not to exceed 24 hours consecutively and no more than 48 hours in any 7-day period and not to exceed 4 occurrences per calendar month.

3. **Streets and Parking.** Residents shall use their garage and driveway for their designated parking. No vehicles or other uses, structures or items shall block access to the streets or restrict ingress or egress over the streets. Authorized Vehicles may be parked in driveways but shall not extend into the streets or block the sidewalks. Any vehicle parked on the street must be parked with the flow of traffic. Owners of vehicles which drip excessive amounts of automotive fluids (gasoline, oil, coolant, etc.), will be required to remove the vehicle. All driveways and streets must be kept free of oil/fluid and rust stains. Parking of any type of vehicle, in the rear or side yard of the home is prohibited. The Association has no jurisdiction over the public streets – all complaints concerning public streets shall be reported to the applicable government agency. Vehicles are not permitted to park on the Shared Driveway(s), or the emergency access and fire truck turn-around easements.

4. **Garages.** Each Owner shall at all times ensure that the garage physically accommodates at least the number of Authorized Vehicles for which it was originally constructed by Declarant. Subject to applicable laws governing Accessory Dwelling Units or Junior Accessory Dwelling Units as defined in Sections 65852.2 and 65852.22 of the California Government Code, respectively, the garages shall be used for parking of vehicles and storage of personal property only, and not for any dwelling, commercial, recreational, or other purpose, regardless of how many vehicles are owned by the residents. Garage doors must be kept closed except as necessary for entry or exit of vehicles or Persons. Garages shall be used for parking vehicles only and shall not be converted for living, recreational activities, business or storage that would prevent the ability of an Owner or Occupant to park the number of motor vehicles in the garage that the garage was designed for. No garage space shall be used for non-parking activities (including storage of motorcycles and bicycles) if it will result in the Owner or Occupant using open/street parking space instead of the garage. See Section 2.11(d) of the Declaration for further garage use restrictions. The Association has the right to inspect garages to ensure compliance with this provision.
5. **Vehicle Maintenance.** No automotive repairs, restorations, or any mechanical maintenance shall be conducted within the Community, unless conducted wholly in the garage. No repair, restoration, or maintenance of boats, planes, trailer, or other vehicles or equipment may be conducted in the Community.
6. **Operable and Licensed.** All Authorized Vehicles and motorcycles within the Community must be operable and possess a current license and registration.
7. **Noise.** No one shall race engines, honk horns, spin wheels, permit engines to idle excessively or otherwise create unnecessary noise with motor vehicles or their sound and automotive speaker equipment. All motor vehicles must have adequate muffler and exhaust systems.
8. **Car Alarms.** Should a car alarm continue to go off, the Management Company or the Association may, at the Owner's expense, hire a locksmith and take whatever action is necessary to stop the noise. Vehicle alarms that do not automatically go off after an interval are not allowed. The arming and/or disarming of vehicle security alarms and other security devices shall not disturb residents of the Community.
9. **No Parking Zones and Fire Lanes.** Vehicles may not be parked in "no parking zones." Such no parking zones may be identified by signs, with red-painted curbs, or indicated in the governing documents. Vehicles parked in these no parking zones and fire lanes will be towed immediately without notice and at the vehicle owner's expense.

Nuisances

As provided in the Declaration, nothing shall be done on or within the Community that may be or may become a nuisance to the residents of the Community and / or impact the quiet enjoyment of other occupants. **See Section 2.9 of the Declaration.**

Temporary Buildings; Occupancy of Vehicles.

Subject to applicable laws governing Accessory Dwelling Units or Junior Accessory Dwelling Units as defined in Sections 65852.2 and 65852.22 of the California Government Code, respectively, no outbuilding, tent, shack, shed or other temporary building or improvement may be placed by an owner or a tenant of an owner on any portion of the lot or community either temporarily or permanently, without the prior written approval of the Design Committee. No garage, carport, trailer, camper, motor home, recreation vehicle or other vehicle may be used as a residence in the Community, either temporarily or permanently.

Holiday Decorations.

1. **Acceptable Timeframe.** The acceptable timeframe for winter holiday decorations is from the day after Thanksgiving until January 15th. All other decorations must be displayed no more than 20 days prior to the day of the holiday and must be removed within 14 days after the holiday.
2. **Location.** No Owner may place holiday decorations within the Common Area, except for the Association.
3. **Lights.** All holiday lighting must have a “UL” or comparable rating. Outdoor lights must be designed for outdoor use. Please ensure that lights do not disturb other Owners.
4. **Color Lights.** Decorative lighting that is any color other than white, may be considered as Holiday Decorations by the Board of Directors.

Rental of Residential Lots.

Subject to the restrictions in the Declaration (including Section 2.6), and Applicable Laws, an Owner shall be entitled to rent the Residential Lot for a term of not less than 30 days. The Owner is responsible for all actions of the lessee and subject to the following guidelines:

1. **Zero Tolerance for Short Term Rentals.** All Owners will be strictly prohibited from offering their Residences for occupancy terms of less than thirty (30) days whether offered on their own or offered through advertising on home sharing and vacation booking services such as Airbnb. The Board understands Owners benefiting from the use of short term rentals may receive a significant sum of money for rentals or occupancies of less than thirty (30) days, and so in recognition of such, together with the strong policy of wishing to preserve the residential use of each Residential Lot, and as a disincentive against violations, and to prevent an Owner from profiting from violating the CC&Rs, the Board, in its discretion, may levy a fine (as a monetary penalty) against an Owner for violations of (a) the short-term rental restriction, hotel/transient use restriction, or commercial activity restriction in the CC&Rs in the amount of \$1,000.00 for the first offense, with the fine for each subsequent offense doubling thereafter (i.e., \$2,000.00 for second offense, \$4,000.00 for the third offense, \$8,000.00 for fourth offense, etc.).
2. **Management Company Notification.** All Owners who rent their Residential Lot are required to submit a completed Tenant Registration Form to the Management Company in accordance with California Civil Code Section 4740 prior to the tenant(s) occupancy. A copy of the Tenant Registration Form is attached to these Rules and Regulations.
3. **Written Lease or Rental Agreement.** Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Governing Documents and shall provide that any failure to comply with any provision of the Governing Documents shall be a default under the terms of the lease agreement. Except as may be permitted under Applicable Laws governing Accessory Dwelling Units or Junior Accessory Dwelling Units on a Residential Lot, as defined in Sections 65852.2 and 65852.22 of the California Government Code, respectively, no less than the entire Residential Lot may be rented (individual rental of rooms to separate persons is prohibited). Upon request by the Association, a copy of any lease or rental agreement shall be provided to the Association prior to the tenant’s occupancy.
4. **Compliance with Governing Documents.** A copy of the Governing Documents, including these Rules and Regulations and the Design Guidelines shall be provided by the Owner to each tenant or lessee prior to the lessee’s occupancy. The leasing Owner shall, at all times, be responsible for their tenant’s or lessee’s compliance with all of the provisions of the Governing Documents pursuant to the occupancy and use of the Residential Lot.
5. **No Right of Approval.** Other than to enforce the provisions of the Governing Documents, the Association shall have no right to approve the tenant or lessee on any basis, or to approve or reject particular business terms of the lease or rental agreement. If Owners provide the Association with the terms of any leases or rental agreements, renewals, extensions or amendments, such terms shall be held in confidence

by the Association at all times and shall not be disclosed except to the limited extent necessary for the enforcement of the Governing Documents.

6. **Association Amenities.** Use privileges for amenities and Common Area transfer to the lessee or tenant. An Owner shall have no personal use privileges upon leasing their Residential Lot.
7. **Assessments and Voting Rights.** A lessee or tenant shall have no obligation to the Association to pay assessments or fines imposed by the Association nor shall any lessee or tenant have any voting rights in the Association. The assessments and voting rights remain with the Owner during the term of the lease or rental agreement. Fines and penalties levied by the Association in connection with violations of the Governing Documents or Rules and Regulations by a lessee or tenant are the sole responsibility of the Owner-landlord.
8. **Signs.** Owners displaying signs within the Community are subject to the restrictions set forth in the Declaration and the Design Guidelines and any Applicable Laws.

Trash Disposal.

Trash, garbage or other waste must be kept only in approved sanitary, properly closed containers. No trash or debris is to be left in any area that is visible to others, such as walkways, Common Area or Association Maintenance Areas, except when trash cans are set out in the street for trash collection. No Owner shall permit or cause any trash or refuse to be kept on any portion of the Community other than in the receptacles customarily used for it, which shall be stored out of public view, within garages or in the side / rear yard, except on the scheduled day for trash pickup. **Containers shall be placed in designated areas no earlier than twelve (12) hours before the scheduled pick-up time. Containers must be returned to garages or side / rear yard out of sight by no later than twelve (12) hours after trash pickup is scheduled.** Owners shall be subject to fines imposed by the Association for failing to comply with guidelines regulating the times during which containers may be placed in designated areas.

Maintenance.

Each owner is responsible for maintaining the entire exterior of their home and grounds. Owners must maintain grounds in healthy and vigorous condition. This includes, but is not limited to landscape maintenance, removal of trash, painting and structural maintenance. If your property is a corner lot, you may be responsible for the maintenance of the side yard between your fence and the street. Owners are responsible for necessary tree trimming, including proper clearance of sidewalk areas. Owners are responsible for maintenance of the driveway, fences, stucco, walkways and paint.

Landscaping.

Each owner of a Residential Lot must keep all landscape on their Residential Lot (other than Association Maintenance Areas, if any) neatly trimmed, properly cultivated, irrigated and free of trash, weeds and other unsightly materials. The Association shall have the right, but not the obligation, to require any owner to remove, trim, top or prune any bush, tree, shrub or plant that in the reasonable belief of the Board detracts from the appearance of the Community.

***Please see the Design Guidelines for more detailed explanation on landscape related improvements, maintenance and requirements. ***

Design Review.

No Improvements of any kind whatsoever shall be commenced, erected, placed or altered upon or around any Residential Lot until the Owner has submitted complete plans and specifications showing the nature, kind, shape, height and materials of such Improvements, including the color and any other requirements set forth in The Farm

Design Guidelines and any Community Association Design Guidelines (“**Plans and Specifications**”), and such Plans and Specifications have been approved in writing as to harmony of external design and location to surrounding structures and topography by Association Board.

Noise Control

Owners shall be required to keep noise to a minimum between the hours of 10:00 P.M. and 8:00 A.M. Monday through Sunday in order to help foster enjoyment of property and harmony within the community. Homes within the Community have been designed to encourage indoor/outdoor living, and as such it is anticipated that residents may generate noise while utilizing their outdoor spaces which will be heard by other homes within the Community. Residents, while encouraged to enjoy this aspect of their homes should also be considerate of the impacts from noise they are generating on other residents within the Community, by keeping noise levels to a reasonable level. Residents shall not violate the City noise ordinance, if any. If a resident experiences excessive noise from a neighbor, residents should contact the neighbor and if needed, should contact the City Police Department. A resident may also complete a Violation Complaint Report regarding the excessive noise and submit it to the Management Company.

Security Cameras

Owners may install personal security cameras on the exterior of their home without prior written approval of the Design Review Committee, so long as the cameras are aesthetically consistent with the exterior color(s) of the home, and all wires/cables are hidden from view. Any Owner installed camera(s) must not have a video line of sight that is directed towards or into an area of implied privacy such as a neighboring Owner’s private yard area. Should the installation be deemed aesthetically inconsistent by the Board, or a complaint is submitted that the security camera is directed towards an area of implied privacy, Owners may be required to alter, replace or remove the security device and/or wiring.

RECREATION FACILITIES

The recreation facilities hours of operation are from 7:00 a.m. To 9:00 p.m. Sunday – Thursday and 7:00 a.m. To 10:00 p.m. Friday and Saturday. Use of the facilities is on a first come, first serve, basis. No areas within the facilities will be permitted to be reserved, blocked off or controlled for anyone owner or resident’s sole benefit. Use of the facilities will be at each individuals own risk, and the association assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property.

Pool / facility keys

The maximum number of pool / facility keys per household shall be two (2). Replacement of lost key(s) must be obtained through the association’s management company, with payment made to The Farm Community Association. The replacement cost is \$50.00 per key. If the pool / facility keys are electronic fob keys, the lost fob(s) will be electronically deactivated.

GUEST POLICY

1. Guests may use the facilities only when accompanied by a resident.
2. Each household is allowed to have a maximum of six (6) guests at any time within the pool facilities.
3. The neighborhood association and its authorized representatives reserve the right to request a guest within the facility to provide their key or fob at any time to verify their membership. All guests within the facilities must be accompanied by a member of the association.

4. Owners and residents shall observe the maximum occupancy limit posted on-site. Use of the facilities and number of guests within the facilities is on a first come, first serve, basis. Respect and consideration will be required for the harmony of all those utilizing the facilities.

POOL / FACILITIES RESTRICTIONS

1. Smoking, of any kind, inside or anywhere near the facilities is strictly prohibited. This includes any form of electronic delivery device, or any other natural or synthetic tobacco or plant product intended for inhalation.
2. No glass bottles, or any kind, or any other glass containers / objects are permitted or allowed within the facilities.
3. Consumption of alcohol is strictly prohibited. No exceptions.
4. Children under the age of 14 are not allowed in the recreation facilities unless accompanied by an adult.
5. All swimmers and occupants shall wear a bathing suit at all times. Nudity is strictly prohibited.
6. There shall be no running, horseplay, ball, frisbee or object throwing in or around the pool / facilities.
7. Pets are strictly prohibited from the pool / facilities.
8. No unduly loud or disturbing noise or music is allowed.
9. Pop-up tents, ez-ups or similar temporary shading structures are not permitted within or around the pool / facilities. Occupants will be permitted one (1) temporary umbrella that shall be removed once use of the facilities is completed.
10. Please be considerate of your fellow residents and limit the number of rafts, inflatable toys, boards or any other like toys in the pools. Remove all items from the pool that are not in use.
11. Use of portable bbq's is not permitted within the pool / recreation facilities. Residents are encouraged to utilize the bbq's provided by the association. It will be the responsibility of the residents to clean the bbq grill(s) after each use.
12. It shall be the responsibility of the resident and occupants of the facilities to properly clean up after themselves.
13. Burning of materials, foods or any items within the fire pits will be strictly prohibited.
14. Occupants shall obey any and all posted signage.

Section III: Procedures for Enforcement of the Governing Documents.

The Association Board is authorized to impose monetary penalties and to temporarily suspend certain membership privileges and impose other appropriate discipline for failure to comply with the Declaration, Bylaws, Rules and Regulations or Design Guidelines. Enforcement of the Governing Documents depends on the participation and cooperation of all Owners, lessees and guests of the Owners.

REPORTING OF VIOLATIONS.

Reporting Violations. Violations may come to the attention of the Association through written complaints by Owners or through visual observations by one or more Association Board members or by the Management Company.

Written Complaints. All complaints must be submitted in writing to Association Board, in care of the Management Company, with the complainant's name, address and telephone number, in order for action to be taken regarding an alleged violation. Each complaint must cite the alleged violators name and address (if known), date, time and nature of the violation and provide a factual statement supporting the charges of the alleged violation. A Violation Complaint Report form is attached to these Rules and Regulations for your convenience.

Confidentiality. Complaints will be held in confidence to the extent permissible by law; however, if requested by Association Board, it is the responsibility of the person filing the complaint to appear before Association Board to be heard regarding the alleged violation.

VIOLATION NOTIFICATION.

Courtesy Notice. Upon observation of a violation or receipt of a written complaint, the Management Company may send a violation letter. The Management Company may send a written "friendly reminder" ("**Courtesy Notice**") to the offending Owner of record at the address appearing in the records of the Association and. Courtesy Notice will describe the general nature of the alleged violation and request correction of the violation by a stated date. The Association is not obligated to provide a Courtesy Notice to the Owner or the Owner's tenant.

Violation Notice of Hearing. Upon observation of a violation or receipt of a written complaint, the Management Company may send a formal written notice of hearing to the Owner scheduling an Association Board hearing on the violation and advising the Owner that compliance assessment, fines and / or penalties may be imposed ("**Notice of Hearing**"). The Notice of Hearing shall be delivered personally or mailed by first class mail, to the offending Owner at the last known address listed, and to the tenant at the tenant's address within the Community, at least 10 days before the proposed date of hearing on the alleged violation. The notice shall contain the following:

1. an explanation in clear and concise terms of the nature of the alleged violation;
2. a reference to the section of the Governing Documents which the Member is alleged to have violated; and
3. the date, time and place of the hearing.
4. The Notice of Hearing may also include the amount of any monetary penalties which may be imposed at the hearing if the violation is not corrected, and the amount of any additional monetary penalties which may be imposed at the hearing for the continuation and/or repetition of the violation and shall

include a description of other penalties which may be imposed, including, without limitation, the membership rights which may be suspended by Association Board decision at the hearing.

HEARING PROCEDURES.

Violation Hearing. If the violation is not corrected before the scheduled hearing, Association Board will hold a hearing on the date and at the time and place set forth in the Notice of Hearing (“**Hearing**”). The Hearing will be held regardless of whether the Owner attends the Hearing, and an appropriate monetary fine and other penalties may be imposed, including, without limitation, the suspension of membership rights in accordance with the Governing Documents. Any determination made by Association Board is binding notwithstanding the absence of the Owner.

Owner’s Participation at the Hearing. At the Hearing, the Owner will be given an opportunity to present facts and/or arguments disputing the alleged violation and/or against the imposition of any penalty or disciplinary action. If the Owner cannot attend the Hearing, he or she may submit a written statement and any supporting information to the Association. At the Hearing, the Owner will be given an opportunity to present extenuating or mitigating facts or arguments. If an Owner fails to attend the hearing, Association Board will decide the case on the facts presented in the written complaint(s), the Owner’s written statement submitted in lieu of appearing at the Hearing, or on other pertinent oral or written evidence presented to Association Board.

Association Board’s Findings. Association Board will make a determination as to whether a violation was committed. If Association Board determines that a violation exists or was committed, Association Board can impose reasonable monetary penalties and/or discipline against the Owner as provided for in the Declaration and in these Rules and Regulations.

Sanctions. If the Owner has corrected the violation within the timeframes given, Association Board will not impose any additional monetary fines or penalties. If the Owner continues to be in violation, Association Board will determine what sanctions are appropriate.

Notice of Disciplinary Action. If Association Board imposes discipline, Association Board shall provide the Owner a written notification and explanation of the suspension, fine or conditions of the disciplinary action either in person, or by delivery by first class mail, within 15 days following the action.

Suspension of Privileges, Monetary Penalties & Reimbursement Assessments.

If Association Board finds an Owner (and/or his or her guests, residents, or tenants) in violation of the Governing Documents, or in need of levying a reimbursement assessment for fees incurred by the Association on behalf of the Owner, after reviewing the facts and/or evidence presented at the Hearing, pursuant to the guidelines set forth in the Association’s Declaration and Bylaws, Association Board may in its discretion levy any or all of the following penalties and sanctions, or reimbursement assessment:

- i. Monetary fines;
- ii. Suspension of an Owner’s (and/or his or her guests, residents or tenants) membership rights and privileges; including but not limited to the use of the Recreation Facility and pool and spa
- iii. Removal of any non-conforming structure or improvement;
- iv. Compliance Assessment against an Owner for any costs incurred by the Association, including attorney’s fees and costs, with respect to the violation; and
- v. Reimbursement Assessment against an Owner for any legal costs incurred by the Association in order to defend itself against possible legal action brought forth by an Owner. Owner shall be required to work with the Association by requesting an IDR meeting prior to engaging their own legal counsel.

Fine Schedule. Upon notice and a hearing, Association Board may impose fines. Fines shall be in addition to any assessment levied to reimburse the Association for expenses and costs. Fines may be levied in accordance with the following schedule: Fines will continue on a month basis until the Owner is in compliance.

Level	Violation	Range of Fine Amount
1	First violation of any kind	\$100 to \$200
2	Second violation of the same or similar kind	\$300 to \$400
3	Third violation of the same or similar kind	\$500 to \$600
	Continuous Violation	Fine amount can double at each hearing

All fines, including Compliance Assessments representing the attorneys' fees and costs incurred by the Association in enforcing the Governing Documents, shall be a charge against the Owner of the Residential Lot. Any and all fines shall be billed to the Owner's account for the Association.

The Association reserves the right to use any legal remedy available to enforce the Governing Documents against an Owner, including, without limitation, the collection of any fines imposed against an Owner for violating the Governing Documents, injunctive relief and/or declaratory relief. Board of Directors may authorize level 2 or 3 fine amount for a 1st time violation based on a specific circumstance and/or facts, e.g. severity of violation and impact to the Association and other members, history of non-compliance, cooperation by Owner, and multiple violations.

ENFORCEMENT AND FINE SCHEDULE FOR SHORT TERM RENTALS

All Owners will be strictly prohibited from offering their Residences for occupancy terms of less than thirty (30) days whether offered on their own or offered through advertising on home sharing and vacation booking services such as Airbnb. The Board understands Owners benefiting from the use of short term rentals may receive a significant sum of money for rentals less than thirty (30) days, and so in recognition of such, together with the strong policy of wishing to preserve the residential use of the Separate Interest, and as a disincentive against violations, and to prevent an Owner from profiting from violating the CC&Rs, the Board, in its discretion, may levy a fine against an Owner for violations of (a) the short-term rental restriction, hotel/transient use restriction, or commercial activity restriction in the CC&Rs in accordance with the following:

Violation	Range of Fine Amount
First violation	\$1,000.00
Second violation	\$2,000.00
Third violation	\$4,000.00
Fourth violation	\$8,000.00
Continuous Violation	Fine amount can double at each hearing

The foregoing fines shall be in addition to any other disciplinary action or remedies available to the Association (after providing the Owner notice and an opportunity for a hearing). The foregoing shall not be construed to limit or restrict the Association from immediately proceeding with filing legal action or pursuing other available enforcement action to remedy a violation. Failure to comply with any of the other provisions of this Policy (e.g., the lease agreement requirements) shall subject the responsible Owner(s) to monetary fines in accordance with the Association's regular Fine Schedule contained in the Rules and Regulations and/or all other the remedies provided under the Governing Documents or otherwise authorized in law or in equity.

Section IV: Voting and Election Rules and Procedures

These rules apply only to the following elections:

- a) Approval of an assessment increase above the levels allowed to be made by the Board pursuant to Civil Code § 5605;
- b) Elections of Directors;
- c) Amendments to the governing documents (as defined in *Civil Code* § 4075); and
- d) Grant of exclusive use of a portion of the Common Area pursuant to *Civil Code* § 4600.
- e)

Qualifications for Membership Voting

Only Owners, as defined in the Declaration, are Members of the Association. A Member shall be entitled to one (1) vote for each Residential Lot owned. When more than one person holds an interest in any Residential Lot, all such persons shall be Members. The vote for such Residential Lot shall be exercised as the Owners collectively determine, but in no event shall more than one (1) vote be cast with respect to any Residential Lot.

If title to a Residential Lot is held by a legal entity that is not a natural person, the governing authority of that legal entity shall have the power to appoint a natural person to exercise its member rights. The designation must be in writing and delivered to the Association before ballots are distributed. Any designation shall remain in effect until it is modified or revoke.

Verification of Voter List

For each election of Directors, the Association shall compile a candidate registration list and a voter list. The voter list shall include name, voting power, and either the physical address of the voter's separate interest, the parcel number, or both. The mailing address for the ballot shall be listed on the voter list if it differs from the physical address of the voter's separate interest or if only the parcel number is used. Members are allowed to verify the accuracy of their individual information on both lists up to 30 days before the ballots are distributed. Unless required by law, Members are not allowed to review and comment on individual information of other members. Instructions for making corrections will be provided with the list information. Corrections will be made within two business days.

Qualifications for Candidacy and Continued Service on the Board

Pursuant to the Governing Documents, any candidate ("**Candidate**") for a position on the Association's Board and any incumbent Director must be in good standing with the Association.

For purposes of these rules, the following shall constitute the determination of good standing (See Bylaws for further details):

- a) Candidates must be Members of the Association. any Member that is not a natural person (such as a corporation or a trust that owns a Residential Lot) may appoint a natural person (who need not be a Member) to be a Candidate on its behalf.
- b) If the Candidate, if elected, would be serving on the board at the same time as another Member who holds joint ownership interest in the same Residential Lot as the Candidate and the other member is either properly nominated for the current election or is an incumbent director, the Candidate may be disqualified.

- c) Candidates must not be delinquent in the payment of any regular or special assessments, with the exception of Owners who have entered into a valid payment plan with the Association or have paid under protest.
- d) Candidates must not have been convicted of a crime that would prevent or make economically infeasible the Association's purchase of fidelity bond coverage required by Civil Code Section 5806, or cause termination of the fidelity bond coverage.

In any event, any qualified Candidate may nominate himself/herself to run for a director position, in accordance with the Governing Documents, the *Civil Code*, and *Corporations Code*. However, nominations from the floor are not permitted. Write-in candidates are not permitted and will not be counted.

Only Candidates who are in good standing are qualified to be Candidates for election to the Board.

If the Association determines that a potential Candidate or Director is not in good standing, the Association shall give the person an opportunity to participate in its internal dispute resolution procedure to determine if the person can resolve the outstanding issue and become a qualified Candidate or remain in office.

If the matter is not resolved through the Association's internal dispute resolution process, the Candidate or Director may request that the Board consider the issue through its Notice and Hearing procedure.

Votes will not be counted for any Candidate who is not qualified. Candidates will be notified in writing upon submittal for nomination if they are not in good standing. In the event of a tie, the winner will be determined by a coin flip or drawing of straws.

The Association will publish a request for candidates in the Association's newsletter and/or other direct mailing (as the Board shall determine) at least 120 days prior to the date of the annual meeting. Prospective candidates desiring to run for a position on the Board must complete a Candidate's Qualification Form and return the completed form to the designated person(s) on or before the nomination deadline noted on the form or accompanying materials in order to be placed on the ballot by the Association.

Solicitation Materials

If access is provided to any Candidate, all Candidates for election to the Board shall have one (1) no cost opportunity for access to Association media selected by the Board (e.g. the Association's newsletter, or the Association's web site) during a campaign, following reasonable notice to all Candidates of the availability, for a purpose(s) reasonably related to that election, provided the deadline for delivering the Candidate's statement to the Association established by the Board, as set forth in the reasonable notice to the Candidates, shall have been met by a Candidate for such publication prior to that election. No Candidate's statement shall exceed 250 words for publication in Association media. For purposes of this rule, notice to the Candidates shall be sent to the Member's address on file with the Association.

Any Candidate wishing to present any other campaign materials to the Members other than as provided in (a) above, and in other than Association media, may do so by any reasonable means, and at the Candidate's sole expense.

If access is provided to any Member, all Association Members shall have one no cost opportunity to have access to Association media selected by the Board (e.g. the Association's newsletter or the Association's web site) during a campaign, following reasonable notice to all Association Members of the availability, for a purpose(s) reasonably

related to that election, provided the deadline for delivering the Member's statement to the Association established by the Board, as set forth in the reasonable notice to the Members, shall have been met by the Member for such publication prior to that election. No Member's statement shall exceed 250 words for publication in the Association media. For purposes of this rule, notice to the Members shall be sent to the Member's address on file with the Association.

Any Member wishing to present any other campaign materials to the Members other than as provided above, and in other than Association media, may do so by any reasonable means, and at the Member's sole expense.

Content

The Association shall not edit or redact any content from Candidate or Member messages, but may include a statement specifying that the Candidate or Member, and not the Association, is responsible for the content of any published statement.

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 Association no cost publication by limiting the number of opportunities for print space made available and/or the number of words that will be included from each Candidate or Member in the Association's no cost 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 250 words for any one Association 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.

Availability of Meeting Space

One time access to a Common Area meeting space determined by the Board, on a date and at a time reasonably established by the Board, shall be provided at no cost, following reasonable notice, to all Candidates and all Association Members, for the purpose of hearing any such Candidate or Member wishing to advocate a position, support or opposition to any Candidate or election matter, prior to the election by hosting a "Meet the Candidates Night", or other special gathering, so long as every Candidate and/or Member is provided with an equal opportunity to participate in the event. The Association shall not charge for the use of the Common Area space on the date and at the time so designated for this purpose.

Selection of Inspector(s) of Election

Prior to the presentation of any issue to the Members for a vote, the Association shall appoint one (1) or three (3) Inspector(s) of Election. The Inspector(s) of Election appointed by the Board may be any person or entity considered to be an independent third party under Civil Code Section 5110, which means that the person must not be: (1) a Director; (2) a Candidate; (3) any of the Director's relatives; (4) any of a Candidate's relatives; or (5) 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 elections.

The Inspector(s) of Election shall use the Governing Documents, including these rules, the Civil Code and the Corporations Code, shall consider the advice of the Association's corporate counsel, and shall attempt, in so far as possible, with fairness to all, to allow the vote of each Member, and be consistent, in the discharge of his/her responsibilities.

Distribution of Information and Ballots

The Association shall provide general notice of the procedure and deadline for submitting a nomination at least 30 days before any deadline for submitting a nomination. Individual notice shall be delivered pursuant to Civil Code Section 4040 if individual notice is requested by a Member.

The Association shall provide general notice of all of the following at least 30 days before the ballots are distributed:

- a) The date and time by which, and the physical address where, ballots are to be returned by mail or handed to the inspector or inspectors of elections.
- e) The date, time, and location of the meeting at which ballots will be counted.
- f) The list of all candidates' names that will appear on the ballot.

Individual notice of the above paragraphs shall be delivered pursuant to Section 4040 if individual notice is requested by a member.

The inspector or inspectors of elections shall deliver, or cause to be delivered, at least 30 days before an election, to each Member both of the following documents:

- a) The ballot or ballots.
- g) A copy of the election operating rules. Election rules may be delivered by either (i) posting to an internet website and including the corresponding internet website address on the ballot together with the phrase, in at least 12-point font: "The rules governing this election may be found here:."; or (ii) individual delivery.

Meeting Conduct

Any count or tabulation of ballots shall be done at an open meeting of the Board. Any Candidate or Member may observe the count, but shall stand at least ten (10) feet away from the Inspector(s) of Election. Candidates and/or Members may not harass, cajole, distract, molest, communicate with, or otherwise interfere with the Inspector of Elections while the count is taking place. Prior to the completion of the count or tabulation, Members or persons not specifically authorized to do so by the Inspector of Elections may not touch any ballot or other election materials. All ballots will be made available for inspection by any Candidate or Member during regular business hours at the Manager's office once the meeting is concluded. Any person violating this Section may be asked by the Inspector of Elections to leave the meeting, the count and tabulation may be continued to a different time and/or place, or any other reasonable step(s) may be taken by the Inspector(s) to prevent further disruption.

If necessary, the inspector(s) may to appoint and oversee additional persons to verify signatures and to count and tabulate votes as the inspector(s) deem appropriate, provided that the persons are independent third parties.

If allowed, the authenticity, validity and effect of proxies shall be determined by the Inspector of Election on the night of any election. The polls for any vote of the Membership shall be open from the date the Secret Ballot is mailed and shall be closed at the time that envelopes are opened, unless the Inspector determines another time for the polls to close. The polls for any vote of the Membership shall close when the Inspector of Election has determined that the ballots shall be counted.

Confirmation of Member Rights

As required by Civil Code Section 5105, the Association confirms the following:

- (1) Denial of a ballot to a Member for any reason other than not being a Member at the time when ballots are distributed is prohibited.
- (2) A person with general power of attorney for a Member, who provides a copy of the power of attorney to the Association, has the right to receive the Member's ballot. The ballot of a person with general power of attorney for a Member will be treated like all other ballots received and counted if returned in a timely manner.

Impact of Changes in Law

These election rules were adopted shortly after major changes were made to the Davis-Stirling Common Interest Development Act. Because of this, if any amendment to the statute or other change in law renders any provision of the election rules invalid, the rules shall be deemed to be automatically amended to delete that provision. However, all other rules shall remain in place. If the Board subsequently determines that it wishes to amend or modify a rule, the Board may do so using the amendment procedure authorized by law and the Governing Documents.

Section V: Collection Policy

Assessments, late charges, interest, collection costs, and any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied.

Regular monthly assessments are due and payable on the first day of each month. A courtesy billing statement is sent each month to the billing address on record with the Association. However, it is the owner of record's responsibility to pay each assessment in full regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified by Association Board in the notice imposing such assessment.

Any payments made shall be first applied to assessments owed, and, only after the assessments owed are paid in full, shall such payments be applied to late charges, interest and collection expenses, including attorneys', trustee or small claims fees, unless the owner and that Association enter into an agreement providing for payments to be applied in a different manner.

When any regular or special assessment remains unpaid 15 days past its due date, said assessment shall be subject to a late charge not exceeding 10% of the delinquent assessment or \$10.00, whichever is greater, in accordance with California Civil Code 5650(b)(2), unless the Declaration of Covenants, Conditions and Restrictions specifies a smaller amount.

In accordance with California Civil Code 5650(b)(3), Association Board may impose interest on all sums, including the delinquent assessment, reasonable costs of collection, and late charges, at a rate not to exceed 12% per annum, commencing 30 days after the assessment becomes due, unless the declaration specifies a rate of a lesser amount.

When any assessment remains unpaid 60 days past its due date, the Association, through its Management Company, shall mail a pre-lien notification ("**Pre-Lien Notification**") to the owner as required by California Civil Code 5660 by certified and first class mail, to the owner's mailing address of record advising the owner of the delinquent status of the account, impending collection action and the owner's right to request that the Association participate in the "meet and confer" program or in some form of internal dispute resolution process ("**IDR**"). The owner will be charged a fee for the pre-lien notification, which shall be charged to the delinquent member's account.

Within 15 days from the date of the postmark of the Pre-Lien Notification, a delinquent owner may submit a written request to the Association to meet with Association Board to discuss a payment plan for the amount set forth in the Pre-Lien Notification letter. Association Board shall meet with the delinquent owner in executive session within 45 days of the date of the postmark of the written request. Each request is handled on a case-by-case basis. Association Board is under no obligation to grant payment plan requests. Payment plans shall not interfere with the Association's ability to record a lien on an owner's Residential Lot to secure payment for the owner's delinquent assessments. If Association Board authorized a payment plan, it may incorporate payment of ongoing assessments that accrue during the payment plan period. If a payment plan is approved, additional late fees from the homeowner will not accrue while the owner remains current under the terms of the payment plan. If the owner breaches an approved payment plan, the Association may resume its collection action from the time the payment plan was approved.

If an owner fails to pay the amounts set forth in the Pre-Lien notification and fails to request IDR within 45 days of the date of the Pre-Lien notification, Association Board shall decide, by majority vote in an open meeting, whether

to record a Notice of Delinquent Assessment (Lien) for the amount of any delinquent assessments, late charges, interest and/or costs of collection. This lien shall be recorded in the office of the County Recorder and mailed to the delinquent owner. A fee for the lien processing work and a fee for the preparation and mailing said Notice of Delinquent Assessment by the agent, trustee or attorney employed by the Association, shall be charged to the delinquent owner's account. The lien may be enforced in any manner permitted by law, including without limitation, a small claims judgment, judicial or non-judicial foreclosure.

The decision to foreclose on a lien must be made by a majority of Association Board in an Executive Session meeting and Association Board must record their votes in the minutes of the next open meeting of Association Board. Association Board must maintain the confidentiality of the delinquent owner(s) by identifying the matter in the minutes by only the parcel number of the owner's property. Prior to initiating any foreclosure sale on a recorded lien, the Association shall offer delinquent homeowners the option of participating in IDR or Alternative Dispute Resolution ("**ADR**").

After 30 days from recording the Notice of Delinquent Assessment, the Association may turn the owner's account over to the Association's attorney or trustee to enforce the lien by proceeding with judicial or non-judicial foreclosure sale when either: (a) the delinquent assessment amount totals \$1,800.00 or more, excluding accelerated assessments and specified late charges and fees; or (b) the assessments are delinquent for more than 12 months. However, upon review of the owner's delinquent account, Association Board may decide to take small claims court action. The Association is authorized under California law to charge the owner reasonable costs of collection for any action utilized.

IMPORTANT NOTICE: IF YOUR RESIDENTIAL LOT IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION.

An owner is entitled to inspect the Association's accounting books and records to verify the amounts owed on their account pursuant to California Civil Code 5205. If it is determined that the owner has paid the assessments on time, the owner will not be liable to pay the charges, interest, and costs of collection associated with collection of those assessments.

Owners have the right to provide a secondary address for mailing for purposes of collection to the Association. An owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request.

Prior to recordation of the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and costs of collection, including attorneys' fees, must be paid in full to the Association. The mailing address for overnight payments of assessments is c/o Seabreeze Management, 26840 Aliso Viejo Parkway, Suite 100, Aliso Viejo, CA 92656, unless the account has been turned over to the Association's trustee or attorney, then the owner would need to call said party for the full amount owed and their correct mailing address.

The foregoing policies and practices shall remain in full force and effect until such time as they may be changed, modified, or amended in their entirety, by a duly adopted resolution of Association Board. This policy is subject to change upon 30 day written notice.

Payment Plan Fee	\$25.00 per month, limited to a maximum of six (6) months
Return Payment Fee	\$25.00

IDR POLICY (INTERNAL DISPUTE RESOLUTION)

Either party (Master Association or Owner) to a dispute may invoke the following procedure:

1. The party may request the other party to meet and confer, in an effort to resolve the dispute. The request shall be in writing.
2. An Owner may refuse an Association's request to meet and confer. The Master Association may not refuse an Owner's request to meet and confer.
3. The Board hereby designates the President or in his/her absence, the Vice-President ("Board Designee"), as well as the Association Manager to meet and confer with the Owner. The Board Designee shall also have the right to request the Chairperson of any applicable Committee involved in the dispute to assist the Board and attend the meet and confer session with the Owner. The Board Designee and the Association Manager shall both meet together with the Owner regarding the dispute.
4. If the Master Association is pursuing litigation related to a delinquent assessment, the Board designates the Treasurer in lieu of the President as the Board Designee.
5. Although not precluded, attorney participation in the IDR is discouraged in order to maintain direct discussions between the principals of the dispute and to maintain the goal of resolution through an expeditious process. To the extent Owner requires that his/her/its attorney attend the IDR Process, the Owner shall be required to give five (5) business days' notice to the Master Association so that the Master Association can ascertain if it desires its legal counsel to also attend.
6. The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other and confer in good faith in an effort to resolve the dispute.
7. A resolution of the dispute agreed to by the parties shall be finalized in writing and signed by the parties, including the Board Designee on behalf of the Master Association.
8. The Agreement reached by the Owner and the Board Designee binds the parties and is judicially enforceable if both the following conditions are satisfied:
 - a. The Agreement is not in conflict with the law or the governing documents of the Master Association; and
 - b. The Agreement is ratified by the Board at the next regularly scheduled meeting of the Board following the date that the Agreement is executed by the Owner and the Board Designee.

The Owner participating in the IDR Process shall not be charged a fee to participate in the IDR Process.

ADR POLICY (ALTERNATIVE DISPUTE RESOLUTION)

The purpose of this letter is to provide you with a summary Civil Code Section 5965, which governs the enforcement of the covenants and restrictions of the Master Association's governing documents.

This section provides that, subject to several exceptions, in disputes regarding the enforcement of the Master Association's governing documents, the parties to the disputes i.e., the homeowner and the Master Association, shall offer to resolve the dispute through arbitration or mediation prior to initiating litigation. The form of this Alternative Dispute Resolution ("**ADR**") may be binding or non-binding. Please note that failure of either the Master Association or the owner to offer ADR is a basis for ruling against you.

The California legislature has also provided that each year, your Master Association must send out a summary of this law and that summary must specifically include the following excerpt of the law:

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

As you can see, the failure to comply with this law may prejudice your rights. We strongly urge each one of you to carefully read the statute and consult with an attorney prior to commencing any litigation regarding the enforcement of the governing documents.

THE FARM COMMUNITY ASSOCIATION

DESIGN GUIDELINES

INTRODUCTION

The Farm Community Association (“Association”) has prepared these Design Guidelines (“Design Guidelines”) with the goal of maintaining the aesthetic beauty, and preserving the safety, value and desirability of living in The Farm. The intent and purpose of these Design Guidelines is to provide continuity of the physical character and specific design criteria to owners for subsequent improvements after the completion of original construction. The Board of Directors (“the Board”) of the Association may, at its discretion, amend these Design Guidelines from time to time, as it deems necessary or desirable. Enforcement of these Design Guidelines is by the Association.

The Design Guidelines are intended to be used by owners and consultants in preparing plans and specifications for Design, landscape, and other improvements; and by the Design Review Committee (“DRC”) in reviewing these plans and specifications for conformance with the stated objectives. The DRC reviews proposed improvements for aesthetic purposes only. It is the owner’s responsibility to comply with all applicable federal, state, and local laws, ordinances, and building codes.

COMPLIANCE WITH THE DESIGN GUIDELINES SHALL NOT BE IN LIEU OF DRC APPROVAL OR CITY PERMITS AND INSPECTIONS. COMPLIANCE WITH THE DESIGN GUIDELINES SHALL BE DETERMINED BY THE DRC AS PART OF THE APPROVAL PROCESS.

MODEL COMPLEXES

The construction features and landscaping provided by the Builder at the model complexes should not be considered as an example of what may be constructed consistent with these Guidelines. The construction features and landscape materials located at the model complexes were provided for sales and marketing purposes only. Some of the landscape and construction features at the models may not comply with the Guidelines and therefore may not be approvable by the DRC on an individual Owner’s Lot.

GENERAL RULES

The DRC approval of plans and specifications is required for all architectural modifications and landscape Improvements and/or modifications. The DRC may condition its approval on such changes it deems appropriate and may require submission of additional plans and specifications or other information or materials prior to approving or disapproving plans and specifications. In the event of a conflict between these Design Guidelines, the Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements (“**CC&R’s**”), or City rules and/or codes, the more restrictive shall control.

Construction of any improvement, including landscaping, may not begin until the DRC has approved plans and specifications depicting the proposed improvements, and, if required, City or other Public Agency approval and permits.

LANDSCAPE

The landscape character of The Farm is designed to create an overall cohesive Community framework, while allowing and encouraging community diversity and individual home character. The desire is to keep the landscape and hardscape improvements at the same high quality as the homes and Community facilities, so that all improvements are compatible.

Mandatory Landscaping

Within six (6) months from the Close of Escrow for the original purchase of a Residential Lot, landscape, irrigation and hardscape plans for the front, side and rear yard must be submitted for review and approval by the DRC. All landscaping and other Improvements shall comply with the provisions of these Design Guidelines and with any applicable City requirements. Except for any landscaping to be maintained by the Association, Owners shall maintain all landscaping (and related irrigation system) and any hardscape Improvements installed on their Residential Lot in a neat, clean, safe, sanitary healthy and attractive condition at all times.

The primary purpose of landscaping private yards visible to the streets – such as front yards and corner side yards – is to create an attractive street-scene that enhances the architecture of the home. One hundred percent of the unpaved ground visible to the street must be covered with plant materials. Exposed areas of bare dirt is not permitted, and decomposed granite, bark or decorative rock are limited to only ten percent (10%). Front yard planting should be spaced so as to cover about eighty percent (80%) of the plant bed when first planted. If the density of the planting material is not sufficient after a growing season, the Association may require more plants to be installed to aesthetically blend in with the surrounding community.

After DRC review, the design may need to be approved by the City in order to obtain a permit. If the City requires the DRC approved design to be changed, then the change needs to be approved by the DRC prior to the commencement of improvements.

By approving the plans and specifications, neither the DRC, any members thereof, the Community Association, the Members, the Board, designated representatives, agents, nor the Builder assumes liability or responsibility therefor, including without limitation, architectural or engineering design, or for any defect in any structure constructed from such plans and specifications.

Proposed Improvement Plans must be clear, complete and prepared in accordance with applicable building codes and these DRC Guidelines.

Trees

All trees shall have root barriers. If tree varieties with excessive droppings are selected, the minimum setback shall be eight (8) feet from property boundary line, and shall not drop excessive debris into neighboring Residential Lots and/or Common Area.

Shrubs, Groundcover, Vines and Turf

Removal or alteration of landscape in the Association-maintained area is not permitted. Highly flammable vegetation (e.g., pine, eucalyptus, juniper and fir trees, etc.) shall not be planted within Zone A (See Exhibit H – Undesirable Plant List). Vegetation installed within Zone A should be species that does not burn as readily. Less flammable options include trees with low sap or resin content like many deciduous species, or those that have high moisture content, like succulents and some herbaceous species (See Exhibit G – Preferred Plant List).

All shrubs and groundcover, and vines must be non-invasive; combustible ground cover (e.g., mulch, wood chips, etc.) shall not be any closer than twelve inches (12”) to any structure.

Drainage

The drainage pattern established with the original grading of the Residential Lot must be maintained. No drainage will be permitted onto Association maintained slopes, landscaping, or adjacent Residential Lots. All new drain lines must connect to existing drain lines or inlet/curb cores provided by the builder.

Garden Walls and Raised Planters

No existing walls can be removed or altered. Exterior wall surfaces must comply with provisions of the 2013 C.B.C. and the following requirements: The exterior wall surface must be of a non-combustible material. The height of any new garden or planter wall must be below the height of existing walls. Soil shall not be retained against any existing wall or fence. Four (4) inch minimum width, waterproof flash walls shall be installed between any new raised planter and any existing wall or fence. Subwalls must be installed between raised planter areas and existing walls/fences.

Fencing

Fencing attached to or immediately adjacent to structures which face wildland fuels must have the first five (5) feet constructed of non - combustible material (e.g. wrought iron, masonry, or slumpcast) for all perimeter and interior lot fencing.

Owners are responsible for maintaining the entire wall or fence that forms the boundary between the Residence and the Common Area. When a wall separates two Residences, then the Owners of the two Residences share the responsibility for maintaining the wall. Owners who utilize any portion of their rear or side yard to store a vehicle, shall be required to screen such vehicle. Owners are encouraged to utilize with vertical vegetation, so as to screen and soften the immediate effects of the stored vehicle and visibility from all immediate neighbors and street(s). No Owner is to allow such stored vehicle to fall in disrepair.

Outdoor Fireplaces

Outdoor fireplaces shall be consistent with all applicable governmental codes. Natural gas and propane fireplaces are acceptable. Outdoor fireplaces shall be located in rear yards and shall be simple and residential in design. Outdoor fireplaces with highly independent designs, overly ornate designs, or commercial-looking designs are not permitted. The color and finish of stucco fireplaces should be in harmony with the color and finish of the stucco on the house.

Outdoor fireplaces of six (6) feet, or less, in height shall be located a minimum of ten (10) feet clear from property lines and perimeter walls, whichever is more restrictive.

Trees and/or shrubs, with a minimum size of 15-gallon, should be planted in the 5- to 10-foot clear area between the property line (or perimeter wall or fence) and the outdoor fireplace, to completely screen the appearance of the back of the outdoor fireplace from adjacent neighbors.

Gas fireplaces, fire-pits, or any exterior fire apparatus will be permitted so long as the fire is contained within a receptacle and a gas connection designed for such purpose. The location of the exterior fire apparatus must also be reviewed and approved by the DRC. Wood burning fire assembly is not permitted.

Barbeques and Wet Bars

Barbeques and wet bars shall be located a minimum of three (3) feet clear from property lines and perimeter walls, or in accordance with local fire authority and City restrictions, whichever is more restrictive; shall be located according to applicable laws and manufacturer's recommendations; and shall only be located in private yards that are screened from the street. Screening with trees and/or shrubs is also required and must be reviewed by the DRC.

Barbeques that burn solid fuels (e.g. charcoal, wood, etc.) are not permitted. Natural gas and propane barbeques are acceptable.

Patio Covers / Back Yard Awnings

The square footage of patio covers will be reviewed in relation with the square footage of the yard. The intent is to retain an attractive Community appearance with a balance of buildings and open space.

Patio covers shall be constructed, if at all, in accordance with the noncombustible materials requirements of the Fire Protection Plan described in Section 2.2 of the Declaration. Subject to the Fire Protection Plan and City requirements, patio covers may be a maximum of ten (10) feet high from the grade to the highest point. If a patio cover is a gazebo with a hipped roof, then the maximum height is twelve (12) feet from the grade to the highest point.

The appearance of patio covers and other exterior structures, such as gazebos, must be consistent with the appearance of the house, but at all times consistent with the requirements of the Fire Protection Plan. The color must match the house trim or the wall color. The pitch of sloping roofs must match the roof pitch on the house. The material of sloping roofs must match the roof material on the house or must be 50% open wood or metal roofs. All horizontal roofs must be 50% open. Wood or metal—or material that simulates the appearance of wood or metal—is required for open patio covers. Decorative features such as lattice may be incorporated into the design of the patio cover but the features must be consistent with the architectural style. Elaborate ornamentation is not permitted. Roofs of gravel, plastic, fiberglass, and corrugated metal are not permitted. Columns may be stucco, pre-cast, or wood. Metal columns are not permitted unless they are required by the Fire Protection Plan; and are designed to be compatible with the architecture. Iron garden gazebos, arbors, etc., may be approved on a case-by-case basis.

Exterior Lighting

New exterior light fixtures, decorative wall fixtures, lanterns on short columns, low-voltage lights, up-lights, and light posts, must be compatible with the design of the house. They must be simple in design and color; and should be compatible with the existing light fixtures. Stringer lights may not be permitted due to light pollution that extends into neighboring yards.

Lights in rear yards must be screened. The top of light fixtures in rear yards must be below the top of the wall unless they are full cut-off downlights, to prevent off-site glare.

All flood lights and other utilitarian light fixtures must be screened from the street and adjacent homes. Light fixtures operated by motion detectors are permitted if approved by the DRC and if the fixture design is compatible with the architecture. All light fixtures must be directed away from adjacent streets and properties to prevent off-site glare.

Outdoor Speakers

Outdoor speakers are not permitted in front yards. Speakers in rear yards must be located behind the fence or wall at the property line; and must not be mounted higher than six (6) feet above grade. They must not be mounted on the outside of patio covers or gazebos.

Flags

Independent / free standing flag poles are not permitted to be installed within the front or rear yard of a Residential Lot. Flags and flagpoles must be attached to the home. The flag may not exceed three (3) feet in width and five (5) feet in length. It must have no commercial content or objectionable message; and must be maintained continually in good repair. The attached flagpole holding the flag to the home must be no longer than six (6) feet in length.

Play Structures

No play structure may be installed without first receiving written approval by the DRC. They should be of non-combustible material. Subject to stricter requirements in the Fire Protection Plan, all play structures, such as, but not limited to, swing sets, jungle gyms, and slides, shall be located a minimum of five (5) feet clear from patio walls and fences, or according to applicable laws and manufacturer's recommendations, whichever is greater.

Play structures shall be a maximum of ten (10) feet high from the grade to the highest point. If the top of the play structure is greater than the top of the perimeter wall or fence, or if the play structure is located adjacent to an open view fence, then the following standards apply: The area between the play structure and the wall/fence shall be landscaped with trees and/or shrubs so that the appearance of the play structure is screened from any street, Common Area, adjoining Residential Lot, or other off-site view.

A dimensioned color photograph or a manufacturer's catalog illustration shall be submitted to the DRC with the plans and specifications for the proposed improvement. Additional landscape screening of play structures may be required on a case-by-case basis to ensure that the play structures are screened from off-site views.

All play structures will be reviewed on a case-by-case basis.

FIGURINES, FOUNTAINS, WATER FEATURES, SCULPTURES:

Figurines, fountains, water features or sculptures in front yards shall not be larger than three (3) feet in height. All figurines, fountains, water features or sculptures are subject DRC approval.

The design of a proposed figurine, fountain, water feature or sculpture shall be consistent in design with the architecture of the home. the DRC reserves the right to request removal of any figurine, fountain, water feature or sculpture which is deemed inappropriate by the DRC.

The fountain or water feature must not damage existing walls or fences. All equipment shall be completely screened from view from streets, greenbelts, or adjacent homes. Noise must be controlled to minimize the impact on neighbors.

All pumps and ground-mounted solar collectors must be designed and located to be unobtrusive. Profiles must be minimized. All supports and piping must be enclosed.

POOLS AND SPAS

All swimming pools and spas are subject to DRC and City approval and must follow the Swimming Pools guidelines that can be found on the City's website. Owners should consult with a soils engineer prior to installing any pool or spa.

For pools, a minimum of five (5') feet set back from the property line is required. Pool/spa equipment has a minimum of four (4') feet set back from property line. For spas contiguous with a pool, the set-back must be five (5') feet from a property line unless freestanding pool wall details are provided. Freestanding spas may be placed two (2') from the property line if the spa is less than thirty (30") inches above grade.

Any windows within five (5) feet of the water's edge are required to be tempered glass if the bottom of the edge of the window is within sixty (60") inches of the pool deck.

Any part of a pool and/or spa drawings must indicate the location of pool equipment, proposed screening and the means of access for the proposed construction.

All pool/spa drainage must tie into existing site drainage system and is not permitted to drain into landscape areas, curbs or streets. In accordance with Storm Water management requirements, all pool and spa drainage must tie in directly to sewer clean out. All grading spoils must be completely removed from site or distributed within Owner's Residential Lot. No dumping on adjacent areas is permitted.

Pool Yard Fencing

All pools and spas constructed or installed as a packaged unit are subject to and regulated by the California Building Code. The general requirements are as follows:

1. Fencing must be a minimum of sixty (60") inches high measured from the outside the pool yard
2. Openings shall not allow the passage of a four (4") sphere
3. The outside surface of the fence shall not have handholds that would enable climbing
4. Yard gates must be self-closing and latching
5. Gates must open away from the pool or spa
6. Gate latches must be inside the enclosure or sixty (60") inches above grade
7. Inspectors will not final the pool until fencing, gates and latches are installed
8. When the house forms part of the pool enclosure and there are doors leading from the house to the pool yard, an additional child safety protective device is mandatory. Those may be one of the following:
 - Isolate the pool from the house with additional fencing
 - Provide exit alarms on the exterior doors
 - Equip the pool with an approved safety cover
 - Provide all doors with self-closing and latching hardware

Exterior Lighting

Lights are to be directed onto applicant's Residence and screened to prevent light onto adjacent Residences.

- 1) Proposed fixtures are to be compatible with applicant's house in style and scale.
- 2) All exterior lighting must meet current electrical code(s) at time of installation. (All exterior lighting fixtures visible from the street must be consistent with the architecture of the home.)
- 3) "Decorative" lighting includes any lighting installed on a patio trellis, rear yard fencing or plant materials (i.e., trees, shrubs, etc.) that will remain in place for more than sixty (60) days. This type of lighting is typically a string of lights.
- 4) Lighting shall be adequately screened to minimize light projecting onto adjacent properties.

The DRC reserves the right to request removal of extensive, unattractive or any decorative lighting displays that cause a nuisance or light pollution to the surrounding neighbor(s).

In addition to other required items, plans including lighting should indicate the location of lights, showing area they will illuminate and time frame of illumination.

Lighting and Decorations – Seasonal

- Seasonal holiday decorative lighting & decorations may be installed without DRC review.
- Winter holiday lights & decorations are permitted no earlier than the day after Thanksgiving and must be removed no later than January 15th.
- Other types of decorative/holiday lights and/or decorations can be installed seven (7) days prior to the holiday and must be removed within seven (7) days after such holiday, unless a written extension is granted by the Association.

- Holiday displays which, in the opinion of the DRC, create traffic congestion or become an annoyance to residents, will not be allowed and may be removed by the Board, management or DRC.

Exterior Cameras

Owners are allowed to install personal security cameras on the exterior of their Residence without prior written approval of the DRC so long as the cameras are aesthetically consistent with the exterior color(s) of the Residence, and all wires/cables are hidden from view. Any Owner-installed camera(s) must not have a video line of sight that is directed towards or into an area of implied privacy (for example, a neighboring Owner's Private Yard Area). Should the installation be deemed aesthetically inconsistent by the Board of Directors, or a complaint is submitted that the security camera is directed towards an area of implied privacy, Owners can be required to alter, replace or remove security device and/or wiring.

Owners are also allowed to install front door security doorbells without prior written approval of the DRC so long as the installation is confined to the original location of the builder-installed doorbell and the security doorbell does not exceed rectangular dimensions of 5" tall by 3" wide or circular dimensions of 3" tall by 3" wide.

Religious Items

Religious items may be installed on the entry door or entry door frame without prior written approval of the DRC so long as they comply with the following:

- (1) The item(s) must not threaten the public health or safety.
- (2) The item(s) must not hinder the opening or closing of any entry door.
- (3) The item(s) must not violate any federal, state, or local law.
- (4) The item(s) must not contain graphics, language or any display that is obscene or otherwise illegal.
- (5) Individually or in combination with any other religious item displayed or affixed on any entry door or door frame, the item(s) must not exceed a total size greater than 36 by 12 square inches.

Window Coverings and Treatment

The use of aluminum foil, newspaper, paint, reflective tint as window covering, or any other material deemed inappropriate by the Association the Design Guidelines or Rules and Regulations, is prohibited. Temporary window coverings, such as white or pastel color sheets, are allowed for up to six (6) months after the close of escrow and pending the installation of drapes, curtains, shutters or other appropriate interior window coverings. All window coverings shall be of a uniform neutral color harmonious with and not in conflict with the color scheme of the exterior wall surface of the Residence and the Community. Window tinting or the application of film may void window manufacturer warranties.

Signs, Flags and Banners

Owners are advised to refer to the Rules and Regulations for the limits on signs, flags and banners along with restrictions set forth in the Declaration.

Roof-Mounted Equipment and Movable Sports Equipment

No exterior roof mounted mechanical equipment, poles or masts shall be constructed on or attached to the front of any dwelling. Temporary sports equipment that is used in front of the dwellings must be put away out of site from Common Area when not in use.

DESIGN GUIDELINES

All architectural improvements must be compatible with the original architectural character of the Community.

Below are general guidelines for alterations to any home, building materials, colors, and forms which are expressive of the Community's architectural character; and which will be used by the DRC in reviewing plans and specifications for compatibility with the original design.

Color Changes

The original house colors must remain, unless written permission to change colors is given by the DRC. Any color changes must be different than the adjacent homes; and must be compatible with the neighboring homes and with the architectural style of the house. When submitting for color change, Owner will be required to submit photos of the home to the left, right, and the two (2) homes across the street.

Exterior Windows and Doors

The size, location, material, and color of new windows and doors shall be compatible with the windows and doors of the existing house. New accent windows and doors, such as greenhouse windows or French doors, must be compatible with the color and design of the existing house. Changes to windows and doors, such as glass tinting and decorative front doors, must be compatible with the color and design of the existing house. Reflective glass is not permitted. Exterior window covers or shutters are not permitted.

Garage Doors

Changes to garage doors must be compatible with the design and color of the existing garage door; or painted or stained a color that is compatible with the exterior color scheme of the home. Treatments that draw attention to the garage door, such as mirrored glass or ornate decoration on or around the garage door, are not permitted.

Driveways

Changes to the driveway may be permitted, so long as the improvement stays compatible with the design of the home. Driveways can be extended by two (2) feet on each side, or four (4) feet on one (1) side. Additional driveways will not be permitted to be installed, so as to gain access into the rear or side yard of the home.

Front Yard hardscape to softscape ratio

The primary purpose of landscaping private yards visible to streets, such as front yards and corner side yards, is to create an attractive street-scene that enhances the home. One hundred percent (100%) of the unpaved ground in either the front, or the rear yard, shall be covered with a combination of plant material, bark, decorate rock, hardscape or decomposed granite. Exposed areas of bare dirt are not permitted, and decomposed granite, bark, decorate rock is limited to twenty-five (25%) in the front yard. Front yard planting should be spaced so as to cover about eighty (80%) of the plant bed when first planted. If the density of the planting material is not sufficient after the initial growing season, the Board has the authority to request that the Owner install more plants to aesthetically blend in with the surrounding homes. If plant material dies, the homeowner is responsible for replacing any and all failed plants.

Balconies

The location, material, and color of new exterior balconies shall be compatible with the existing house. Balcony railings must be designed to obscure stored items, such as by using combination of metal railings and solid stucco walls; or by using wide wood pickets; or must match the materials, color, and design of any existing railing on the home. Horizontal pipe railing is not permitted. Landscape planting enhancements may be required to provide privacy screening on behalf of adjacent Residential Lots.

EXTERIOR STAIRS

The location, material, and color of new exterior stairs shall be compatible with the existing house. Stair supports must be designed as integral parts of the house. Pipe columns are not permitted. Generic or commercial-looking

prefabricated metal stairs are not permitted. Spiral stairs may be permitted if they are compatible with the house architecture.

ROOF REPLACEMENT

Roof replacements shall maintain architectural and aesthetic consistency with original roof.

ANTENNA AND SATELLITE DISHES

No video or television antenna (including a satellite dish) having a diameter or diagonal measurement of more than thirty-six inches (36") shall be installed or maintained anywhere within the Community.

All exterior radio antennae, television antennae, satellite dishes and other transmitting or receiving devices must comply with the Governing Documents. Communications equipment should be located in the least visible location and not exceed the ridgeline of any roof. All cables should be installed within the house wall and be painted to match the adjacent surface where visible on the exterior of the house.

SOLAR ENERGY SYSTEMS

If not installed by Declarant in conjunction with the original construction of the Dwelling, an Owner may install a solar energy system and/or any other "green" facilities and systems that decrease the use of natural resources. The installation and maintenance of a solar energy system and any other green facilities and systems by an individual Owner shall be subject to all applicable zoning regulations, the Uniform Building Code and City ordinances, and reasonable review by the Design Review Committee in conformance with California Civil Code Sections 714 and 714.1 and any other applicable provisions of law. Each Owner acknowledges that after a solar energy system is installed on a Residential Lot in the Community, the Owners of neighboring Residential Lots are subject to the "California Solar Shade Control Act" (i.e., California Public Resources Code Sections 25980 et seq.) and to any other applicable provisions of law (including any "green" energy regulations or codes). As currently planned, Declarant intends to cause a solar energy system to be installed on each Residential Lot in the Community, and in furtherance thereof, Declarant may also cause a "Grant of Easement for Solar Energy Equipment" (the "**Solar Easement**") and a "Declaration of Solar Energy Covenants, Conditions and Restriction for The Farm" (the "**Solar Declaration**") to be recorded on the Residential Lots in the Community.

The following requirements apply to both pool heating and power supply. Solar panels located less than twenty feet (20') to a combustible structure shall have a metal frame, otherwise the size and type of materials of the entire solar panel system will determine the separation distance to combustible structures. All solar panels placed on a roof top shall comply with the Class "A" roof assembly and materials requirements.

Outdoor Storage / Accessory Buildings

All items stored outside, such as garden hoses, yard equipment, dog houses, trash cans, recycling bins, and compost container, must be completely screened from Common Area view.

Accessory buildings, such as, but not limited to, storage sheds, greenhouses, and playhouses, are only permitted in rear yards. The top of the building must be below the top of the wall and the area between the accessory structure and the property line or wall shall be landscaped so that the appearance of the accessory structure is screened from any street, Common Area, patio, or private rear yard.

REVIEW AND APPROVAL PROCESS

General Rules

The DRC approval of plans and specifications is required for all architectural modifications and landscape Improvements and/or modifications. The DRC may condition its approval on such changes it deems appropriate and may require submission of additional plans and specifications or other information or materials prior to approving or disapproving plans and specifications. In the event of a conflict between these Guidelines and the CC&R's, the CC&R's shall control.

- (a) Construction of any improvement, including landscaping, may not begin until the DRC has approved plans and specifications depicting the proposed improvement. Improvement plans for both front and rear yards can be submitted in one package, if desired. Or improvement plans for front and/or rear yards can be submitted separately as follows: **Within six (6) months from the Close of Escrow for the original purchase of a Residential Lot, landscape, irrigation and hardscape plans for the front, side, rear yard must be prepared and submitted to the DRC for review and approval. All landscaping and other Improvements shall comply with the provisions of these Design Guidelines and with any applicable City requirements. Except for any landscaping to be maintained by the Association, Owners shall maintain all landscaping (and related irrigation system) and any hardscape Improvements installed on their Residential Lot in a neat, clean, safe, sanitary healthy and attractive condition at all times.**
- (b) No plan reviews shall be conducted until escrow has closed. All plans, specifications and forms shall be sent to the Association's Community management company.
- (c) After DRC review, the design may need to be approved by the City. If the City requires the DRC-approved design to be changed, then the change needs to be approved by the DRC prior to the commencement of construction.
- (d) Approval of improvements by the DRC is for aesthetic purposes only. It is the applicant's responsibility to see that all federal, state, and local ordinance and building codes are followed. It is the applicant's sole responsibility to obtain all permits and inspections that may be required by a public agency before commencing construction.
- (e) The DRC'S approval of plans and specifications refers to conformance with the CC&R's and these Guidelines. By approving the plans and specifications, neither the DRC, any members thereof, the Association, the Members, the Board of Directors, designated representatives, agents, nor the Merchant Builder assumes liability or responsibility therefor, including without limitation architectural or engineering design, or for any defect in any structure constructed from such plans and specifications.
- (f) Proposed Improvement Plans must be clear, complete and prepared in accordance with applicable building codes and these guidelines. All plans for all exterior hardscape and landscape Improvements must be submitted to the DRC for review and approval.

Submittal to City:

Upon obtaining the written approval from the DRC, the Owner shall thereafter submit the approved plans and specifications to the City and/or any other affected Public Agency if any permit or other approval is required from the City or Public Agency to commence the work. In the event all necessary permits and approvals from the City or other Public Agency are not obtained within five (5) months from the date of approval by the DRC, the DRC

shall have the right, but not the obligation, to re-review all previously approved plans and specifications. If the City or other Public Agency requires modifications to the plans and specifications previously approved by the DRC, the Owner shall submit the modified plans and specifications to the DRC and the DRC shall have the right to review and to impose further conditions on any such modifications which are not inconsistent with the requirements imposed by the City or other Public Agency.

Applications:

All packages submitted to the DRC must be submitted by a Member of the Association and it is requested submitted digitally via PDF through email with the following items:

- a) Property Improvement Application (see attached Exhibit A).
- b) Submittal Application Checklist (see attached Exhibit B).
- c) Complete sets of proposed Improvement plans, including drainage, irrigation, and lighting details. Approval of plans by the DRC does not mean approval of any Improvements not in compliance with these Guidelines unless specifically noted in the approval.
- d) Photographs of areas to be improved.
- e) Signature of plan preparer that he/she has read and understands these Guidelines.
- f) Signed Neighbor Awareness Form
- g) Signed copies of the Water Quality Management – Best Management Practice Guidelines

The property management company for the applicable Association reviews the package for completeness. Plans must meet the submission standards as indicated in this Section. The DRC recommends that each Owner retain the services of professional design consultants to prepare all Improvement drawings. Complete packages are forwarded to the DRC. The DRC will not review incomplete submissions. Incomplete submissions will be returned to the applying applicant along with a copy of a checklist noting the areas of deficiency.

Submittal Fees: The DRC has established a non-refundable design review fee to review submittals and a deposit fee returned after an approved notice of completion. The current design review fee is \$150.00, and the deposit is \$300.00. Owners may submit one (1) check payable to The Farm Community Association. The review fee is non-refundable while the deposit may be refunded if all required procedures and rules are met as outlined within the Association governing documents.

Review Timeline: The DRC has forty-five (45) days from the receipt of the submittal of a ‘complete’ (as determined by the DRC) submittal package, to approve or deny the submittal. The applicant **must** obtain a dated written receipt for all plans and specifications submitted. Incomplete submittals will be denied. In the event the Committee fails to respond to an application within forty-five (45) days after the date of receipt (as evidenced by the signed receipt), then the application is deemed approved, and applicant shall send to the Committee, by certified mail, return receipt requested, a written request for a written approval of the application. In all cases, all structures and other Improvements built, constructed, erected, planted, or otherwise installed shall conform to all of the requirements set forth herein and in the Design Guidelines and with all requirements imposed by the City and all other applicable Public Agencies.

Plan Review: Upon approval, disapproval or in the event the DRC requests clarification or additional information, all submissions shall be distributed as follows:

Incomplete Plans: Shall be returned to the applicant.

Approved Plans: The Association will keep one approved plan in its files and one returned to the applicant.

Denied Plans: A copy of the disapproved plans or those requiring clarification or additional information or conditional approval (requiring certain items to be corrected and re-submitted for approval) shall be returned to the applicant. A copy of such disapproved plans must be included with subsequent resubmissions.

Neighbor Awareness: The intent of this form is to advise your neighbors of your proposed work. Signatures of your neighbors adjacent to, behind, and facing your property (across the street) are required. No application will be considered complete until the neighbor awareness condition has been satisfied. The DRC may consider an application where the applicant has contacted his neighbors and the neighbors have failed to respond. If the applicant is unable to meet with the neighbors, a copy of a letter from the applicant requesting the neighbors' review of the plan and the neighbors' signatures on the Neighbor Awareness Form will be sufficient. However, the Managing Agent has the option to inform neighbors that have not responded. The applicant will be responsible to provide a copy of the completed Neighbor Awareness Form to the DRC prior to construction.

Notice of Completion: Owners shall complete a Notice of Completion within sixty (60) days from completion of improvements. If Review and approval of completed Improvements will be made by the DRC or its designated representatives once the applicant has notified the DRC by filling out and submitting a Notice of Completion for its use in determining if the improvements were constructed according to the approved plans and specifications; and for refunding any construction deposit required by the DRC. A representative of the DRC may also inspect the improvement. An appointment will be made at a convenient time for the Owner to inspect the completed improvements. Photographs from all angles indicating the installation of all side and rear yard Improvements including equipment locations and drain inlets are required as a part of each submittal. Photographs that are inadequate, that does not accurately represent the existing conditions, will result in an incomplete submittal and returned to the applicant. If this Improvement results in a setback issue, a photograph of the setback issue clearly showing the measurement from the Improvement to the property line or setback is required with the submission. This notification shall be made promptly after the Improvement's completion. If it is determined that the Improvements were not installed in compliance with the plans approved by the DRC, the DRC shall notify the Owner in writing of such noncompliance within forty-five (45) days after its review. The Owner is required to remedy the noncompliance within thirty (30) days of Owner's receipt of the DRC's notice. If a Notice of Com

Signs: Only signs that comply with the City zoning code are permitted. No signs shall be displayed on any residence other than permitted by the Declaration of Covenants, Conditions, & Restrictions (CC&Rs). Tradesmen's, contractors', and installers' signs of any type, including the signs identifying the residence as the site of their activities or operations are prohibited.

Hours of Operation: Construction is only permitted between the following hours:

Monday through Saturday	Between 7:00 a.m. and 6:00 p.m. (or dusk)
Sunday and Federal Holidays	No work permitted.

If current City regulations are more restrictive, they shall prevail. Construction must not unreasonably disturb neighbors. The use of a neighbor's yard for construction access is not permitted unless the neighbor has given written consent that must include a description of the access area. The use of property owned and/or maintained by the Association for construction access is not permitted, unless authorized by the responsible Association and the applicant signs an indemnification for damage and posts a construction deposit for repairs of damage to property owned and/or maintained by the Association. Any authorization for construction access by the

Association must be in writing and must include a specific description of the access area.

Temporary Structures: Temporary structures are not permitted unless approved in writing by the Association Board of Directors.

Sanitary Facilities: Each Owner and Builder shall be responsible for providing adequate sanitary facilities for their construction workers. Portable toilets or similar temporary toilet facilities shall be located only on the Residential Lot itself, setback five (5) feet from the side yard property line, or in a location approved by the DRC.

Unightly Items: Rubbish, debris and unsightly material or objects shall not be stored or permitted to accumulate on streets, sidewalks, or on any Common Area (including, but not limited to, any private street). Each week, each owner of a Residential Lot shall remove all rubbish, debris and unsightly material on his Residential Lot. The owner is financially responsible for any trash cleanup work the Association deems necessary to comply with this restriction.

Building Materials: Building materials, including sand and bricks, shall not be stored on streets, sidewalks or any other Common Area or City property. All building materials must be stored on the applicant's property. The Applicant is financially responsible for any cleanup and repair work the Association deems needed to comply with this restriction.

Construction Equipment: Trash bins and dumpsters may not be placed on streets or other areas of the Community that are exposed to the public view for more than four (4) consecutive calendar days unless otherwise approved in writing by the DRC. "Prohibited Vehicles," as described in the CC&R's, (including, without limitation, trucks, concrete mixers, trailers, compressors, and other similar types of construction equipment), are not permitted in any driveway or other exposed areas or any street except for the purposes of loading, unloading and making deliveries or emergency repairs, unless otherwise approved in writing by the DRC. Overnight parking of trucks is not permitted. The owner is financially responsible for any equipment removal and repairs the Association deems necessary to comply with this restriction.

Water Run-off during Construction: The owner shall comply with all regulations regarding water quality.

Drainage: Proper drainage is required at all times. Unless adequate alternative provisions are made for drainage, the original drainage system on the applicant's property shall be left undisturbed. This includes gutters, downspouts, underground drains, and swales.

Workmanship: The quality of new improvements shall match the quality of existing improvements. The DRC may require the applicant to rebuild improvements that are of substandard workmanship. The owner is financially responsible for any rework the Association deems necessary to comply with this restriction.

Maintenance of Improvements: The repair and maintenance of any improvement shall be the responsibility of the installing owner or subsequent owners.

Enforcement: The quality of new improvements shall match the quality of existing improvements. The DRC may require the applicant to rebuild improvements that are of substandard workmanship. The owner is financially responsible for any rework the Association deems necessary to comply with this restriction.

Violations: Owners shall have the right and responsibility to notify the DRC of any potential violation of the CC&R's and these Guidelines.

Right of Entry: If construction activity requires the use of Association maintained landscape areas, streets (other than for vehicle circulation), Common Area for purposes of transporting labor and materials, or the temporary storage of materials for the work, the owner shall obtain written permission from the Association for “Right of Entry” during the course of construction, and may be required to provide an additional security deposit and a waiver of damage/liability or other documentation requested by the Board of Directors.

Amendments: These Guidelines (and the provisions set forth in the CC&R’s regarding Design review) form the criteria for evaluation of plans and specifications submitted for review and approval by the DRC. These Guidelines may be amended or supplemented from time to time, as provided for in the CC&R’s.

Conditions Not Covered: Any condition not covered in these Guidelines or the CC&R’s shall become a matter of discretionary judgment on the part of the DRC, acting in good faith on behalf of the best interest of the Association and Community, as a whole. If there is any conflict between the provisions of these Guidelines and the CC&R’s the provisions of the CC&R’s shall control.

PROCESS/SUBMITTAL REQUIREMENTS

Applicant reviews the Design Guidelines and prepares plans and specifications, including without limitation, elevations and cross-sections depicting the proposed new improvements showing:

- Owner’s name, date, address and lot number of residence, north arrow, scale of plans (1/8” = 1”-0” or 1/4” = 1”-0”), notes in English.
- Designer / contractor’s name, address, and phone numbers.
- Designer / contractor’s signature confirming that they have read the Design Guidelines; and understand the requirements.
- A dimensioned hardscape plan accurately describing the materials, length, height, and angles of new and existing improvements including, but not limited to, patio paving, sidewalks, walls, fences, pools, spas, ponds, trellises, arbors, gazebos, fountains, waterfalls, ornamental rocks, outdoor fireplaces, barbeques, wet bars, play structures, exterior lighting, patio covers, drainage, and structures; the length, angles, and amount of curve of lot lines; and all required minimum setback lines, easements, grade elevations, drainage pattern, and the top and toe of slopes.
- An accurate grading plan prepared by a registered civil engineer or licensed landscape architect showing existing drainage, contours or spot elevations, flow lines, finish grades, and proposed drainage systems, if the existing grades are proposed to be changed by more than twelve (12) inches. (The approval of plans that do not indicate grading modifications does not constitute approval of any grading changes.)
- A dimensioned planting plan showing new and existing plants accurately described as to plant type, container size, location, and planting details and methods.
- Photographs and dimensioned details as needed to describe the improvements, including a cross-section of any patio cover, notes for play structures, and a photograph of any light fixture specifying the height, material, color, and appearance.

The applicant understands that the speed of DRC approval is based on the amount of information given on the plans and specifications. Inadequate information will cause the Committee to deny the application.

Applicant submits copies of the following items:

- a) Property Improvement Application
- b) Submittal Application Checklist
- c) Complete sets of proposed Improvement plans. Owners must specifically depict all easements, all

utilities and any Improvements that vary from these Guidelines. Approval of plans by the DRC does not mean approval of any Improvements not in compliance with these Guidelines unless specifically noted in the approval.

- d) Photographs of all areas to be improved.
- e) Signature of plan preparer that he/she has read and understands these Guidelines.
- f) Signed Neighbor Awareness Form
- g) Signed copies of the Water Quality Management – Best Management Practice Guidelines

DRC reviews the Property Improvement Form and the plans and specifications for completeness and consistency with the Guidelines. Incomplete submittals are rejected; and submittals without fees or deposits are rejected.

The DRC approves or denies the submittal. Approval may be given with conditions including without limitation a construction deposit. If DRC denies the plans, resubmittal must occur within thirty (30) days.

Applicant reviews the DRC's comments and notifies the DRC if there are any questions.

If the DRC has granted final approval and the Applicant understands the DRC's comments, Applicant submits the approved plans and specifications to the City for approval, if required, and obtains any necessary permits. Construction must begin within thirty (30) days after approval by the DRC.

Construction must proceed consistent with the approved plans and specifications. All deviations must be reviewed and approved in writing by the DRC.

Within thirty (30) days after construction is completed, the Applicant submits a Notice of Completion and photographs of the completed improvements to the DRC. (Exhibit B)

The DRC may visit the site within sixty (60) days after receiving the Notice of Completion and determines if the improvements were constructed according to the approved plans and specifications. Failure to obtain DRC approval constitutes a violation of the CC&R's and may require the unauthorized improvement to be removed at the owner's expense.

Conditions of Approval

The foregoing conditions shall be the conditions of any DRC approval. They shall be deemed incorporated by reference in all plans and specifications or the DRC's approvals. The Applicant shall have the responsibility to ensure that these conditions of approval are enforced upon all persons or firms engaged by the Applicant to construct and/or install the approved improvements.

THE FARM COMMUNITY ASSOCIATION
PROPERTY IMPROVEMENT APPLICATION
EXHIBIT A

Owner shall complete and provide copies of the following for proposed Improvements:

1. Property Improvement Application – Exhibit A
2. Submittal Application Checklist – Exhibit B
3. Neighbor Awareness Form – Exhibit C
4. Water Quality Management Guidelines – Exhibit D
5. Complete copies of the proposed improvement plans
6. Deposit and Review Fee – Total \$450.00 Payable to The Farm Community Association

Incomplete applications will not be considered and will be returned. To assure prompt consideration, review all submittal materials for completeness before sending them to the Design Review Committee.

Complete packages may be provided digitally to:

The Farm Community Association – Design Review Committee
Seabreeze Management, Inc.
26840 Aliso Viejo Parkway, Suite 100, Aliso Viejo, CA
customercare@seabreezemgmt.com

Applicant Name: _____ Property Address: _____

Mailing Address: _____ Phone/Email: _____

Owner shall complete the following:

Architects/Contractors Name: _____

Company: _____

Mailing Address: _____

Phone: _____ E-mail: _____

Please check the appropriate items:

- ☐ Grading & Drainage
- ☐ Hardscape & Landscape Structures
- ☐ Irrigation
- ☐ Plantings
- ☐ Exterior Lighting
- ☐ Miscellaneous Landscape

- ☐ Play Equipment
- ☐ Pool & Equipment
- ☐ Spa & Equipment
- ☐ Fireplace
- ☐ Barbeque
- ☐ Other

**THE FARM COMMUNITY ASSOCIATION
SUBMITTAL APPLICATION CHECKLIST**

EXHIBIT B

This checklist shall be completed by the Owner and be attached to the Design Review Committee Improvement Application. Failure to complete and include this checklist constitutes an incomplete submittal. The Committee will return all incomplete submittals without review.

- ☐ Property Improvement Application
- ☐ Submittal Application Checklist
- ☐ Neighbor Awareness Form
- ☐ Water Quality Management Guidelines
- ☐ Complete proposed improvement plans
 - ☐ Plot plan; drawn to scale at 1/8" = 1'-0 or 1/4" = 1'-0
 - ☐ Site photos
 - ☐ Grading and drainage plan
 - ☐ Irrigation plan or notes
 - ☐ Planting plan
 - ☐ Landscape lighting plan

- ☐ \$150.00 Submittal Fee
- ☐ \$300.00 Deposit Fee

Please make checks payable to The Farm Community Association

Owner Statement:

I UNDERSTAND AND AGREE THAT:

No work on this request shall commence until written approval of the Design Review Committee has been received. The conditions and restrictions noted in the Design Guidelines and CC&R's shall apply to any approval. Installation to be at no cost whatsoever to the Association. Any further maintenance shall be the responsibility of the applying Owner, his or her heirs and assigns. The Owner of any home shall comply with the CC&R's and these Design Guidelines for completion of all property improvements, landscaping and alterations.

Print Name

Date: _____

Signature

**THE FARM COMMUNITY ASSOCIATION
NEIGHBOR AWARENESS FORM
EXHIBIT C**

The intent is to advise your neighbors who own property adjacent to and in the immediate vicinity of, your Property line or home. Neighbors must sign this form and may add their comments in the space provided below. Each neighbor must also initial each set of plans. Signing this form does not denote approval of the plans. A neighbor's objection to the plans will not necessarily cause Committee denial of the plans if the plans comply with the Design Guidelines.

BEHIND YOU:

Name / Address

Signature

Comments: _____

BEHIND YOU:

Name / Address

Signature

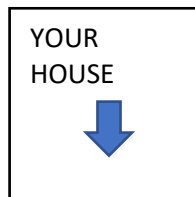
Comments: _____

LEFT SIDE:

Name / Address

Signature

Comments: _____



RIGHT SIDE:

Name / Address

Signature

Comments: _____

ACROSS FROM YOU:

Name / Address

Signature

Comments: _____

ACROSS FROM YOU:

Name / Address

Signature

Comments: _____

THE FARM COMMUNITY ASSOCIATION
WATER QUALITY MANAGEMENT
EXHIBIT D

In order to mitigate the potential water pollution concerns associated with human habitation, the California Water Quality Management Board has set strict guidelines for The Farm residents regarding the effects of runoff and storm water pollution. One of the most sensitive and carefully monitored phases of The Farm is the construction period. The requirements are not merely restricted to the development and construction managed by the Builders – construction by Owners will also be scrutinized and subject to very severe fines.

To be certain that you understand and accept responsibility for any violations associated with your proposed Improvements, each Owner is required to make a copy of this section. It must be signed and returned by you as a required part of your architectural submittal. You must also make a copy for any contractors or consultants whom you employ to ensure their compliance with these requirements, and you should make them responsible for any fines, which you may incur as a result of their violation of same. The Association will monitor construction activities as well as check on Best Management Practices; however, the Owner will be solely responsible for any fines incurred by the Association as a result of infractions initiated at Owner's Dwelling. The Association will take whatever legal action is necessary to ensure compliance and collect for infractions charged to the Association as a result of Owner or Owner's contractor's or consultant's acts or negligence or failure to comply with these requirements.

The following requirements are not meant to be all-inclusive of Regional Water Quality Control Board requirements or of any other agency. It should be understood that any applicable agency's rules and requirements may/will be applied and may supersede these Guidelines. All resulting fines imposed on the Association or the Owner will be the responsibility of the Owner.

1. No construction materials, chemicals or substances may be disposed of or poured into the area drains, street and/or gutter.
2. Area drains should be shielded and/or covered to ensure that construction by-products and/or chemicals are not washed into them.
3. No tools or equipment may be rinsed off on the property in a manner that causes the water to reach the area drains, street and/or gutter.
4. No unprotected stockpiling of sand, gravel, dirt or other materials in the street is permitted.
5. Any sand, gravel, dirt or other materials piled/stored on the driveway must be effectively covered to prevent rain or irrigation water runoff from carrying material residue into the area drains, street and/or gutter.
6. In the event of a runoff event or spill, sandbags must be strategically placed to ensure that no substance makes its way into the area drains and/or storm drains.
7. Hoses and/or irrigation should not be permitted to run in a manner that causes water or any substance to wash into the area drains, street and/or gutter.
8. Containers for hazardous materials such as paint, concrete, chemicals, etc. must be in good condition and not permitted to spill or leak onto the ground or be washed into the area drains, street and/or gutters.
9. No products or chemicals should be buried for disposal.
10. Trash and debris should be properly contained and disposed of offsite.
11. No vehicles or equipment should be permitted to leak oil anywhere.
12. No portable restroom facility may be permitted in the street and those stored on the Owner's property must be in proper working order so that no waste leaks.
13. Pesticides and/or fertilizers must be monitored and properly used and stored.

14. No irrigation runoff should reach the street and/or gutter as such runoff may carry chemicals from pesticides, fertilizers, etc., into the storm drain.

THE BASIC GOAL IS TWO-FOLD:

1. No materials, other than rainwater, should be permitted to flow into the area drains and/or storm drains.
2. No chemicals or products should be permitted to contaminate the groundwater supply.

I am the homeowner of record for the residence noted below. I have read and understand the Water Quality Management – Best Management Practice Guidelines and agree to inform my contractors and consultants of same and to diligently pursue their compliance with such guidelines. I also understand my liability in the event of an infraction resulting in a fine against me, the Association. I understand that I will be held personally responsible for any fines and/or fees levied against me, the Association as a result of any infractions caused by me, my contractors and my consultants in connection with the construction, maintenance, or activities on my Lot.

Print / Sign _____

Date: _____

THE FARM COMMUNITY ASSOCIATION
VARIANCE REQUEST
EXHIBIT F

Owner shall complete the following if a Variance Request is submitted for Board of Directors review and consideration for approval of a Design guidelines exception.

Applicant Name: _____ Property Address: _____

Phone: _____ E-mail: _____

Description of Improvements (Please include drawings, photographs and a description of your special circumstance for the Board's review):

Please check the appropriate items:

- ☐ Grading & Drainage
- ☐ Hardscape / Landscape
- ☐ Irrigation / Plantings / Lighting
- ☐ Play Equipment
- ☐ Pool / Spa & Equipment
- ☐ Fireplace / Barbeque
- ☐ Other

Please allow sixty (60) days for review. You will be notified in writing of the Board's decision.

This portion to be completed by the Board of Directors Only

- ☐ APPROVED as presented.
- ☐ DISAPPROVED as presented.
- ☐ APPROVED as revised.

Board of Directors Signatures:

_____ Date: _____

**THE FARM COMMUNITY ASSOCIATION
REPRESENTATIVE PREFERRED PLANT LIST FROM CC&RS
EXHIBIT G**

TREE SCHEDULE:							
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	FORM	SPACING	DETAILS	COMMENTS
	Abies balsamea	White Fir	12' tall	Per plant	10' x 10'	10' x 10'	
	Thuja occidentalis	Green Cedar	12' tall	Per plant	10' x 10'	10' x 10'	
	Juniperus horizontalis	Creeping Juniper	12' tall	Per plant	10' x 10'	10' x 10'	
	Yucca filamentosa	Spiky Yucca	12' tall	Per plant	10' x 10'	10' x 10'	
	Philodendron	Philodendron	12' tall	Per plant	10' x 10'	10' x 10'	
	Monstera	Monstera	12' tall	Per plant	10' x 10'	10' x 10'	
	Dieffenbachia	Dieffenbachia	12' tall	Per plant	10' x 10'	10' x 10'	
	Peperomia	Peperomia	12' tall	Per plant	10' x 10'	10' x 10'	
	Fittonia	Fittonia	12' tall	Per plant	10' x 10'	10' x 10'	
	Tradescantia	Tradescantia	12' tall	Per plant	10' x 10'	10' x 10'	
	Aluminum Plant	Aluminum Plant	12' tall	Per plant	10' x 10'	10' x 10'	
	Spider Plant	Spider Plant	12' tall	Per plant	10' x 10'	10' x 10'	
	Boston Fern	Boston Fern	12' tall	Per plant	10' x 10'	10' x 10'	
	Peace Lily	Peace Lily	12' tall	Per plant	10' x 10'	10' x 10'	
	Calla Lily	Calla Lily	12' tall	Per plant	10' x 10'	10' x 10'	
	Gladiolus	Gladiolus	12' tall	Per plant	10' x 10'	10' x 10'	
	Hyacinth	Hyacinth	12' tall	Per plant	10' x 10'	10' x 10'	
	Primrose	Primrose	12' tall	Per plant	10' x 10'	10' x 10'	
	Viola	Viola	12' tall	Per plant	10' x 10'	10' x 10'	
	Geranium	Geranium	12' tall	Per plant	10' x 10'	10' x 10'	
	Marigold	Marigold	12' tall	Per plant	10' x 10'	10' x 10'	
	Impatiens	Impatiens	12' tall	Per plant	10' x 10'	10' x 10'	
	Antirrhinum	Antirrhinum	12' tall	Per plant	10' x 10'	10' x 10'	
	Verbena	Verbena	12' tall	Per plant	10' x 10'	10' x 10'	
	Salvia	Salvia	12' tall	Per plant	10' x 10'	10' x 10'	
	Ornithoglossum	Ornithoglossum	12' tall	Per plant	10' x 10'	10' x 10'	
	Scilla	Scilla	12' tall	Per plant	10' x 10'	10' x 10'	
	Chionodoxa	Chionodoxa	12' tall	Per plant	10' x 10'	10' x 10'	
	Hyacinthoides	Hyacinthoides	12' tall	Per plant	10' x 10'	10' x 10'	
	Campanula	Campanula	12' tall	Per plant	10' x 10'	10' x 10'	
	Platycodon	Platycodon	12' tall	Per plant	10' x 10'	10' x 10'	
	Delphinium	Delphinium	12' tall	Per plant	10' x 10'	10' x 10'	
	Actinidia	Actinidia	12' tall	Per plant	10' x 10'	10' x 10'	
	Actinidia chinensis	Actinidia chinensis	12' tall	Per plant	10' x 10'	10' x 10'	
	Actinidia argentea	Actinidia argentea	12' tall	Per plant	10' x 10'	10' x 10'	
	Actinidia chinensis var. chinensis	Actinidia chinensis var. chinensis	12' tall	Per plant	10' x 10'	10' x 10'	
	Actinidia chinensis var. chinensis	Actinidia chinensis var. chinensis	12' tall	Per plant	10' x 10'	10' x 10'	
	Actinidia chinensis var. chinensis	Actinidia chinensis var. chinensis	12' tall	Per plant	10' x 10'	10' x 10'	

SHRUB SCHEDULE:							
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	FORM	SPACING	DETAILS	COMMENTS
	Abies balsamea	White Fir	12' tall	Per plant	10' x 10'	10' x 10'	
	Thuja occidentalis	Green Cedar	12' tall	Per plant	10' x 10'	10' x 10'	
	Juniperus horizontalis	Creeping Juniper	12' tall	Per plant	10' x 10'	10' x 10'	
	Yucca filamentosa	Spiky Yucca	12' tall	Per plant	10' x 10'	10' x 10'	
	Philodendron	Philodendron	12' tall	Per plant	10' x 10'	10' x 10'	
	Monstera	Monstera	12' tall	Per plant	10' x 10'	10' x 10'	
	Dieffenbachia	Dieffenbachia	12' tall	Per plant	10' x 10'	10' x 10'	
	Peperomia	Peperomia	12' tall	Per plant	10' x 10'	10' x 10'	
	Fittonia	Fittonia	12' tall	Per plant	10' x 10'	10' x 10'	
	Tradescantia	Tradescantia	12' tall	Per plant	10' x 10'	10' x 10'	
	Aluminum Plant	Aluminum Plant	12' tall	Per plant	10' x 10'	10' x 10'	
	Spider Plant	Spider Plant	12' tall	Per plant	10' x 10'	10' x 10'	
	Boston Fern	Boston Fern	12' tall	Per plant	10' x 10'	10' x 10'	
	Peace Lily	Peace Lily	12' tall	Per plant	10' x 10'	10' x 10'	
	Calla Lily	Calla Lily	12' tall	Per plant	10' x 10'	10' x 10'	
	Gladiolus	Gladiolus	12' tall	Per plant	10' x 10'	10' x 10'	
	Hyacinth	Hyacinth	12' tall	Per plant	10' x 10'	10' x 10'	
	Primrose	Primrose	12' tall	Per plant	10' x 10'	10' x 10'	
	Viola	Viola	12' tall	Per plant	10' x 10'	10' x 10'	
	Geranium	Geranium	12' tall	Per plant	10' x 10'	10' x 10'	
	Marigold	Marigold	12' tall	Per plant	10' x 10'	10' x 10'	
	Impatiens	Impatiens	12' tall	Per plant	10' x 10'	10' x 10'	
	Antirrhinum	Antirrhinum	12' tall	Per plant	10' x 10'	10' x 10'	
	Verbena	Verbena	12' tall	Per plant	10' x 10'	10' x 10'	
	Salvia	Salvia	12' tall	Per plant	10' x 10'	10' x 10'	
	Ornithoglossum	Ornithoglossum	12' tall	Per plant	10' x 10'	10' x 10'	
	Scilla	Scilla	12' tall	Per plant	10' x 10'	10' x 10'	
	Chionodoxa	Chionodoxa	12' tall	Per plant	10' x 10'	10' x 10'	
	Hyacinthoides	Hyacinthoides	12' tall	Per plant	10' x 10'	10' x 10'	
	Campanula	Campanula	12' tall	Per plant	10' x 10'	10' x 10'	
	Platycodon	Platycodon	12' tall	Per plant	10' x 10'	10' x 10'	
	Delphinium	Delphinium	12' tall	Per plant	10' x 10'	10' x 10'	
	Actinidia	Actinidia	12' tall	Per plant	10' x 10'	10' x 10'	
	Actinidia chinensis	Actinidia chinensis	12' tall	Per plant	10' x 10'	10' x 10'	
	Actinidia argentea	Actinidia argentea	12' tall	Per plant	10' x 10'	10' x 10'	
	Actinidia chinensis var. chinensis	Actinidia chinensis var. chinensis	12' tall	Per plant	10' x 10'	10' x 10'	
	Actinidia chinensis var. chinensis	Actinidia chinensis var. chinensis	12' tall	Per plant	10' x 10'	10' x 10'	
	Actinidia chinensis var. chinensis	Actinidia chinensis var. chinensis	12' tall	Per plant	10' x 10'	10' x 10'	



TWO
Landscape Architecture
Urban Design
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418 N. El Comiso Road
San Jose, CA 95128
Phone: 408.284.8600
Fax: 408.284.8601
www.C2collaborative.com

The Farm - Production
32382 Del Obispo Street
San Juan Capistrano, CA 92675
Tract # 19063
Lennar Homes

Site
Revised

Sheet Title
**PLANTING
SCHEDULES**

NOT FOR CONSTRUCTION
Scale: 1" = 10' (S.P.)
Date: 10/1/2021
Project: 19
Sheet: 01
Sheet Number

LP-0.01

LENT 23- P- 1st City Submitted (02-19-2021)

**THE FARM COMMUNITY ASSOCIATION
UNDESIRABLE PLANT LIST FROM CC&RS**

EXHIBIT H

The following species are highly flammable and should be avoided when planting within the first 50 feet adjacent to a structure. The plants listed below are more susceptible to burning, due to rough or peeling bark, production of large amounts of litter, vegetation that contains oils, resin, wax, or pitch, large amounts of dead material in the plant, or plantings with a high dead to live fuel ratio.

ATTACHMENT 7 - UNDESIRABLE & INVASIVE PLANT SPECIES

CERTAIN PLANTS ARE CONSIDERED TO BE UNDESIRABLE AND INVASIVE DUE TO THEIR CHARACTERISTICS. THESE CHARACTERISTICS CAN BE EITHER PHYSICAL OR CHEMICAL. PHYSICAL PROPERTIES THAT WOULD CONTRIBUTE TO HIGH FLAMMABILITY INCLUDE LARGE AMOUNTS OF DEAD MATERIAL RETAINED WITHIN THE PLANT, ROUGH OR PEELING BARK, AND THE PRODUCTION OF COPIOUS AMOUNTS OF LITTER. CHEMICAL PROPERTIES INCLUDE THE PRESENCE OF VOLATILE SUBSTANCES SUCH AS OILS, RESINS, WAX, AND PITCH. CERTAIN NATIVE PLANTS ARE NOTORIOUS FOR CONTAINING THESE VOLATILE SUBSTANCES.

PLANTS WITH THESE CHARACTERISTICS SHALL NOT BE PLANTED IN ANY FUEL MODIFICATION ZONES OR ANYWHERE WITH ALTERNATE METHODS & MATERIALS AGREEMENTS (SEE SECTION 4). SHOULD THESE SPECIES ALREADY EXIST WITHIN THESE AREAS, THEY SHALL BE REMOVED BECAUSE OF THEIR INVASIVENESS OR POTENTIAL THREAT THEY POSE TO ANY STRUCTURES.

PLANT SPECIES (MANDATORY REMOVAL)

BOTANICAL NAME

CYNARA CARDUNCULUS
RICINUS COMMUNIS
CIRSIIUM VULGARE
BRASSICA NIGRA
SILYBUM MARIANUM
SACSOLA AUSTAILS
NICOTIANA BIGELEVIL
NICOTIANA GLAUCA
LACTUCA SERRIOLA
CONYZA CANADENSIS
HETEROHACA GRANDIFLORA
ANTHEMIX COTULA
URTICA URENS
CARDARIA DRABA
BRASSICA RAPA
ADENOSTOMA FASCICULATUM
ADENOSTOMA SPARSIFOLIUM
CORTADERIA SELLOANA
ARTEMISIA CALIFORNICA
ERIOGONUM FASCICULATUM
SALVIA MELLIFERA
NASSELLA / STIPA TENUISSIMA

COMMON NAME

ARTICHOKE THISTLE
CASTOR BEAN PLANT
WILD ARTICHOKE
BLACK MUSTARD
MILK THISTLE
RUSSIAN THISTLE/TUMBLEWOOD
INDIAN TOBACCO
TREE TOBACCO
PRICKLY LETTUCE
HORSEWEED
TELEGRAPH PLANT
MAYWEED
BURNING NETTLE
NOARY CRESS, PERENNIAL PEPPERGRASS
WILD TURNIP, YELLOW MUSTARD, FIELD MUSTARD
CHAMISE
RED SHANKS
PAMPAS GRASS
CALIFORNIA SAGEBRUSH
COMMON BUCKWHEAT
BLACK SAGE
MEXICAN FEATHERGRASS

ORNAMENTAL:

CORTADERIA
CUPRESSUS SP
EUCALYPTUS SP
JUNIPERUS SP
PINUS SP
AREACEAE (ALL PALM SP)

PAMPAS GRASS
CYPRESS
EUCALYPTUS
JUNIPER
PINE
PALMS