

**NOTE FROM THE JP RANCH HOA
RULES AND REGULATIONS COMMITTEE**

This document is a suggested replacement (as of 2-21-19) of ONLY the RULES AND REGULATIONS portion of the Operating Standards of the JP Ranch Maintenance Corporation. It covers pages 4-30 of the Operating Standards revised as of 7/11/18 AND pages 69-75 of the Operating Standards indicated as being revised on Feb. 8, 2017. At some point, pages 69-75 of the Operating Standards were added to the document instead of replacing Section III.B of the Rules and Regulations.

When any replacements are approved by the Board, the Table of Contents will need to be corrected AND the document replaced in its entirety. In addition to the items which are presented in red, there have been many other corrections to grammar, punctuation, spelling and use of terms carried over from the document from which it was originally developed.

Respectfully Submitted by

The JP Ranch Rules and Regulations Committee

Arlys Fillman
Kandra Scullin
Traci Quimby

JP RANCH MAINTENANCE CORPORATION
RULES AND REGULATIONS

JP RANCH MAINTENANCE CORPORATION
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I. INTRODUCTION

TERMS AND DEFINITIONS

CC&Rs – Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Fairways at JP Ranch

City – City of Calimesa

DRC – Design Review Committee

Governing Documents – Articles of Incorporation of JP Ranch Maintenance Corporation, By-Laws of JP Ranch Community Association, Inc., Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Fairways at JP Ranch

JP Ranch – The property contained within the legal boundaries of JP Ranch

JP Ranch HOA – JP Ranch Maintenance Corporation

Lot – Property within JP Ranch upon which individual residences are built

Management – The current management company hired to manage the JP Ranch HOA and JP Ranch property

Operating Standards – A subset of the Governing Documents providing an overview of these documents written in a more easily read format and containing additional Rules and Regulations that have been adopted by The Board

Owner – Legal owner of a lot and residence within the boundaries of JP Ranch

Residence – The single family home built on a Lot in JP Ranch

The Board – The governing Board of Directors of JP Ranch Maintenance Corporation

WELCOME

JP Ranch Maintenance Corporation (herein after referred to as JP Ranch HOA) consists of those property Owners (herein after referred to as Owners) within the boundaries of JP Ranch. As an Owner, you automatically belong to the JP Ranch HOA. Welcome!

An important purpose of JP Ranch HOA is to ensure that the JP Ranch property and facilities will be maintained in an attractive manner and will be available for the enjoyment of the Owners. JP Ranch HOA is here to assist in making your living experience an enjoyable one.

In order to preserve these benefits, certain limitations and restrictions are placed on the Owners. Therefore, it is beneficial to take the time to read the attached Operating Standards in their entirety. All Operating Standards are subject to review and change by the JP Ranch Board of Directors.

PURPOSE

JP Ranch HOA provides a set of Governing Documents that encourage variety, freedom and evolution to meet changing circumstances as the community matures. The purpose of the Operating Standards is to provide an overview of the established policies within the Governing Documents by which Owners are governed. The Operating Standards provide Rules and Regulations for use restrictions, assessment delinquency policy and enforcement criteria, Design Guidelines and Election Policies. **These Rules and Regulations do not restate all of the policies set forth in the Governing Documents.**

GOALS

- To assure continuity in procedures that preserves the integrity of the overall community and not to restrict individual or personal preferences.
- To explain and further define, if necessary, the more general issues covered in the CC&R's as they are part of the overall Governing Documents of JP Ranch HOA.

II. RULES AND REGULATIONS

JP Ranch HOA Board shall have the authority to make temporary adjustments to the Rules and Regulations for all facilities and amenities, including but not limited to recreation facilities, pools, parks and open space in anticipation or resulting from seasonal holiday, special events, unusual circumstances, nuisance, safety concerns, injury and/or damage resulting from operations and use.

A. USE

1. Each Lot shall be used as a dwelling for a single family and for no other purpose, except as follows:
 - a. The hiring of employees or contractors to provide maintenance, construction or repair of any improvement consistent with the Governing Documents.
 - b. The operation of small home-based service businesses that comply with all of the following:
 - i. The operator of the business lives in the Residence on a permanent, full-time basis;
 - ii. When conducted in the community, business activities take place solely inside the Residence;
 - iii. Visits by clientele and suppliers are limited to regular business hours and clientele and suppliers park their vehicles only in the driveway or **along the curb fronting the Owner's Lot**;
 - iv. The business complies with all laws, regulations and ordinances applicable to the JP Ranch HOA, including zoning, health and licensing requirements;
 - v. The business otherwise complies with the Governing Documents and is consistent with the residential character of the community;
 - vi. The operator of the business posts no signage anywhere in the community;
 - vii. Other than visits by clientele or suppliers, there is no visible evidence in the community of the business;
 - viii. The business is not detectable by sight, sound or smell outside the boundaries of the Owner's Lot;
 - ix. The business does not increase JP Ranch HOA's liability or casualty insurance obligation or premium;
 - x. A home occupation permit and business license have been issued by the City of Calimesa where required.
 - c. The provision of in-home health care or assisted living services to a resident of JP Ranch.
 - d. The provision of family home child care services as defined in California Health and Safety Codes, so long as such services comply with all applicable zoning requirements and state law.

e. The JP Ranch HOA has the power to limit or prohibit use of common area recreational facilities by non-resident employees, clientele and suppliers of the home-based businesses described above.

2. No Lot shall be used solely for non-residential purposes.

3. No Owner may physically or legally subdivide the Owner's Lot in any manner, including dividing such Owner's Lot into time-share estates or time-share uses.

B. GUEST POLICY

1. Each Residence is permitted to bring a maximum of 10 guests per day to a facility provided the Owner is in possession of an activated JP Ranch HOA key fob. The number of guests permitted may be further limited on certain days or on seasonal high-usage days as determined by the Board.

2. Owners may bring their guests to all facilities and must accompany them at all times. Use of facilities is at the Owner's and their guests' own risk. JP Ranch HOA key fobs may be deactivated or confiscated by JP Ranch HOA if used by a guest without being accompanied by the Owner.

3. Owners are responsible for their guest's compliance with all JP Ranch HOA Operating Standards, for personal injuries, for any damage to JP Ranch Property caused by the Owners or their guests and for all repairs or replacement costs. Should any damage or injury take place with a guest who is in possession of the Owner's key fob and is not accompanied by said Owner, the Owner's key fob will be deactivated or confiscated.

C. TENANTS

An Owner may lease or rent their Lot/Residence for residential occupancy by a single family so long as:

1. The terms of possession are set out in a written lease or rental agreement;

2. The lease or rental agreement is expressly made subject to the Governing Documents of the JP Ranch HOA;

3. The lease or rental agreement is for a term of not less than thirty (30) days;

4. The lessor or landlord does not provide any services normally associated with transient occupancy (including hotel, inn, bed & breakfast, vacation rental, time-share or similar temporary lodging) such as providing meals, daily or weekly cleaning service or furnishing linens, cooking utensils or other household items;

5. The lease or rental agreement provides that all lessees, tenants or their families, agents and invitees are bound by the Governing Documents when present in JP Ranch;

6. Any violation of the Governing Documents by a lessee, tenant or their families or agents of their invitees also constitutes a default under the lease agreement;

7. The Owner of the leased or rented Lot/Residence is liable for all acts of omissions whether negligent or non-negligent, of the lessee, tenants, other occupants of the Lot/Residence and their families, agents and invitees. Penalties and other actions to correct violations will be assessed against the Owner even though the violation was committed by tenant;

8. The Owner indemnifies, defends and holds harmless the JP Ranch HOA and other Owners from any liability arising from any such acts or omissions;

9. The Owner assigns their rights to use the JP Ranch recreational facilities and all other private JP Ranch common area amenities during the term of the lease or rental agreement to the lessee or tenant and does not

retain a concurrent right to use any JP Ranch common area other than a right of access, ingress and egress through the private streets and any other areas of the JP Ranch which are open for public access and use;

10. Assessments remain the responsibility of the Owner during the term of any lease or rental agreement. Owners cannot delegate this responsibility to their tenants;
11. Owners supply a copy of the Governing Documents, Operating Standards and any other supplemental declarations that affect the community to each lessee/tenant.

Note: Careful screening of tenants prior to renting your property is important to protect your investment in your property. Disturbances and disorderly conduct by tenants can result in a fine or legal action against the Owner. Preserving the community and maintaining harmony among residents are the ultimate goals of the JP Ranch HOA. If a tenant is violating these goals, the Owner is required to take corrective measures.

D. PARKING AND VEHICLE GUIDELINES

1. Definition of Vehicle Categories:

- a. The following vehicles are examples of Authorized Vehicles:
 - (i) automobiles, (ii) passenger vans designed to accommodate ten (10) or fewer people, (iii) motorcycles, (iv) pickup trucks having a manufacturer's rating or payload capacity of one (1) ton or less.
 - b. The following vehicles are examples of Restricted Vehicles:
 - (i) recreational vehicles (for example, fifth wheels, folding camping trailers, travel trailers - not including van conversions and truck campers), (ii) motor homes, (iii) camper vans, (iv) and small water crafts.
 - c. The following vehicles are examples of Prohibited Vehicles:
 - (i) commercial type vehicles (for example, stake bed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines), (ii) buses, or vans designed to accommodate more than ten (10) people, (iii) vehicles having more than two (2) axles, (iv) inoperable vehicles or parts of vehicles, (v) aircraft, (vi) boats, jet skis and other water craft, (vii) trailers (for example trailers designed for horses, boats, motorcycles or other equipment or materials), (viii) any vehicle or vehicular equipment deemed a nuisance by the Board or in violation of an ordinance of the City.
 - d. JP Ranch HOA has the power to identify additional vehicles in any category in order to adapt these definitions to other types of vehicles that are not listed above. Any vehicle that is not clearly identified as being in one of the vehicle categories listed above will be considered to be in the most restrictive category which might apply unless it is expressly classified as an Authorized Vehicle by the Board.
2. Authorized Vehicles may be parked in any portion of the Owner's property intended for parking of motorized vehicles or along the curb that fronts the Owner's property; however, no Owner may park a vehicle in any manner which the JP Ranch HOA determines either restricts the passage of pedestrians or vehicles over streets or sidewalks or extends beyond the limit of the space where the vehicle is parked. Additional Owner owned Authorized Vehicles may be parked along the curbs that front community property. Owners are encouraged to use their garage and driveway for parking before using curb parking.

3. Restricted Vehicles may be parked wholly within an Owner's garage or on a side yard, screened from view in a manner approved by the Design Review Committee.
4. Owners who park Restricted Vehicles on a side yard shall also be required to install a concrete pad created for the purpose of accommodating the weight of the Restricted Vehicle.
5. Restricted Vehicles which are not permanently parked within JP Ranch (as allowed in "3" and "4" above) AND all Prohibited Vehicles may only be parked, stored or kept on any public or private street in, adjacent to or visible from JP Ranch or any other community property parking area for 48 hours for loading, unloading, making deliveries or emergency repairs. Prohibited Vehicles may only be parked permanently in an Owner's fully enclosed garage with the door closed so long as their presence on the property does not otherwise violate the provisions within the CC&Rs.
6. Routine vehicle maintenance of Owner's vehicles must be completed within the Owner's garage or on the driveway. Long term vehicle repairs must be completed within the garage.
7. The Board may:
 - a. Establish additional rules and regulations concerning parking in the common areas including designated "parking", "guest parking" and "no parking" areas;
 - b. Prohibit any vehicle parking, operation, repair, maintenance or restoration activity in the community if it determines, in its sole discretion, that the activity is a nuisance;
 - c. Promulgate rules and regulations concerning vehicles and parking in the community as it deems necessary and desirable.
8. Fire Lanes are "no-parking zones." Parking is not allowed in any area designated as a fire lane for turn-around or drive-through purposes.
9. All other "no-parking zones" will be identified by signs or red-painted curbs.
10. First time violators who park in a "no-parking zone" will receive a written warning, but with subsequent violations, the vehicle shall be subject to towing by JP Ranch HOA or by the City at the vehicle owner's expense. An exception shall be made for fire lanes; vehicles parked in a fire lane are subject to immediate tow without any initial or written warning.

Note: Short term guest parking is allowed at any available curb area in the community. Vehicles may not block any driveways or sidewalk access areas.

E. GARAGES

1. No garage may be used for any dwelling or commercial use (City code).
2. Owners may use their garage as they see fit as long as they can accommodate the parking of their vehicles as regulated by Section D (Parking and Vehicle Guidelines) of the JP Ranch Rules and Regulations and does not violate City code.
3. Garage doors must be kept closed except when the garage is actively in use.

4. No hosing down of garages, driveways or walkways is allowed (State Law).

F. INSURANCE

1. Each Owner is responsible for insuring his/her personal property and all other property and improvements in the Owner's Lot.
2. Owner's insurance policies may not adversely affect or diminish any coverage under any of the JP Ranch HOA's insurance policies.
3. Owners shall provide a copy of their policy to the JP Ranch HOA on request.
4. If any loss intended to be covered by JP Ranch HOA's insurance occurs and the proceeds payable are reduced due to insurance carried by any Owner, such Owner shall assign the proceeds payable from the Owner's insurance to JP Ranch HOA, to the extent of such reduction, for application to the same purposes as the reduced proceeds are to be applied.
5. Each Owner is liable to the JP Ranch HOA for any damage to the common property not fully reimbursed to the JP Ranch HOA by insurance proceeds (including any deductible amounts under any insurance policies against which the JP Ranch HOA files a claim for such damage) which may be sustained due the unauthorized act of such Owner or any persons deriving their right and easement of use and enjoyment of the JP Ranch common area from such Owner or of such Owner's family or guests.

G. SIGNS

1. The posting or displaying of any sign (including but not limited to, noncommercial signs, banners, posters or flags within the Lot or yard, window, door, balcony or outside wall of a Lot) is permissible using the following guidelines:
 - a. No sign may be allowed to fall into disrepair or become unsightly, as determined by The Board, Management or the DRC;
 - b. Under no condition shall any sign or notice be posted with a code that opens any gate;
 - c. Signs shall not be larger than 9 square feet;
 - d. Flags and banners may be no larger than 15 square feet;
 - e. Signs may be made of paper, cardboard, cloth, plastic or fabric;
 - f. Signs may not be made of lights, roofing, siding, paving materials, flora, balloons or similar building, landscaping or decorative component and Owners may not paint signs on exterior surfaces;
 - g. Signs may be prohibited as required for the protection of public health or safety or if the posting or display would violate a local, state, or federal law;
 - h. Signs with words commonly considered swear words, curse words, or inappropriate or offensive words referring to sexual acts or conduct, words describing bodily functions, words describing those portions of the body involved in the elimination of waste, and/or words displaying hate towards someone based upon race, religion, creed, national origin, sex, gender, age, sexual orientation or the like will not be allowed and, if such words appear, the signage will be removed at the Owner's expense;

- i. Unless specifically allowed below in specified locations on JP Ranch property, signs shall not be placed on JP Ranch property, which includes, but is not limited to, common areas, recreational facilities, parks, landscaping, median islands, parkways, poles and buildings.

2. SECURITY SIGNS AND ADDRESS SIGNS

- a. Each Residence may have one (1) nameplate or similar Owner name or address identification sign which complies with the rules of the applicable Design Guidelines.
- b. Each Residence may have one (1) sign advising of the existence of security services protecting the Lot which complies with the applicable Design Guidelines.

3. REAL ESTATE SIGNS, FOR RENT AND OPEN HOUSE SIGNS

- a. Owners may display on their property one (1) professionally made real estate sign indicating the property for sale or lease.
- b. For purposes of this rule, a real estate sign of 18" x 30" (dimensions) shall be considered a reasonable size for use in the sale of a Residence in the community.
- c. A "gallows" type post may be used to hang or display a real estate sign on a single-family residence and shall not be more than 3' in height above the ground level.
- d. Real estate signs may have one additional box for containing papers, photos, or other sales materials. Real estate signs may have one additional rider.
- e. Professionally made "OPEN HOUSE" signs ~~may be allowed, so long as:~~ are permitted. They may not be placed in front of or in a location that obstructs the view of a community sign and may not remain on JP Ranch property overnight.
 - i. ~~Signs are to conform to the following: (i) no larger than 10" x 30" and professionally made, (ii) generic green and white signs only, (iii) the words "OPEN HOUSE" and an arrow only. The agent owning the "Open House" sign may place his/her name or business entity and phone number on a sign in green ink with letters a maximum of one inch high, and no length restrictions. Photos and logos are not permitted on Open House signs.~~
 - ii. ~~Open House signs not conforming to these standards may be immediately removed and disposed of at the Owner's expense.~~
 - iii. ~~Only two (2) signs (in total) per corner on major streets (a major street is defined as any street outside of the various developments). At a four-way intersection, there are four corners where only eight (8) signs may be placed regardless of the number of open houses being conducted.~~
 - iv. ~~Open House signs are not permitted to be placed in front of or in a location that obstructs the view of a Community Sign and may not remain on JP Ranch Property overnight.~~

~~v. No riders or flags are permitted on or hanging from an Open House sign.~~

~~vi. Open House signs shall not hang more than 3' in height above the ground level.~~

4. POLITICAL SIGNS

- a. Requests for approval for political signs must be made through the DRC.
- b. Approved political signs will be permitted to be displayed, after approval by DRC, for a maximum of thirty (30) days prior to said election.
- c. Signs are to conform to the following: (i) no larger than 18" x 24"; (ii) must be professionally made; ~~Photos and logos are not permitted on Political Signs.~~ and (iii) shall not be posted higher than 3' in height above ground level.
- d. Approved political signs may be posted on private property with the Owner's permission.
- e. JP Ranch HOA will not be liable for lost, damaged or stolen signs.
- f. Any non-compliant/non-approved political signage located on JP Ranch property will be immediately removed and discarded.

5. PERSONAL EVENT SIGNS

- a. Personal event signs relate to a personal or family event.
- b. Personal event signs may not contain a commercial theme or message nor contain words or graphics that identify or promote any commercial product, industry, goods, service and/or enterprise, or the like.
- c. ~~Personal event signs must conform to the Rules and Regulations in section G.1 "SIGNS" above.~~
- d. ~~Personal event signs may be placed no earlier than 12 hours prior to the beginning of the event and must be removed at the end of the event.~~
- e. ~~Personal event signs may not be affixed to any permanent fixtures including, but not limited to: street light poles, parking signs, utility boxes and landscaping.~~

6. GARAGE AND ESTATE SALE SIGNS

- a. Signs must conform to the following: (i) not exceed ~~40" x 30"~~ 22" x 28" in dimension, (ii) be tastefully made, (iii) be generic signs only containing the words "GARAGE SALE" or "ESTATE SALE" and an arrow.
- b. ~~No riders or flags are permitted on or hanging from a garage sale or estate sale sign.~~
- b. The sign(s) may be placed no earlier than 12 hours prior to the beginning of the garage sale or estate sale and must be removed by the end of the garage or estate sale.
- c. Garage or estate sale signs may not be affixed to any permanent fixtures including, but not limited to: street light poles, parking signs, utility boxes and landscaping.

- d. Except for size restrictions, Garage and Estate Sale signs must conform to the Rules and Regulations in section G.1 "SIGNS" above.

7. FLAGS

- a. Any well maintained, reasonably sized, U.S. flag or other flag may be displayed on private property.
- b. Proper U.S. flag etiquette should be observed by the person(s) displaying the U.S. flag.
- c. The installation of a flag pole must be approved by the Design Review Committee (DRC).
- d. Any flags falling into disrepair must be replaced, repaired, restored or removed immediately by the flag's owner.
- e. Any flags that pose a health and/or safety risk for any reason including, but not limited to, size, location, etc. are not permitted.
- f. Flags may not contain a commercial theme or message, nor contain words or graphics that identify or promote any commercial product, industry, good, service and/or enterprise or the like.
- g. Flags with words commonly considered swear words, curse words, or inappropriate or offensive words referring to sexual acts or conduct, words describing bodily functions, words describing those portions of the body involved in the elimination of waste, and/or words displaying hate towards someone based upon race, religion, creed, national origin, sex, gender, age, sexual orientation or the like will not be allowed.

H. HOLIDAY DECORATIONS

1. Holiday decorations may only be displayed within Owners' Lots and Residences.
2. The following holiday decorations policy is designed to help avoid adverse visual impact and ensure the safety of Residences and residents:
 - a. The acceptable time frame for winter holiday decorations is from the day after Thanksgiving until January 8th. All other annual holiday decorations must be displayed no more than fifteen (15) days prior to the day of the holiday, and must be removed within fourteen (14) days after the holiday, unless prior written authorization has been granted by JP Ranch HOA to remove them at a later date.
 - b. Lit displays must be turned off no later than 11:00 p.m. each night. Lights must not cause light glare or other safety hazards related to vehicular or pedestrian traffic and must not unreasonably affect surrounding homes.

I. ANIMALS

1. No commercial or farm livestock, including poultry, may be kept in JP Ranch.
- ~~2. No person may keep more than two (2) dogs or two (2) cats or one (1) dog and one (1) cat in a Residence. No more than two (2) usual and ordinary household pets are allowed per residence~~
2. No residence may have more pets than permits the Owners or Renters to comply with the nuisance regulations outlined in any part of the Rules and Regulations.

3. In addition to a reasonable amount of dogs and/or cats, residents may keep, inside the Residence, a reasonable number of small household pets that live in containers or cages, including fish, birds, reptiles, and other usual household pets provided that they are not kept, bred and/or raised for commercial purposes or in unreasonable quantities or sizes.
4. No person may bring or keep in JP Ranch any animal that is determined by the Board to be a nuisance to other residents in the community.
5. The Board has the power and discretion to determine whether the types, size or numbers of any animals kept in a Residence are a nuisance and the Board shall have the power to abate the nuisance through any legal procedure that is available to the JP Ranch HOA.

~~6. Animals must be kept either indoors or in the enclosed yard or patio area (if any) at all times.~~

6. While outside of a Residence or enclosed yard, animals must be kept under the control of a person capable of controlling the animal either on a leash or other appropriate restraint or in a carrier.

~~7. Animals shall not be left unattended in the Master Common Area.~~

7. Each pet owner shall be solely responsible for ensuring that there is no external evidence of the presence of any animals kept by the Owner or by other residents of the Residence (including unreasonable noise, noticeable odor or pests due to excrement).
8. Each Owner shall be absolutely liable to each and all other Owners, Residences, their respective families, tenants, residents and guests for nuisances, damages or injuries caused by any animals brought or kept in the community by an Owner or by members of the Owner's or resident's family or by their guests, tenants or invitees.
9. Each Owner or resident shall immediately remove any excrement or clean up other unsanitary conditions caused by such Owner's, resident's or guest's animals on any portion of the community.

J. WILDLIFE CORRIDOR

1. Portions of JP Ranch are adjacent to a publicly owned and maintained Wildlife Corridor. This Wildlife Corridor likely contains wildlife which will not necessarily be restricted to the area within the Wildlife Corridor, and it could be expected that, from time to time, wildlife of various types that are typically resident in the area might be encountered in neighborhoods adjoining and near the Wildlife Corridor. Precautions of appropriate nature should be taken at all times.

K. TRASH / WASTE

1. No littering.
2. No discharge of fertilizer, pesticides, and wastes to adjacent private streets, neighborhood streets or any areas that will discharge to offsite storm drains.
3. Weeds, rubbish, debris, unsightly material or objects and trash may not be kept on any property or street within JP Ranch or on any public street abutting or visible from the community.
4. All trash containers shall be located out of public view except when placed for pickup and except for trash containers permanently installed by the JP Ranch HOA and approved by the Design Review Committee.
5. Trash may be kept in individual and sanitary containers in rear/side yards or garages, and each Owner shall at all times maintain adequate space in the garage or rear/side yards for storage of trash containers.

6. Trash containers may be placed for pickup no more than ~~12 hours before and after~~ one day before scheduled trash collection hours **and are to be returned to their storage area by midnight following the collection hours.**
7. No odor may be permitted to arise from trash containers so as to render any portion of JP Ranch offensive or is detrimental to any other property in the vicinity thereof or to its occupants.

L. MOLD

1. It is the Owner's responsibility to monitor their Residence on a continual basis for excessive moisture, water and mold accumulation.

M. NUISANCES

1. Each Owner is liable to the JP Ranch HOA for any damage to the common property caused by the act of an Owner, their family, guests, tenants or invitees.
2. Noxious or offensive activities are prohibited in JP Ranch.
3. The Board is entitled to determine if any device, noise, odor or activity detectible from the common property or from a Residence in JP Ranch constitutes a nuisance.
4. Nuisance devices may not be kept or operated in JP Ranch, on any public street abutting the community or exposed to the view of the other Lots or the common areas. Nuisance devices include the following:
 - a. All horns, whistles, bells or other sound devices (except security devices used exclusively to protect the security of a Residence or a vehicle and its contents and except for such devices that may be required by the City or county);
 - b. Noisy or smoky vehicles, power equipment (excluding lawn mowers and other equipment used in connection with ordinary landscape maintenance) and Restricted Vehicles;
 - c. Devices that create or emit loud noises or noxious odors;
 - d. Construction or demolition waste containers (except as permitted in writing by the DRC);
 - e. Devices that unreasonably interfere with television, radio, telephone, cellular or mobile phone reception or internet access;
 - f. Plants or seeds infected with noxious insects or plant diseases;
 - g. The presence of any other thing in JP Ranch which may increase the rate of insurance in the community, result in cancellation of the insurance, obstruct or interfere with the rights of other Owners or the JP Ranch HOA, violate any law or provisions of the Governing Documents or constitute a nuisance or other threat to health or safety under applicable law or ordinance.
5. Nuisance activities include the following:
 - a. Hanging, drying or airing clothing, fabrics or unsightly articles in any place that is visible from other Lots, common areas or streets;
 - b. The creation of unreasonable levels of noise from parties, recorded music, radios, television or related devices or live music performance;
 - c. The creation of unreasonable levels of noise from a barking dog or other animal kept in the community (for example, chronic daily nuisance barking by a dog over extended periods of time);

- d. Outdoor fires, except in barbeque grills, fire pits and outdoor fireplaces designed and used in such a manner that they do not create a fire hazard **or violate City, county or state laws**;
 - e. Outdoor storage of bulk materials or waste materials except in temporary storage areas designated by the Design Review Committee.
6. All Owner-maintained landscaping that is visible from other Lots or from the common areas shall be properly maintained as may be appropriate to the types of plant materials used. Turf grass areas are to be evenly cut, evenly edged-and free of bare or brown spots, debris and weeds above the level of the lawn. All trees and shrubs shall be trimmed so they do not impede pedestrian traffic and root-pruned to prevent root damage to sidewalks, driveways and structures.
 7. Irrigate between non-peak hours of 10:00 p.m. and 6:00 a.m.
 8. Homeowners should repair leaks and address malfunctions promptly.

N. CONTRACTOR GUIDELINES

The Owner is to ensure that any contractor they hire to perform work adheres to the following:

1. Contractor shall abide by all parking guidelines, traffic safety rules and signs, posted and otherwise.
2. Vehicles and other equipment must be parked in such a manner so as not to block traffic or access to fire hydrants, driveways or streets.
3. Contractors shall not leave vehicles, equipment, trash, construction debris or material on public streets or sidewalks overnight.
4. Contractors ~~should~~ **must** adhere to ~~county~~ **City** guidelines for work hours.

Those hours currently are:

7a.m. – ~~6-7~~ p.m. (~~or dusk~~) Monday through Friday
 & 10 a.m. – ~~6-5~~ p.m. (~~or dusk~~) Saturday, **Sunday and Specified Holidays**
~~No construction on Sundays or Federal Holidays~~

O. COMMON AREA STREETS

1. The speed limit in JP Ranch is 15 MPH.
2. No electric or motorized scooters, dirt bikes, ATV's, etc. are to be driven in the community at any time, for any purpose by anyone with or without a license to operate the vehicle.
3. Golf Carts may be driven safely by responsible adults that have a current license to operate a motorized vehicle.
4. ~~Children and adults are prohibited from playing or congregating in the common area streets. Cost for any damages to the common areas caused by allowing children and adults to play or congregate in the common areas will be assessed to the owner after notice and opportunity for a hearing~~

III. FACILITIES AND AMENITIES

A. POOL, **WADING POOL, SPA AND SUROUNDING AREA**

1. Hours: 6 a.m. – 10 p.m. (~~All facilities with exception of those listed below;~~ Hours may fluctuate based upon the needs of the community.)
2. No Lifeguard on duty! Swim at your own risk.
3. All children who are not potty trained must wear a swim diaper when in the water **and may only use the wading pool.**
4. Changing diapers in or around the pool area is not permitted. Diaper changing tables are provided in the restroom facilities.
5. Children under the age of fourteen (14) ~~should~~ **must** be accompanied by a responsible adult age eighteen (18) or older.
6. **No one under the age of fourteen(14) is allowed in the spa.**
7. No running, diving, glass containers or pets within the pool area.
8. Alcoholic beverages are prohibited.
9. Smoking in and around the pool area is prohibited.
10. Fins, balls, air mattresses, boogie/body boards, and large inflatable flotation devices are not permitted in the pool. U.S. Coast Guard approved life preservers and other non-inflatable devices are allowed. Small floaties and kick boards are allowed for persons whose heads are not above water when standing in the pool but are not to be used as a life safety device.
11. Swim attire is required in the pools **and spa.**
12. Bicycles, roller-skates, in-line skates, and skateboards are not permitted anywhere within the gated pool area.
13. Be considerate of noise levels.
14. Portable barbecues, amplified sound including but not limited to boom boxes, PAs, bands, or disc jockeys are not permitted.
15. Management and the JP Ranch HOA reserve the right to deny use of the pool area to anyone at any time.
16. Management and the JP Ranch HOA are not responsible for accidents or injuries.
17. In case of an emergency, call 911.
18. All injuries or accidents involving these facilities must be reported to the JP Ranch HOA and Management.
19. Use of the pool area is restricted to Owners and their accompanied guests.
20. Each Residence is permitted to bring a maximum of 10 guests per day provided the Owner is in possession of an activated JP Ranch key fob. The number of guests permitted may be further limited on certain days, or on seasonal high-usage days as determined by The Board. Use of the facilities is at the Owner's own risk.
21. Owners are responsible for their guests' compliance with all JP Ranch HOA Rules and Regulations, for personal injuries, for any damage to JP Ranch property caused by the Owners or their guests, and are liable for all repair or replacement costs.
22. Owners are responsible for closing the JP Ranch pool area gates when entering or leaving the pool area.

23. Except for Seeing Eye dogs, animals and/or pets are not allowed in JP Ranch pool area, unless in conjunction with a JP Ranch HOA sponsored activity where pets are permitted.
24. When leaving the pool area, close the table umbrellas to prevent wind damage.
25. Since the trash is not emptied daily, please take the trash from any nearly full trash bins to the dumpster in the parking lot. Consider making replacement trash bags part of your pool supplies.

B. CLUBHOUSE FACILITY RESERVATIONS

Due to the fact that the Clubhouse cannot currently be used without making reservations, this section has a different format from the other Rules and Regulations and contains the information needed to make such reservations. This information begins on the following page.

JP Ranch Maintenance Corporation

CLUBHOUSE RENTAL PROCEDURES AND POLICIES

We hope that you have a wonderful party and enjoy hosting it at the JP Ranch Clubhouse. In order to ensure the safety and success of your event, we would like to stress the importance of the following JP Ranch Maintenance Corporation policies. Please read carefully, as you will be held responsible for implementation of all of these policies. Failure to follow these policies could result in **revoking your use privileges and/or the assessment of penalty fines.**

RESERVATIONS

JP Ranch Clubhouse
1200 Heritage Dr.
Calimesa, CA 92320

- The Clubhouse may be rented by Owners in good standing of JP Ranch Maintenance Corporation only. An Owner may sponsor an event for a guest, however all fees must be paid by the Owner and the Owner **must be in attendance**. A renter is only allowed to rent the facility IF the Owner signs the 'JP Ranch Clubhouse Rental Liability Waiver'.
- Event size limitation is not to be in excess of the limit established by fire code occupancy restrictions of 229. This includes all children, caterers, entertainers, etc. **No exceptions!**
- The JP Ranch Clubhouse may not be used for commercial purposes. Products may not be sold at the JP Ranch Clubhouse for the financial benefit of any individual or enterprise.
- Reservation area includes the designated rental area of the clubhouse and BBQ area only. The pool and spa area may not be reserved but may be used by owners attending the event and their allowed number of guests as defined in the JP Ranch Maintenance Corporation Rules and Regulations III.A.19 . This quantity is **5 10** guests per **owner Residence**.
- Events falling on the same day in consecutive weeks may not be booked in advance. For example, every Monday.
- Reservations may be made up to 180 days in advance and are made on a first come first served basis.
- The Clubhouse and BBQ area may be reserved for any amount of time between 8:00 am and 12:00 am (midnight) of the same day. This must include setup and takedown time.
- The Board and Management reserve the right to cancel a function if policies are violated or inaccurate information is provided on the Rental Agreement. The use of the JP Ranch Clubhouse may be restricted by The Board for delinquent HOA dues, violations of JP Ranch Maintenance Corporation Governing Documents or Rules and Regulations or deliberate abuse of the community recreational facilities or landscape areas.
- RESIDENTS ARE REQUIRED TO BRING KEY FOB AND BE ABLE TO SHOW VALID PROOF OF IDENTITY UPON REQUEST ON THE DAY OF THE EVENT. Your key fob(s) will be activated to open doors during your event. The key fob is required for owner and guests to open doors during event as they remain locked.
- **All Caterers must provide proof of liability insurance naming JP Ranch and Keystone Pacific Property Management, LLC as Additional Insured on the insurance policy for the day of the event.**
- **JP Ranch requires all electrical service requests to be submitted to Management no later than fifteen (15) calendar days prior to the event.**

JP Ranch Maintenance Corporation

CLUBHOUSE RENTAL PROCEDURES AND POLICIES

FEES

- All fees are due at the time of the reservation request. Separate checks are required for each type of fee.
- The payee on all checks is: JP Ranch Maintenance Corporation.
- The fees are as follows:
 - \$300.00 – Refundable deposit to secure the reservation. If there are no damages or extra cleanup fees, the check will not be cashed.
 - \$85.00 - Cleaning fee
 - \$60.00 - Pre and Post Party inspection fee
- Any event serving alcohol requires additional security staff at the rate quoted by the vendor currently \$25.00/hour (with a four hour minimum). As described in the Alcohol Requirements section, a \$100,000.00 Liability and Property damage insurance rider must be secured.
- These fees are subject to change at the discretion of The Board.
- All fees are to be mailed to: Keystone Pacific Property Management
C/O JP Ranch
16775 Von Karman Ave.
Irvine, CA 92606
- Any questions may be directed to Keystone Pacific at 877-577-6462. Fax (949) 833-0919 or email customercare@keystonepacific.com
- **Fees are subject to change without notice. Contact Management for current fees, deposits and charges.

ALCOHOL REQUIREMENTS

Serving of alcohol at the JP Ranch Clubhouse for an Owners' private event is only permitted when use is specified in advance and when the following requirements are met:

- Minimum of \$100,000 in Liability & Property Damage Insurance naming JP Ranch Maintenance Corporation as additionally insured. Insurance rider must include the JP Ranch Clubhouse address ~~of (clubhouse address will be inserted here)~~ (see above) and the date of the event.
- **Proof of this rider must be submitted to the management company two (2) weeks prior to the event.**
- **Hiring of a Board approved security guard is required when alcohol is served.**
- **The four hour (4) minimum security guard fee as quoted, currently \$25.00 per hour, is due at time of reservation.**
- Security guard fee is non-refundable if the event is canceled two (2) weeks or less prior to the event.
- In accordance with California State Law, no one under the age of 21 shall be served an alcoholic beverage while on the premises. If alcoholic beverages are served at the rental function, no minors are to be present without a consenting parent or guardian.
- Any abuse of alcohol privileges may result in immediate termination of a function.
- Please visit www.privateeventinsurance.com for additional questions or comments.

JP Ranch Maintenance Corporation

CLUBHOUSE RENTAL PROCEDURES AND POLICIES

EVENT INFORMATION

- Open flames such as portable barbecues, candles (except for birthday cake candles), and tiki torches are NOT permitted anywhere within the facility. Sterno may be used as intended in food warmers.
- **The use of Fun Jumps, Bounce Houses, Slides or the like are not permitted at the Clubhouse facilities.**
- Additional equipment such as microwaves, hot dog cookers, popcorn carts or cotton candy machines, etc. must be approved, at the discretion of The Board or Management, in advance of the event and may require an insurance rider.
- **A copy of the signed contract with the entertainment provider must be provided to Management in advance of the event.**
- Music is permitted inside the facility until 11pm. It must originate from inside the Clubhouse and shall not be audible from residences within the community.
- All events must end (including clean-up of the facility), and the premises vacated by 12 midnight.
- For safety reasons, propping of any clubhouse doors or gates are not permitted at any time. Renter is responsible for their guest entry/exit from the facility. **No exceptions!**
- Please supervise small children at all times. Be aware of the water elements that surround the facility.
- Guests are not permitted to remain in the facility without a JP Ranch HOA Owner present and must leave at the close of the event.
- Please ensure guests stay within the designated rental areas of the facility.
- **Use of certain party favors (silly string, party poppers, glitter, confetti, liquid or gel filled balls/balloons) is prohibited. If these items are used, and residue is left in the facility, the renters deposit will be forfeited.**

FURNITURE

- Tables and chairs are available for use within the facility, in the designated rental area only.
- The renter shall arrange for all equipment and furniture deliveries and pick-ups the day of the event, **during the rental time period only**. The JP Ranch HOA will not be responsible for items left in the Clubhouse at the conclusion of an event.
- Tables and chairs should not block exit doors.

The room and BBQ area must be returned to its original setup. *Diagrams are provided.*

KITCHEN

- DO NOT put large amounts of food scraps, bulky items or vegetable peelings in the garbage disposal. These items will cause a back-up of the system and any remediation or repair will be charged to the renting party.
- Do not store large amounts of heavy canned items (soda, beer, etc.) on the wire racks or shelves of the refrigerator. Please use tubs with ice for cooling these types of refreshments.

JP Ranch Maintenance Corporation

CLUBHOUSE RENTAL PROCEDURES AND POLICIES

CLEAN-UP

- A Security Inspector will make a facility inspection with you at the beginning and end of your event (**as per times on application**). You will be required to sign the inspection report.
- The resident is responsible for the following items of clean up (a checklist will be provided):
 - a. Wipe down tables
 - b. Remove all trash to the dumpster in the parking lot – see instructions below
 - c. Remove all decorations, furniture, food etc. brought for the event
 - d. Clean out the sink, dishwasher and refrigerator – do not leave any personal property!
 - e. Clean the stove
- Trash Removal-All trash must be placed in the dumpster in the parking lot. Please DO NOT drag any bags containing food or liquids over the floors or exterior concrete sidewalks. If you do, you will be charged an extra cleaning fee and/or a maintenance pressure washer fee IF stains are created. Failure to remove trash may result in a fine.
- Spills on the outside patio area or the BBQ area will need to be watered off so as not to draw ants to the area. **No roasting of Marshmallows at the Fire Pit or BBQ's**
- No cleaning supplies or equipment are provided.
- Please DO NOT USE ANY CARPET CLEANSERS or spot removers on the carpet as they may bleach the carpet. Blotting carpet spots with fresh water only is permitted on a limited basis.
- Resident is responsible for securing all doors and windows prior to leaving the facility.
- Resident is responsible for setting the thermostat to OFF, fan set to AUTO.
- Resident is responsible for turning off all lights.

To inquire about dates available and to make a reservation, please use the information below to contact Management. Dates cannot be held until the application and fees are received in the office.

**Fees are subject to change without notice, contact Management for current fees, deposits and charges.

All fees and application are to be mailed/delivered to:

Keystone Pacific Property Management
C/O JP Ranch
16775 Von Karman Ave
Irvine, CA 92606

Any questions can be directed to Keystone Pacific at 1-877-577-6462. Fax 949-833-0919 or email customer-care@keystonepacific.com.

JP Ranch Maintenance Corporation CLUBHOUSE RENTAL PROCEDURES AND POLICIES

CLUBHOUSE RENTAL APPLICATION
1200 Heritage Dr.
Calimesa, CA 92320

HOMEOWNER NAME _____ DATE _____

ADDRESS _____

HOME PHONE _____ WORK PHONE _____

CELL PHONE _____ EMAIL _____

NUMBER OF GUESTS: KEY FOB #

DATE REQUESTED:

(Reservations can be made up to six months in advance)

TIME OF EVENT: START FINISH
(INCLUDES SETUP) (INCLUDES CLEAN-UP)

TYPE OF EVENT

POOL USAGE OF 10 GUESTS YES NO (CIRCLE ONE)

WILL ALCOHOL BE SERVED? YES NO (CIRCLE ONE)

TYPE OF ENTERTAINMENT (If applicable) _____

CATERER NAME (If applicable) _____ PHONE _____

I have read the attached JP Ranch Clubhouse Rental Procedures and Policies and Violation Fines and understand that I will be held responsible for their implementation.

Initials _____ Date _____

WE ONLY ACCEPT CHECKS PAYABLE TO: JP RANCH MAINTENANCE CORPORATION

OFFICE USE ONLY	Amount	DATE DUE	DATE REC'D	DATE RET'D	STAFF INITIALS
1. Security Deposit \$300 (Required to Hold Date)					
2. Cleaning Fee \$85.00 per private event					
3. Inspection Fee \$60.00					
3. Guard Fee as quoted (if applicable) currently \$25.00 per hour, 4 hour minimum (events when alcohol is served)					
4. Cert. Of Insurance JP Ranch Maintenance Corp. must be named additionally insured for all events when alcohol is served					

****Fees are subject to change without notice, contact Management for current fees, deposits and charges.**

JP Ranch Maintenance Corporation CLUBHOUSE RENTAL PROCEDURES AND POLICIES

FINES FOR VIOLATION

The following list contains fines associated with the violation of JP Ranch Maintenance Corporation Clubhouse Reservation Procedures and Policies. Owners renting the Clubhouse are responsible for their guests' adherence to all rules and regulations as specified on the room rental form.

Room not returned to condition prior to event	\$25
Use of alcohol without prior permission	\$300 \$500
Use of open flames such as portable barbecues, candles (except birthday cake candles), and tiki torches. Sterno may be used as intended in food warmers.	\$75
Music not originating from inside the clubhouse facility/refusal to turn down music which can be heard in residences; refusal to turn off music at 11:00 P.M.	\$50
Stains on carpet Requiring partial cleaning Requiring full cleaning	TBD TBD
Required clean-up of event items not completed as per checklist	\$50-\$300
Over Capacity Limit of 229	\$200
Use of unauthorized party favors	\$50- \$300
Unspecified damages to room or facility	All associated costs

I have read the "Fines for Violations" and checked the appropriate boxes. I accept the liability for damage to persons admitted to facilities while rental is reserved. I understand that in the event that I or my guests violate any of the regulations, or provide inaccurate information on my application, JP Ranch Maintenance Corporation reserves the right to cancel my function at any time, and deduct any fees incurred by this violation from my deposit check.

SIGNATURE _____

PRINT NAME _____ DATE _____

JP Ranch Maintenance Corporation CLUBHOUSE RENTAL PROCEDURES AND POLICIES

RESERVATION AGREEMENT

1. **ROOM CONFIRMATION** Initial here
To confirm reservation of the facility, the use fee and deposit are required at the time this Reservation Agreement is signed.
2. **FOOD AND BEVERAGE** Initial here
All Caterers must provide proof of liability insurance naming JP Ranch and Keystone Pacific Property Management, LLC as Additional Insured on the insurance policy for the day of the event.
3. **ALCOHOL** Initial here
Owner agrees that no alcoholic beverage will be served unless the conditions of the Alcohol Requirements section have been met.
4. **SIGNS** Initial here
All signs must comply with the PERSONAL EVENT SIGNS section of the Rules and Regulations.
5. **USE OF DECORATIONS** Initial here
Decorations used must not cause any damage to the facilities. This includes the methods used to attach any banners or signs, etc.
6. **MUSIC AND ENTERTAINMENT** Initial here
A copy of the signed contract with the entertainment provider must be provided to Management in advance of the event. Music must originate from inside the Clubhouse and shall not be audible from residences within the community.
7. **RESTORATION OF PREMISES** Initial here
Owner must complete all items listed in the CLEAN UP section by the end of the reservation time. Consult the list of fines for improper clean up.
8. **INSPECTION** Initial here
Owner understands and agrees that an inspection of the facilities will be made by security personnel both before and after the event to ensure the facilities are brought back to original conditions.
9. **DAMAGES** Initial here
Owner agrees to immediately notify Management of any problems encountered and any damage to the facilities caused during Owner's use. JP Ranch may bring a claim, action, or demand against Owner for repairs or replacement.
10. **CLUBHOUSE RENTAL LIABILITY WAIVER** Initial here
Owner agrees to sign and abide by the Clubhouse Rental Liability Waiver.

JP Ranch Maintenance Corporation CLUBHOUSE RENTAL PROCEDURES AND POLICIES

11. ATTORNEY'S FEES

Initial here

In the event any claim, demand, action, or litigation is commenced to enforce or construe any of the provisions of this Reservation Agreement or to recover damage for breach of any of the provisions of this Reservation Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. In the event this Reservation Agreement is asserted in any litigation as a defense, the prevailing party, on the issue of that defense, shall be entitled to recover reasonable attorneys' fees. Each party shall bear its own legal fees and costs related to the preparation of this Reservation Agreement.

12. ELECTRICAL REQUIREMENTS

Initial here

JP Ranch requires all electrical service requests to be submitted to Management no later than fifteen (15) calendar days prior to the event.

13. OUTDOOR EVENTS

Initial here

JP Ranch reserves the right to make the decision to move any outdoor event inside in inclement weather or impending inclement weather predicted by the National Weather Service. Parties will be moved due to wind, rain, extreme heat, cold or the forecast of rain. All outdoor events will end no later than 10:00 p.m. due to local ordinances.

15. GOVERNING LAW AND VENUE

Initial here

This Reservation Agreement is made and entered into in the State of California and shall, in all respects, be interpreted, enforced and governed by and under the laws of California. The parties select the County of Riverside, California, as the proper and sole venue for any action filed to enforce, construe or interpret this Agreement.

Owner/Member Signature

Print Name

Date

JP Ranch Maintenance Corporation CLUBHOUSE RENTAL PROCEDURES AND POLICIES

CLUBHOUSE RENTAL LIABILITY WAIVER

I acknowledge and agree, on behalf of myself, my tenant (if applicable) and all event attendees, that the use of the JP Ranch Clubhouse, including the designated rental area, entrance, adjacent patios, restrooms and kitchen are to be used in a responsible and safe manner **and at his/her own risk.**

On behalf of myself, my tenant (if applicable) and event attendees: I release from liability and hold harmless **and indemnify** JP Ranch Maintenance Corporation as a result of my event activities, and waive claims that I, or my event attendees, may otherwise have or acquire against JP Ranch Maintenance Corporation its officers, directors, agents, or employees, for any injury occurring to me, event attendees, or to property as a result of any use of JP Ranch Maintenance Corporation property, located at 1200 Heritage Dr., Calimesa, CA 92320.

I have read the JP Ranch Clubhouse Rental Procedures and Policies and this Liability Waiver. I accept the liability for damage to persons admitted to facilities while rental is reserved. I understand that in the event that I violate any of the regulations, or provide inaccurate information on my application, JP Ranch Maintenance Corporation reserves the right to cancel my function at any time, and deduct any fees incurred by this violation from my deposit check.

SIGNATURE _____

PRINT NAME _____ DATE _____

C. BBQ AND FIRE PIT

When the Clubhouse is not reserved for an event, the JP Ranch BBQ and Fire Pit Area may be used by community members. **The calendar on the community website will indicate when the Clubhouse is rented.** Please be flexible, however, as **Clubhouse reservations** have precedence over BBQ pit use even if no notice is given.

The following rules and regulations are to be observed:

1. An Owner of the JP Ranch HOA 18 years of age or older must be in attendance at all times. Use of a key fob registered to the home owner will be required for entrance. If the homeowner is found to NOT be present, a fine of \$50 can be assessed and the homeowner can be barred from using the BBQ area up to a year.
2. Each Residence is permitted to have a maximum of 10 guests in the BBQ area at one time provided the owner(s) is/are in possession of a valid JP Ranch HOA key fob. The number of guests permitted may be further limited on certain days, or on seasonal high-usage days as determined by the Board of Directors. Use of the facilities is at the owner's own risk.
3. Clean-Up – No cleaning supplies are provided.
 - a. Wipe down all tables and serving areas including the ledge around the Fire Pit.
 - b. Clean the BBQ's thoroughly with brushes.
 - c. Remove all food and personal items from the area.
 - d. Remove all trash to the dumpster in the parking lot – see instructions below.
 - e. Return the furniture to its original setup.
 - f. Water off any spills on the cement so as not to draw ants to the area.
 - g. Insure that the BBQ's and Firepit are turned off and the area is secured.
 - h. A minimum of \$50 will be assessed to the homeowner if the BBQ area is not clean.
 - i. If any BBQ is left "on" upon exit from the area, a \$100 fine can be assessed and the homeowner can be barred from using the BBQ area up to a year. Any damage to the BBQ's will be charged to the homeowner.
4. Trash Removal – All trash must be placed in the dumpster in the parking lot. Please include replacement trash bags in your BBQ use supplies. DO NOT drag any bags containing food or liquids over the concrete areas including sidewalks. Cleanup of the resulting stains will require the HOA to pay extra cleaning and possibly pressure washer fees.
5. Key fob usage will be monitored regularly in this area. If there is a question of who used the area, the last "logged" key fob into the BBQ area will be suspect.

D. COMMUNITY PARK

1. Park hours are 6:00 am – 10:00 pm.
2. Owners and guests use the parks at their own risk.

3. The park areas may not be reserved except for JP Ranch HOA sponsored events.
4. The park areas are for the use of JP Ranch HOA Owners and their guests. Guests must be accompanied by a Owner at all times. Owners shall be responsible for the conduct of their guests.
5. The park may not be used for commercial purposes other than those endorsed by the JP Ranch HOA.
6. A private event of no more than 50 guests may be held, provided the resident sponsors are courteous to the neighbors and control noise.
7. Owners hosting an event shall be completely responsible for his/her own set-up and clean-up. All clean-up shall be completed prior to leaving the area.
8. Parking: There is no parking provided specifically for the park. Please respect owners living near the park and do not park in front of residences. There is parking at the clubhouse and on the back side of the park along Pinehurst Dr. and Colonial Dr. with park access via the path.
9. Park paths are exclusively walking/running paths. Strollers and wheelchairs are allowed.
10. Bicycles, skate boards, rollerblades and motorized equipment (e.g. scooters) are only permitted on paved surfaces.
11. Stay off of mulched areas.
12. Public broadcasting (i.e. a DJ) is prohibited at all times.
13. Waterslides or temporary pools are not permitted.
14. Smoking and alcoholic beverages are not allowed.
15. Fire pits and barbecues, other than those which may be provided by the HOA, are prohibited.
16. Residents who procure a bounce house must name the JP Ranch Maintenance Corporation and the management company as additional insured by endorsement to their homeowner's policy and the bounce house company's policy. Copies of such endorsements shall be provided to the HOA before any bounce house is placed.
17. All dog owners must obey the City of Calimesa's Leash Law that requires dogs that are not on their own property be on a 6 foot or shorter leash held by a person who can completely control the dog at all times. Calimesa Municipal Code states that it is unlawful to leave your pet's feces on any public or private property that is not owned by you. Violation of this law is punishable by a city imposed fine.
18. Use of the JP Ranch HOA property shall be subject to the provisions of the Governing Documents and the Rules and Regulations and to any limitations imposed by any other corporation documents.
19. JP Ranch HOA reserves the right to change these rules should it become necessary.
20. JP Ranch HOA reserves the right to close the facility for maintenance and repairs.

E. DOG PARK

1. Use at your own risk; JP Ranch HOA is not responsible for injury or illness to dogs or users of the dog park.
2. Park is open from 6:00 am until 10:00 pm.

3. Owners must abide by the City of Calimesa Leash Law that requires dogs that are not on their own property be on a 6 foot or shorter leash held by a person who can completely control the dog at all times when entering or leaving the dog park.
4. Dogs must wear a collar.
5. Responsible person must carry a leash and closely supervise their dog(s) at all times.
6. Children under 12 years must be accompanied by a responsible adult.
7. Maximum of 2 dogs per person.
8. Dogs that are aggressive, in heat or sick are not allowed.
9. All dogs must have current vaccinations and license.
10. It is required that all dog feces, both in and out of the dog park, be picked-up and disposed of in the receptacles provided. Failure to do so is a violation of the Calimesa Municipal Code and is punishable by a city imposed fine.
11. Dog owners are liable for injuries or damage caused by their dogs.
12. Dog owner must repair any damage caused by digging.
13. No strollers, carriages, bicycles or children's toys are allowed in the dog park.
14. No smoking, alcoholic beverages, food or dog treats are allowed.
15. JP Ranch HOA Maintenance Corporation reserves the right to change these rules should it become necessary.
16. JP Ranch HOA Maintenance Corporation reserves the right to close the facility for maintenance and repairs.

The following are items of advice from dog park managers gleaned from the internet. These are considered advisable practices to keep the dog park a safe environment for all types of dogs and their owners.

Do not bring infants or small children into the dog park. Small children, especially running children, may be regarded as prey animals by strange dogs. Dogs may also feel the urge to protect children they know. This tends to cause aggressive behavior.

Do not groom pets inside the park. This can produce loose hair which can soil the dog park.

Know your dog – do not bring him/her to the park if their personality is not suited to interactions with a variety of dog personalities.

Pay Attention! The dog park is not a relaxing place for responsible dog owners. Do not get distracted by your phone or chatting with others. Be ready to step in and assert your authority whenever there is anxiety or tension and keep the leash handy.

Always be in control of your dog. Your dogs should be under strong voice command. Training for this should take place at home – not at the dog park.

Always be ready to go. If you sense that a situation is evolving, just leave.

Never fight with other dog owners. No matter what happens between the dogs, keep your cool.

Common courtesy goes a long ways.

IV. ENFORCEMENT PROCESS

The Board of Directors has the power to enforce the restrictions in the JP Ranch Governing Documents. The Board will hold hearings when enforcement measures must be taken. The Board shall be the sole and final arbitrator of the interpretation and enforcement of the Operating Standards.

Any complaint that is an alleged violation of the Governing Documents will be processed according to the procedure outlined herein. For more serious violations, JP Ranch HOA may, in its sole discretion, accelerate the following process or, when appropriate and necessary, immediately pursue legal action to remedy a violation.

- A. Initiate a discussion with your neighbor. This is the first step in this process.
- B. If you find you are unsuccessful in handling this situation with your neighbor, contact Management to review the matter. Anonymous complaints or complaints reported without a completed Notice of Complaint form will not be accepted.
- C. When two or more Owners file a Notice of Complaint, JP Ranch will take the following steps:
 - **First sighting (or receipt of a completed Notice of Complaint form with two or more residents signatures)** - First violation letter
 - **Second sighting (or receipt of a second completed Notice of Complaint form with two or more residents signatures)** - Second violation letter - invitation to a first Enforcement hearing
 - **Non-compliance after first hearing (or receipt of another completed Notice of Complaint form with two or more residents signatures)** – First fine and invite to a second Enforcement hearing (must be at least 21-days from the date of the first Enforcement hearing)
 - **Non-compliance after second hearing (or receipt of another completed Notice of Complaint form with two or more residents signatures)** – Second fine and invite to a third Enforcement hearing (must be at least 21-days from the date of the second Enforcement hearing)
 - **Non-compliance after third hearing (or receipt of another completed Notice of Complaint form with two or more residents signatures)** – Third fine and a continuing enforcement according to violation. Continuing enforcement may include:
 - ❖ Subsequent fines based on the impact to the community.
 - ❖ Forward to attorney for further enforcement.
 - ❖ Enter upon Owner's Lot to remove the violation, make the necessary repairs, or improve the Lot to meet the minimum JP Ranch HOA standards or perform maintenance, which is the responsibility of the Owner, with all costs or expenses paid by the Owner.
 - ❖ Seek remedy by use of alternative dispute resolution such as mediation or arbitration.
 - ❖ Suspend or condition the Owner's right to use any recreation facilities that JP Ranch HOA owns, after Notice and Hearing.
 - ❖ Suspend the Owner's voting privileges as a Owner.
 - ❖ A combination thereof.

Following a noticed hearing and an opportunity to be heard, Owners who have violated the Governing Documents or the Rules and Regulations on a continuing or frequent basis and/or are 90 days or more delinquent in the payment of their Assessment account, as hereinafter defined, may be restricted from Owner privileges, including but not limited to the following, until their account balance is paid in full and kept current:

- Deactivation of all Owner facility key fobs,
- Deactivation of all Owner transponders,
- Suspension of JP Ranch HOA privileges,
- Suspension of use of any JP Ranch HOA amenities and/or provided services, and
- Suspension of reservation privileges and cancellation of existing reservations made for a clubhouse facility, or reserved areas.

An Owner's JP Ranch HOA account includes, but is not limited to: periodic assessments, fines, reimbursements, charge backs, interest and/or late charges.

JP RANCH HOA
FINE SCHEDULE

LEVELS OF FINE PROGRESSION

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

VIOLATION FINE & CONTINUING ENFORCEMENT GUIDELINE

Level 1

- ~~Basketball Backboards~~
- Improperly stored portable sports goals/games
- Unsightly Items
- Landscape Maintenance (varies with size of area and impact)
- Signs
- Unapproved Improvement (varies with impact)
- Garage Usage
- Nuisance (varies with impact)
- Parking Guideline Violation

Level 2

- Home Maintenance (varies with impact)
- Vehicle Repairs
- Window Coverings
- Holiday Lighting and Decor

Level 3

- Business conducted from Residence (varies with impact)
- Temporary Structures (varies with size and impact)
- Front Yard Landscaping - 9 month deadline
- Prohibited Vehicles, Trailers, Boats (etc.)
- Non-Submittal of Plans

If a violation is cleared and it re-occurs within six months, the offending homeowner will be invited to the next hearing rather than restarting the process. Management has been given the right to grant verbal extensions of up to two weeks if only one violation letter has been sent to the homeowner (all verbal extensions will be documented in the homeowner's file by Management).

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

JP RANCH

NOTICE OF COMPLAINT

There must be at least two Owners representing two Residences of the JP Ranch HOA to pursue violations that cannot be viewed during an inspection of the community (i.e., barking dog, noise nuisance, garage storage, etc.). If the violation can be seen, please take a photo and include time and date it was taken. Please be as specific as possible to allow The Board to expedite the process in a timely manner. All alleged violations would be evaluated to ensure they are considered an infraction as defined by the JP Ranch Maintenance Corporation Governing Documents.

REPORT FILED BY:

Name: _____

Name: _____

Address: _____

Address: _____

Phone: _____ **Date:** _____

Phone: _____ **Date:** _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Address: _____

Address: _____

Phone: _____ **Date:** _____

Phone: _____ **Date:** _____

Signature: _____

Signature: _____

VIOLATION INFORMATION:

Name: _____ **Address:** _____
(Alleged Violator's Name)

Description of alleged violation: _____

(If additional space is needed, please use reverse side of form.)

Dates and times alleged violation occurs? _____

How often does the alleged violation occur? _____

PLEASE SCAN AND EMAIL THIS FORM OR MAIL TO
THE MANAGEMENT COMPANY