

MORENO VALLEY RANCH COMMUNITY ASSOCIATION A PLANNED COMMUNITY



MEMBERSHIP INFORMATION

The Moreno Valley Ranch Community Association offers many advantages to the home buyer. In order to protect and preserve these benefits, however, certain limitations and restrictions are placed on members of the Association.

Moreno Valley Ranch Community Association is a California non-profit corporation consisting of those owners of homes within the ultimate boundaries of Moreno Valley Ranch.

The purpose of the Moreno Valley Ranch Community Association is to ensure that the common area amenities will be maintained in an attractive manner and will be available for the enjoyment of all residents. Your automatic membership in the Association provides a membership base to share in the future costs of operating the facilities.

The attached rules, regulations and policies have been developed with consideration given to providing each resident with the greatest enjoyment of the facilities without infringing upon other residents and their rights to quiet enjoyment of their homes and community.

Although these rules and regulations support the CC&R's, they do not cover the entirety of the document. Please be sure to read the CC&R's carefully.

MORENO VALLEY RANCH COMMUNITY ASSOCIATION FREQUENTLY ASKED QUESTIONS

1. What is Moreno Valley Ranch Community Association and what does it do?

Moreno Valley Ranch Community Association is a Non-Profit Mutual California Corporation. Its purpose is to enhance the long term value and integrity of the community and provide a vehicle for managing and maintaining the recreation facility. The organization is financially supported by all owners of the Moreno Valley Ranch membership. This membership is mandatory and occurs automatically. (For additional information, refer to the Moreno Valley Ranch Articles of Incorporation.)

2. Who is the management company? What do they do and how do I reach them?

The management company, selected and hired by the Board of Directors, is The Avalon Management Group, Inc. Avalon is responsible for implementing the policies established by the Moreno Valley Ranch Board of Directors. Avalon can be reached at:

**Moreno Valley Ranch
Community Association**
16010 Rancho Del Lago
Moreno Valley, CA 92551
(951) 485-2020
(951) 485-2022 FAX

**The Avalon Management
Group, Inc.**

31608 Railroad Canyon Road
Canyon Lake, CA 92587
(951) 244-0048
www.AvalonWeb.com

3. What architectural changes require architectural approval and how do I begin the submittal process?

All exterior changes or modifications (i.e., landscape, building or structural) require Architectural approval. Architectural approval is made by the Architectural Committee who meets on the first and third Tuesday of each month. All plans to be reviewed at these meetings must be received by the Monday prior to each meeting.

These plans should be submitted to the Architectural Administrator's office located at the clubhouse. Plans can be dropped off personally or mailed to the clubhouse, **16010 Rancho Del Lago, Moreno Valley, CA 92551.**

A \$15.00 application fee is required for applications on a once a year basis, i.e. you will be charged the \$15.00 only one time a year regardless of the number of times you submit throughout the same year. Please make your check payable to MVRCA. It is important that submittals are fully complete as only complete submittals will be reviewed by the Architectural Committee. A complete submittal includes:

- Drawings or plans noting all specifications of improvement (1 copy).
- Completed Home Improvement application.
- Completed Neighbor Notification.
- A \$15.00 application fee.

Home Improvement forms and Neighbor Notification forms are included in the Moreno Valley Ranch Architectural Guidelines section. It is recommended that the Architectural Guidelines be reviewed prior to submitting for architectural approval.

4. When will I receive my assessment bill and when is it due?

Assessments are due on the first of each month and is considered delinquent if payment is not received by the 15th day of the month in which it was due.

5. Is there a late fee assessed to my account if my payment is not received or is received late?

Yes, there is a \$10.00 late fee applied on the 15th day of the month that your assessment was due. * Becoming at least 90 days or more delinquent with your assessment payment, which includes late fees, interest and all other fees associated with delinquencies is in direct violation of the governing CC&R's, a copy of which you received during your escrow closing. The Board of Directors may determine to suspend your common area privileges, which includes the use of the recreation facility, clubhouse rental and any events held by the ssociation.*

6. What are my assessment dues used for?

Each homeowner pays a monthly assessment. This assessment pays for the maintenance and operation of the recreation facilities and amenities. The assessment is currently \$50.00 per unit per month. The association's budget will be reviewed each year by the Board of Directors, and the assessment may fluctuate depending on the needs of the association. Due to possible changes in the budget, please check with Avalon Management regarding the current amount.

7. Can I have my assessment automatically deducted from my bank account?

Yes. As a member of an Avalon-supported community, the board of directors of your community association is pleased to offer you the opportunity to pay your regular association assessment fees using Avalon's Auto Bill Pay Service. The service is free to all members and will allow you to have your community assessments automatically deducted from your checking account by electronic funds transfer. **Please see the office management for the Auto Bill Pay form.**

RECREATION FACILITIES

1. What amenities does the recreation facility include?

The recreation facility for Moreno Valley Ranch is called Rancho Del Lago (R.D.L.). R.D.L. is located on the corner of Iris and Rancho Del Lago Drive. The amenities include swimming pool, spa, clubhouse, basketball, volleyball, seasonal fishing and paddleboat rentals, picnic and playground equipment, exercise room and aerobics. The phone number for Rancho Del Lago is 951/485-2020.

2. How do I obtain my card key for the recreation facilities?

Each owner must present proof of ownership, which includes either the Recorded Grant Deed or the Final Closing Escrow Statement, to a staff person at the clubhouse. The Association issues Member Identification to each person over fourteen (14) years of age for each home. This identification consists of a photo I.D. card key (which also serves as a gate opener), which is numbered according to the person it is assigned to. All members over fourteen years of age are required to have a Moreno Valley Ranch Community Association I.D. in their possession while using any Association facility. Homeowners must sign a Tenant Registration Form in order for their Renters to receive a key card. (See Policies and Guidelines for further information regarding tenant registration.)

Photo IDs and orientations can be obtained daily between the hours of 9:00 A.M. and 4:00 P.M. Monday through Friday; 9:00 A.M. – 3:00 P.M. on Saturday. Special times can be arranged upon request.

3. What are the procedures regarding guests and children?

Children under the age of fourteen (14) must be accompanied by a responsible person who shall not be younger than eighteen (18) years of age. Guest passes are required in the summer time only. Each Association household (lot) is permitted to bring a maximum of 5 guests per day to the pool recreational facilities. Children between the ages of fourteen (14) and seventeen (17) will not be allowed to bring guests without an adult present.

Each Association household (lot) is permitted to bring ten (10) guests within a given time to the picnic area with no additional charge. A MAXIMUM of thirty (30) guests will be allowed in THESE AREAS ONLY. However, guests 11 - 30 are subject to a \$40.00 per picnic deposit to ensure that the park is left neat and clean. Picnic guests are not allowed the use of the pool, spa, boats or exercise room.

4. Are there special rules or guidelines I need to know about before using any of the facilities?

Yes. These are known as the Moreno Valley Ranch Rules and Regulations. An index is provided at the front of the Rules and Regulations for easy identification of specific information.

5. If I decide to rent out my home, after the required ownership period as stated in the CC&R's, are my tenants allowed to have access to the facility?

That is up to each individual homeowner. If the homeowner would like for their tenants to have access to the facility, then they would need to come into the Association office to fill out a tenant registration form. Homeowners who have taken out cards for their household would be required to turn their cards in before the tenants would be issued cards. Only one household per property would be issued cards.

Homeowners are the only persons that are allowed to fill out the registration form and authorize cards. In addition to the tenant registration forms, the Association account balance would need to be current as well as all outstanding cards would have to be turned in or paid for.

MORENO VALLEY RANCH COMMUNITY ASSOCIATION
NOTICE TO MEMBERS OF 10TH AMENDMENT TO CC&Rs

This Amendment adds Article XIII to the CC&Rs, relating to owner occupancy and renting/ leasing of a residence, as well as amends and revises Articles III and VI of the CC&Rs. The following are some of the provisions that will now apply to owner occupancy and rental/lease agreements:

1. An “Owner Occupied” Lot shall mean a residential lot whose occupants include residents who hold title in fee to no less than 50% of the legal and beneficial interest in a Lot (Article XIII, 13.1 (A));
2. Upon transfer of a Lot to any new Owner, Lots must be Owner Occupied for at least the first 12 months after title transfer. (Article. XIII, 13.2 (a));
3. No Owner may lease his or her Lot (subject to certain exceptions) during the Owner Occupancy period (first 12 months of ownership) (Article XIII, 13.2 (b));
4. Lots currently leased as of the date of recording (September 29, 2010) shall be permitted to continue renting or leasing until such time as title is transferred. Upon transfer of title, such lots shall be subject to the Owner Occupied requirements (Article XIII< 13.6));
5. No Lot may shall be leased for a term less than 12 months or more than 2 years and leases must be for the entire Lot (Article XIII, 13.3)

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MORENO VALLEY RANCH

RECREATION FACILITIES

POLICIES AND GUIDELINES



MORENO VALLEY RANCH RECREATION FACILITIES POLICIES AND GUIDELINES

Congratulations on your purchase of property in Moreno Valley Ranch. As a resident you are entitled to a Photo Identification Card, which allows you access to the recreation facilities. These facilities include, volleyball and basketball courts, lake with boat rentals, fishing, and access to pools, spa, picnic/barbecue area, exercise room and aerobic classes.

The facility hours are from 4:00 AM to 10:00 PM, 7 days per week.

Your Photo Identification Card will open the main gate to the parking lot of the clubhouse as well as the walk-in gate at the entrance. Please carry your Photo Identification Card and key at all times during use of the facilities and present it upon request of any facility staff member.

The Photo Identification Card may be used by ONLY the registered resident of the household to which it was assigned. Allowing other family members or friends to utilize your card without your presence is NOT PERMITTED (See Moreno Valley Ranch Policies and Guidelines.)

Reminder: A NON-REFUNDABLE \$15.00 fee is charged to replace a lost or stolen Photo Identification Card. Stolen Identification Cards will be re-issued for no fee only if a copy of a police report is obtained and presented to the on-site staff at the Moreno Valley Ranch facility.

Guests are permitted to attend all facilities only with residents. A maximum of five (5) guests, per household, are allowed to use these facilities at any one time with special guidelines during summer months. Resident must accompany their guests at all times and is responsible for guest's behavior and compliance with Policies and Guidelines.

The Moreno Valley Ranch Recreation Facility has paddleboats and fishing boats for rent. Boats are rented to residents with PHOTO IDENTIFICATION CARD ONLY. Those renting boats must be at least 16 years of age, and those using fishing boats must have fishing gear. Please read the Policies and Guidelines regarding boat usages. Boat rental times vary throughout the year; during the "summer" season boats are available from 8:30 AM until 6:30 P.M., with the last boat being rented at 5:30 PM. During the "winter" season, boats are on a more limited basis, as the staff is more limited.

We hope that you will enjoy using the Moreno Valley Ranch Facilities. Please help us keep the facilities looking their best by following the Policies and Guidelines. Also, do not hesitate to report any incidents or damages that you may notice at the facilities or within your neighborhood. You may contact us at the clubhouse (951) 485-2020 or at Avalon Management Group, Inc. at (951)244-0048.

Please remember to close the gate tightly behind you as you enter and exit. Do not admit others who are not in your party as they may not be residents of Moreno Valley Ranch.

MVRCA RECREATION FACILITIES POLICIES AND GUIDELINES CONTINUED

- * No GLASS containers or portable barbecues of any kind are allowed anywhere in the facility.
- * Fishing is permitted along the lake, in the grassy area and along the lake walkway only. Fishing is not permitted from the recreation facility boat docks or ramp.
- * Bicycles, skateboards, and skates are not permitted in the area surrounding the pool. Bicycles should be secured outside the clubhouse, in the bike racks. Moreno Valley Ranch is not responsible for lost or stolen property.
- * Pets are NOT permitted in the recreation facility without the express permission of the on-site staff.
- * No alcohol shall be permitted in any area of the recreational facility with the exception of the far side of the park and the clubhouse during an approved rented event with insurance coverage provided by the hosting homeowner.

MEMBER IDENTIFICATION

1. The current occupant(s) of the property must be registered with the Moreno Valley Ranch Community Association at all times. It is the obligation of the Legal owner to complete all appropriate forms and provide the necessary information required.
2. The Association issues a Member Identification Card to each person over fourteen (14) years of age for each home. This identification consists of a photo I.D. proximity card which will allow you access into the facility. Proximity Cards are numbered according to the person it is assigned to .The first two (2) proximity cards issued for each property are free; thereafter, **each proximity card costs a \$15.00 issuance fee.**
3. All members fourteen (14) years of age and over are required to have a Moreno Valley Ranch Community Association I.D. in their possession while using any Association facility area. Member I.D. must be presented upon request by any Association official. If the member is not in possession of their proximity card, they must be with an adult member (18 or older) who is in possession of theirs.
4. Children under the age of fourteen (14) must be accompanied by an adult member who shall not be younger than eighteen (18).
5. After 8:00PM, all members under the age of eighteen (18), must be accompanied by an adult member at least eighteen years of age, or leave the recreation facility. (Adopted 9/8/98.)
6. Guests and members without their proximity cards must be accompanied by a member who is in possession of their proximity cards and is in good standing. **Homeowners are not permitted to leave their guest unattended at any time.**
7. Member identification may be used ONLY by the registered member(s) of the home to which it was assigned.
8. THERE IS TO BE NO UNAUTHORIZED TRANSFERRING OF PROXIMITY CARDS TO ANY OTHER PERSONS AT ANY TIME. Members involved in the transfer of member identification proximity cards are subject to immediate forfeiture of the member identification, suspension of Association and recreation common area privileges for a period of thirty (30) days, and/or assessment (fine) for each occurrence.
9. All member/residents must adhere to all forms signed upon issuance of the Member identification, and any revisions adopted by the board will supersede all previously signed forms.
10. If the member identification is lost or stolen, members will be subject to the lost identification Rules, Regulations and Procedures prior to any further issuance of identification.

NOTE: Members will not be permitted to enter facilities without their member ID card.

TENANT REGISTRATION

(Applies to homes that are grandfathered in before the 9/29/2010 Tenth Amendment CC&R Recording)

1. The homeowner shall have the responsibility to acquaint their tenants and guests with all Rules and Regulations of the Association.
2. For the purpose of the Rules and Regulations a tenant shall be defined as anyone in possession of a member's unit in exchange for any sort of consideration, or at the sufferance of the homeowners.
3. Tenant Registration Forms must be completed by the **HOMEOWNER ONLY**. Property managers, management companies, and/or relatives acting on behalf of the homeowner are not permitted to complete the tenant registration for the homeowner. Tenant registration forms will be given to homeowners via email, fax or can be obtained in person at the clubhouse.
4. All tenants will be charged \$15.00 for the issuance of a Moreno Valley Ranch Association card.
5. Homeowner's must report all occupants of the home on the tenant registration form and specify those occupants for whom they are authorizing cards.
6. Tenants are not permitted to add additional residents to the tenant registration form. Additional residents added to the Tenant Registration Form can only be added by the homeowner and will need to provide the association with a new lease agreement showing the new resident as an occupant of the property.
7. Violations will be assessed against the member even though the infraction was committed by a tenant or guest.

RETURN OF MEMBER IDENTIFICATION PROXIMITY CARDS

1. All Member Identification must be returned, and in the Association's possession immediately upon the transfer of a unit or upon entering into any lease agreement with a tenant-occupants(s). **All owners are responsible for returning all proximity cards issued to their tenants upon eviction, termination of lease or completion of a lease agreement.**
2. The legal owner of the home is responsible for the return of ALL MEMBER IDENTIFICATION item(s) to the Association.
3. Legal owner(s) and/or subsequent assignees will NOT be eligible for Member Identification until ALL previously issued items are returned.
4. Failure to return Member Identification, or to properly notify the Association of the loss and pay applicable fees prior to move out, for any Member Identification, will result in a \$35.00 charge for each outstanding item. The charge will be levied against the property and no Member Identification will be issued until the charge is paid.

Pool, Spa & Wader Rules
Moreno Valley Ranch Community Association

- No children under the age of fourteen (14) will be allowed in the spa. Children under the age of fourteen (14) must be accompanied by an adult Association Member when using the pool.
- Conduct by a Member or guest who deprives any other Member use of the pool, spa and/or wader shall not be allowed.
- No soap/bath oils etc. are allowed in the pools. Showering is required prior to using the pools. Showers are to be used for rinsing only. The use of bars soaps, shampoos or creams, etc. are not allowed in the showers.
- Food is allowed in the covered patio areas only.
- Radio/stereo noise is to be kept at a level not to bother any other Members.
- The use of foul language will **NOT** be tolerated. Horseplay, running or other dangerous activities are not allowed in the pools or surrounding areas.
- Diving is **NOT** permitted in any of the pools. California State Law prohibits diving in pools less than 6 ft. in depth. Jumping into the pool feet first is permitted in the wader and large pool only, provided the person is facing the pool. Backward jumping and flips into the pool are not permitted.
- Smoking is allowed in designated areas only. Smoking is prohibited in all pools.
- Proper swimming attire must be worn at all times while using the pool, spa and wader.
Bathers must wear a **SWIMSUIT or SWIM TRUNKS/BOARD SHORTS only**. Colored tee-shirts, basketball/gym shorts, jeans shorts/cutoffs, undergarments and any other type of street clothes **WILL NOT BE ALLOWED**.
- U.S. Coast Guard approved life jackets are the only floatation devices allowed in the pool. The use of air filled rings, floats or water wings is allowed **ONLY** in the wader pool under adult supervision.
- Inflatable rafts, pool toys and balls are not permitted in the pool, spa or wader.

Fishing & Boating Rules

Moreno Valley Ranch Community Association

- Fishing/Paddle Boats will be available to rent during the Summer Season only. Rental hours are 8:30am – 6:30pm, with the last boat going out at 5:30pm.
- Fishing Boats can be rented for a period of no longer than three (3) hours at one time. Paddle Boats can be rented for a period of no longer than one (1) hour at a time. Consecutive period rentals are only permitted when no one is waiting to rent a boat.
- Boats are rented on a first-come basis. Boats cannot be reserved.
- Fishing/Paddle Boats are available to Members in good standing. Members must be at least sixteen (16) to rent a boat. Anyone under the age of sixteen (16) must be accompanied by an adult Member. Member that is renting the boat must be in the boat during the rental period.
- No more than three (3) persons or 415 pounds (persons and gear) are permitted in a fishing boat at any one time. No more than four (4) persons or 900 pounds are permitted in a paddle boat at any one time.
- A valid Association I.D. must be presented and will be held while the boat is being rented. The I.D. card will be returned upon the return of the undamaged rented boat.
- The beaching of boats is not permitted. Exiting boats in any area other than the Association dock is prohibited.
- Fishing is permitted with no more than one (1) pole per person, with no more than two (2) hooks per line.
- The daily creel limit per person per day is any combination of fish equaling four (4). Minimum size requirement: 12”.
- The only types of bait permitted are: red worms, nightcrawlers, meal worms, terrestrial insects, salmon eggs, marshmallows and catfish stink bait.

THANK YOU FOR YOUR COOPERATION!

Gym Rules

Moreno Valley Ranch Community Association

- Gym hours are: 4am – 10pm, seven day a week.
- Gym is closed daily between 9am – 9:30am, for cleaning.
- No one under the age of fourteen (14) is permitted in the gym at any time.
- Appropriate exercise attire is mandatory.
Shirts and rubber soled shoes are to be worn at all times.
- There is no exercise instructor at the facility.
Use of the equipment is at your risk.
- Use of the equipment is on a first-come basis.
- Only one (1) treadmill clip will be issued per Association Member with an I.D. card.
- When there are Members waiting to use the cardiovascular equipment, use of the equipment is limited to 20 minutes. Once done with treadmill clips, please turn them back in before using any other equipment.
- Guests must be accompanied by an adult Association Member. A Member can have no more than two (2) guests using the gym at the same time.
- Each Member is required to bring their own towel to use to wipe down equipment after use.
- Portable stereos are not permitted in the gym. However, headphones with personal stereos are permitted.
- All participants using the weight machines must have complete control of the amount of weight they are using. The “slamming down” of weight is prohibited.

GUEST POLICY

1. POOL AND COURTYARD AREAS

Each association household (lot) is permitted to bring a MAXIMUM of five (5) guests per day to the Moreno Valley Ranch Community Association recreation facilities, providing that the member is over the age of 18 years and in possession of the proper identification.

Guests must be in the company of their sponsoring homeowner. The homeowner may not bring the guest into the facility and then leave. If the homeowner needs to leave the facility for any reason, their guest(s) must leave the facility with them.

2. PICNIC AND ADJACENT AREAS

Each association household (lot) is permitted to bring ten (10) guests at any given time to the picnic area with no additional charge. There will be a deposit of \$40.00 for any parties over 10 with A MAXIMUM of thirty (30) guests that will be allowed in THE PICNIC AREAS ONLY (no access to boating). There will be NO POOL ACCESS allowed.

3. SUMMER MONTHS

During the months of June, July and August, each household is permitted to bring a MAXIMUM of fifteen (15) guests per month to the Moreno Valley Community Association recreation facilities. No more than five (5) guest(s) will be allowed per day providing that the member is in good standing with all association accounts, at least eighteen (18) years of age, in possession of the proper identification (MVRCA proximity card) and is in possession of the MVRCA guest card.

MVRCA guest cards will be numbered from 1-15. Guests may be brought in one at a time or in any numerical amount not to exceed five (5) guests per day. Once the homeowner has used all fifteen (15) spaces, they will not be allowed any further guests until the first day of the following month, which they will begin using a new card. **The cards may not be saved in order to admit a larger number of guests at a later time.**

4. SUMMER MONTHS WEEKEND POLICY

During the months of June, July, August and September members are not allowed to bring guests to the pool and spa facility on weekends due to overcrowding.

Members 18 and older who are in good standing and in possession of their household guest cards are allowed to bring in guests Monday – Friday ONLY during the months of June-September.

POOL AND SPA POLICIES & GUIDELINES

- 1. Admittance into the facility without proper identification is not permitted. Residents without identification will be asked to leave the facility.**
2. No children under the age of 14 years will be allowed in the spa. Children under the age of 14 must be accompanied by an adult member when using the pool.
3. Conduct by an owner or occupant that deprives any other owner or occupant use of the pool, spa or common area shall not be allowed. The use of foul language will not be tolerated. Infractions may result in expulsion from the facility and temporary restriction.
4. No soap/bath oils etc. allowed in pools or spa. Showering is required prior to using the pools. Showers are to be used for rinsing only. The use of bar soaps, shampoos or cream rinse, etc are not allowed in the shower.
5. No alcoholic beverages in the recreation facility at any time. Food is allowed in the cabana areas only. No refreshments, gum or edibles will be allowed in the pools or spa areas.
6. Radio/stereo noise is to be kept at a level not to annoy any other persons using the recreation facilities or living in the surrounding units.
7. No horseplay, running or other dangerous activities are allowed in the pools or surrounding area.
8. Diving is NOT permitted in any of the pools. California State law prohibits diving in pools less than six (6) ft. in depth. Jumping into the pool feet first is permitted in the wader and large pool only, provided the person is facing the pool. Backward jumping and flips into the pool are not permitted.
9. Smoking is allowed in designated areas only. Smoking is prohibited in all pools. Please dispose of cigarette butts in the proper containers.
10. Toys under 12 inches in length are not allowed in the wader or pool. Small items tend to get lodged in the filtering system and prohibit proper mechanical functioning. Metal items or objects with sharp edges are also prohibited.
11. The use of toys under 2 feet in length and greater than 12 inches, and the use of air filled balls are allowed in the large pool under the discretion of management depending upon pool conditions. Inflatable rafts, pool toys and hard/rubber balls are not permitted in the pool, spa or wader.
12. No pitching of metal coins in the pools. The use of diving rings is permitted at the discretion of the staff, and depending upon pool conditions.

13. All flotation devices to be used in the large pool must be United States Coast Guard approved, (for example: a life jacket). The use of air filled rings, floats or water wings is allowed ONLY in the wader pool under adult supervision. The use of “lap swimming kick boards” is allowed in the large pool for the purpose of practicing kicking or during swimming lessons. Exceptions may be made for handicap persons.
14. Staff and security have the absolute authority in the pool area in matters pertaining to facility usage. No one is permitted in the staff chair except for the monitor on duty. All monitors are required to be in uniform and must carry a whistle at all times in order to be easily identified.
15. Persons afflicted with infectious disease or suffering from a cold, cough, fever, sores, or wearing bandages shall be excluded from the use of pools and spa.
16. **All swimmers must wear proper swimming attire. This means bathing suits or swim shorts/board shorts. Thong bathing suits are not allowed. Solid white T-shirts only are acceptable. Cut-offs of any kind, basketball shorts, colored T-shirts and any other non swimming attire are not allowed in the pool. If you do not have on proper swimming attire you will not be allowed in the pool, wader or spa.**
17. Infants and toddlers must wear swim diapers at all times while in the water.
18. All guest must be accompanied by a registered homeowner or tenant. Refer to section about specific guest policy for pool use and picnic use.
19. The Facility Director or any other staff member of the Ranch may suspend from use of the facility any person violating the above rules or whose conduct is jeopardizing the safety or pleasure of others. Please refer to penalty and expulsion procedures. It is up to the discretion of the staff to rule on any situation not covered in these general rules.

PENALTY AND EXPULSION PROCEDURE

The Moreno Valley Ranch Board of Directors and employees of Merit Property Management, Inc. have established rules that help to protect the residents and ensure courtesy to all that use the facility. A uniform code of action has been developed to help with enforcing these rules.

FOR MINOR INFRACTIONS....such as running, horseplay, spitting, diving or any dangerous activity that is prohibited by the staff on duty.

1st Offense: 5 minutes out of pool, sitting down. Alternate punishment for running is to walk the deck and count the “Do Not Run” signs.

2nd Offense: 30 minutes out of pool, sitting down.

3rd Offense: Suspend from pool for the rest of the day. The member’s home can also be phoned to inform them of action. The member’s identification card may also be taken away for the day.

If violations continue to happen on succeeding days, the next step is to dismiss the member from the pool for three (3) days and a letter will be mailed to his/her residence by the office stating why the member was sent home. If repeated action continues, suspend for one (1) month. If none of the warnings are heeded, the resident will be expelled for the rest of the summer with a letter of explanation to the residence as to why this action was taken.

FOR MAJOR INFRACTIONS: ...including fighting, foul language, vandalism, misuse of identification card or excess force towards on-site management or staff.

1st Offense: The resident is suspended for the remainder of the day and a phone call is made to the resident’s home if necessary.

2nd Offense: The resident is expelled for one (1) week with a letter being sent to the home explaining the circumstances.

3rd Offense: Toleration has been reached and the resident is expelled for the rest of the season with a final letter going home explaining the reason for the action. This action will be noted in their file.

PICNIC AREA RENTAL AGREEMENT

Each association household (lot) is permitted to bring ten (10) guests within a given time to the picnic area with no additional charge. A MAXIMUM of thirty (30) guests will be allowed in THE PICNIC AREAS ONLY. However, the party will be subject to a \$40.00 deposit fee for guests above ten (10) and through thirty (30) to ensure park clean up. **RESERVATION OF THE PARK AREA DOES NOT INCLUDE THE USE OF THE POOL OR BOATS FOR YOUR GUESTS. THIS INCLUDES A HOMEOWNER THAT MAY BE A GUEST AT THE PICNIC.**

DATE: _____

HOMEOWNER NAME: _____

ADDRESS: _____

PHONE # _____

CARD # _____

NUMBER OF GUESTS: _____ DEPOSIT PAID _____

Only three (3) Reservations of thirty (30) will be allowed per day.
Picnics of up to ten (10) guests – no charge

1. Eleven (11) through thirty (30) guests will require a deposit of \$40.00 to ensure park cleaning.
2. **I agree this is for the park areas only and will not include the use of the pool area or the paddle boats and fishing boats for any of my guests.**
3. I agree that between May 16th and September 8th, my guests must park outside of the gates and **I will be responsible for their entry to the picnic area.** This means meeting them at the walk through gate to let them in.
4. I agree any entertainment (i.e., bounce house, etc.) will require pre-approval with the office staff and a certificate of liability insurance naming Moreno Valley Ranch as additionally insured.
5. I agree that all trash will be put in the large dumpster container at the basketball area.
6. I agree that I am responsible for the conduct of all of my guests.
7. I agree that I know the policy that states, **NO PORTABLE BBQ's, GAS RANGES, AND PROPANE TANKS** are allowed in the facility and picnic area with the exception of BBQ's provided by the Association for an all Association function.
8. I agree that all children under the age of fourteen (14) in my party will be supervised at all times and will be escorted by an adult when using the facility restrooms.
9. I agree that at no time is alcohol allowed in the park areas, except on the far side of the park and I will notify my guests of this.

I understand, have read and agree to the Policies and Guidelines and the conditions of this rental contract and that if these rules are not followed I may be asked to terminate my event.

MORENO VALLEY RANCH COMMUNITY ASSOCIATION

CLUBHOUSE RULES AND REGULATIONS

(Revised 11/13/00 - effective 1/1/01)

1. The facilities are for the use of Moreno Valley Ranch members who are current with assessment dues. The use of the facilities may be restricted by the Board of Directors for violation of the Moreno Valley Ranch rules, delinquent assessments, or deliberate abuse of the recreational facilities or common areas. A resident may sponsor an event in the clubhouse for a guest but fees must be paid by the resident and resident must be in attendance at the function at all times.
2. Reservations may be made SIX (6) MONTHS prior to the party date. Reservations must be made in person, by the homeowner, at the clubhouse between the hours of 8:00AM and 7:30PM daily. If, by 9:00AM, there is more than one person waiting to rent the clubhouse for the same day, a drawing will be held to determine who will be the renter. Other than that instance, rentals will be on a first come, first served basis.
3. The facilities may not be used for commercial purposes other than those endorsed by the Moreno Valley Ranch or in which all members may participate. Products may not be sold in any recreational facility for the profit of any individual or commercial enterprise.
4. Scheduled events have precedence over non-scheduled (reserved) events in any Moreno Valley Ranch facility.
5. In accordance with the laws in the State of California, no one under the age of 21 shall be served an alcoholic beverage while on the premises. If alcoholic beverages are served at a function held in the facilities, no minors are to be present without parental permission and the member must hire, at no cost to the Moreno Valley Ranch Community Association, a professional, licensed, uniformed security guard to oversee the function for the duration of the function. All arrangements for a security guard will be made by the on-site staff and PAYMENT IS DUE AT THE TIME THE RESERVATION IS MADE. The fee is \$100.00 for a six hour period. ALL ALCOHOL MUST BE KEPT INSIDE THE CLUBHOUSE.
6. ANY EVENT WHICH IS HELD ON A WINTER HOLIDAY WILL ALSO REQUIRE AN ADDITIONAL SECURITY GUARD FOR COVERAGE REGARDLESS OF ALCOHOL BEING SERVED OR NOT. THE FEE IS \$75.00 FOR A SIX HOUR PERIOD. THEREFORE, IF ALCOHOL IS BEING SERVED AT A PARTY WHICH IS SCHEDULED ON A HOLIDAY, TWO SECURITY OFFICERS WILL BE HIRED.
7. The RESERVED FUNCTION SHALL CONCLUDE BY 12:00 MIDNIGHT with a one hour cleaning allowance.

8. The renter shall arrange for all pick-ups and deliveries (if any) to be made the day of the event. Arrangements for entrance into the facility is the responsibility of the resident. All outside furniture arrangements must be made in advance with a staff member. All outside furniture must be removed the same day of the event unless prior arrangements are made with the facility staff.
9. **The renter shall be completely responsible for his/her own set-up and clean-up as per signed contract. FOR ALL RENTALS, THE HOMEOWNER IS RESPONSIBLE FOR REMOVING ALL DECORATIONS, FOOD AND REFRESHMENTS, TRASH, ANY OUTSIDE FURNITURE, AND REPLACING THE CLUBHOUSE FURNITURE IN ITS ORIGINAL SETTING. IN ADDITION, THERE WILL BE A "MINIMUM" CHARGE OF \$100.00 FOR A JANITORIAL SERVICE TO CLEAN THE CLUBHOUSE,(HIRED BY THE STAFF) IF THE CLUBHOUSE IS LEFT DIRTY AND UN-CLEANED. \$100.00 WILL BE THE MINIMUM AMOUNT CHARGED WITH ADDITIONAL TAKEN FROM THE SECURITY DEPOSIT SHOULD THERE BE HEAVY CLEANING NEEDED.**
10. The renter hereby warrants that there will be no charge to his/her guests for admission, food, beverages, or entertainment on the premises.
11. Management reserves the right to close any of the facilities at any time in order to repair, clean, and maintain the amenities.
12. Functions must be held completely within the clubhouse due to high facility use by the residents. All guests of the clubhouse function will be asked to park on the outside streets on Saturday and Sunday.
13. All functions year round must be held entirely within the Clubhouse. At no time are party guests allowed to use the pool area, park and picnic areas or the lake.
14. Rentals **WILL NOT** be allowed to take place on the following holidays:

**NEW YEAR'S EVE
MEMORIAL DAY
THE FOURTH OF JULY
LABOR DAY
NEW YEARS DAY
CHRISTMAS EVE
CHRISTMAS DAY
THANKSGIVING DAY**

15. The maximum number of people allowed in the rental room based upon fire Regulations is 107.

16. In consideration to nearby residents, music and entertainment must be contained within the room at all times. An entertainment fee of \$50.00 is charged for a DJ or similar type of entertainment when electricity is used and the potential for a “more active” crowd exists (and possibly more damage). Hiring of the DJ etc. is solely the responsibility of the resident.
17. Rental use fee is as stated on contract. A security deposit is also required and collected at the time of booking .The Board of Directors determines if the deposit will be waived for any “all resident” functions. Payments are to be made to the Moreno Valley Ranch Community Association and must be in the form of check or money order only and in the name of the renter (member) only.
18. A “Certificate of Insurance” is required 30 days prior to the rental. **This 24 hour insurance binder is absolutely required at all alcohol related parties and at no additional cost to the Moreno Valley Ranch Community Association and names the association additionally insured for the duration of the function.**
19. No portable BBQ’s are allowed with exception of an all Association function.
20. The doors near the wader pool are to remain closed during rentals to help prevent water damage and accidents to the clubhouse.
21. Rentals are for a MAXIMUM of a six hour block of time with allowance for clean-up and set-up. Clean-up will be done the day/night of the function unless special arrangements have been made with the facility staff members.
22. No Smoking is allowed in the clubhouse.
23. Furniture may be rearranged, but removal from the clubhouse is not allowed. All furniture must be returned to original set up at completion of the rental.
24. Moreno Valley Ranch Community Association and/or Avalon Management Group, Inc. is not responsible for Lost or Stolen items.
25. A thorough inspection of the clubhouse room and furniture will be conducted by facility staff prior to and following the rental. A record of damages will be kept. **FOR HOLIDAY RENTALS, AN APPOINTMENT MUST BE MADE WITH THE ON-SITE STAFF FOR A WALK-THROUGH ON THE LAST BUSINESS DAY PRIOR TO THE HOLIDAY.**
26. **Residents may be charged for severe damage to the facility or its contents or for insufficient cleaning. The Facility Administrator will make recommendations to the Board of Directors, in writing as to the charges by using as a basis any repair costs which may be applicable. The current standard charge for carpet cleaning is:**

**\$200.00 for a partial cleaning
250.00 for a full cleaning.**

27. If no damages beyond normal wear and tear have occurred, the deposit check will be returned to the resident within one week of the function and with a standard form letter.
28. In the event that any of the regulations are violated, or inaccurate information is provided on the application, it is understood that Moreno Valley Ranch Community Association reserves the right to cancel the function at any time and to deduct any fees incurred by this violation from the homeowner's deposit check.
29. The Declarant reserves the right to use the facilities to enhance sales and provide community relation programs. Also facility usage is approved for Moreno Valley endorsed activities, (i.e. association meeting, holiday parties etc.)
- 30. Use of pool area is not included in the rental of the clubhouse.**
- 31. Renter must be in good financial standing regarding their association dues.**
- 32. Homeowners are held responsible for advising their guests of the rules. If homeowners or their guests are constantly breaking the rules and /or the party gets out of hand, the security staff and office staff have the right to shut the party down.**

RESERVATION REQUIREMENTS:

DUE

\$ 400.00 Refundable Security Deposit	AT TIME OF RESERVATION
\$ 200.00 Rental Fee	AT TIME OF RESERVATION
\$ 100.00 Security Guard Fee (ALCOHOL)	AT TIME OF RESERVATION
\$ 75.00 Security Guard Fee for Holidays	AT TIME OF RESERVATION
\$ 50.00 Entertainment Fee	AT TIME OF RESERVATION
Insurance Rider	30 DAYS PRIOR TO EVENT

****RESERVATIONS MUST BE CANCELED FOR HOLIDAY EVENTS 90 DAYS PRIOR TO THE DAY OF THE EVENT OR ALL FEES WILL BE FORFEITED.**

*****ANY RESERVATIONS CANCELLED TWO WEEKS OR LESS PRIOR TO THE EVENT WILL RESULT IN A \$200.00 CANCELLATION FEE.**

If you need any further information,
please contact the Moreno Valley Ranch on-site at
(951) 485-2020.

MORENO VALLEY RANCH COMMUNITY ASSOCIATION

FISHING POLICIES AND GUIDELINES

The lake is privately owned and stocked by Moreno Valley Ranch. Fishing is permitted only in accordance with the Policies and Guidelines of Moreno Valley Ranch.

1. Fishing is permitted with no more than one (1) pole per person, with no more than (2) hooks per line.
 - a. **The line shall be attended at all times.**
 - b. **Throw lines unattended are prohibited.**
2. The use of gigs, spears, explosives, firearms, air rifles, nets, traps, or bows and arrows are PROHIBITED. Netting or trapping minnows or mosquito fish is prohibited.
3. The daily creel limit per person per day is any combination of fish equaling four (4). When fish are undersize, return them to the lake immediately.
 - a. Minimum size requirement: 12"
 - b. When fish are under size, return them to the lake immediately. Do not try to remove the hook if the fish swallowed it. If hooked other than in the lip, cut the line and the fish will absorb the hook.
 - c. The releasing of any fish is permitted providing the fish is in healthy condition.
 - d. A penalty of \$40.00 per fish over the limit, will be assessed.
4. Moreno Valley Ranch will be the only organization or personnel allowed to introduce any fish or wildlife of any kind into the waters of the lake.
5. No animal shall be carried, transported, possessed, left or turned loose in or on the lake.
6. In order to protect the natural ecological balance of the lake, the only types of bait permitted are: red worms, nightcrawlers, meal worms, terrestrial insects, (grasshoppers/crickets, etc.), salmon eggs (fish roe), marshmallows and catfish stink bait.
7. Cleaning of fish or disposing of fish at lake edge is prohibited and will result in a \$40.00 fine.
8. Trash, rubbish or other debris must be placed in proper containers around the lake and not left on the lake edge. Violators will be subject to a fine.
9. Non-residents, other than resident's guests, are prohibited from fishing.

**** The Policies and Guidelines are subject to review and change by the Board of Directors.****

MORENO VALLEY RANCH COMMUNITY ASSOCIATION

FISHING BOAT RENTAL GUIDELINES

1. The use of the fishing boats are subject to the lake Policies & Guidelines as well as the fishing Policies & Guidelines
2. Fishing boats can be rented for a period of no longer than three (3) hours at one time. Consecutive period rentals are only permitted when no one is waiting to rent a boat.
3. Boats are rented on a first come first serve basis. Boats cannot be reserved.
4. Fishing boats are available to all Moreno Valley Ranch residents in good standing who are at least 16 years of age or older. Anyone under the age of 16 (sixteen) must be accompanied by an adult member.
6. No more than three persons or 415 pounds (persons and gear) are permitted in a boat at any one time.
7. Trolling motors and oars are available for use and are included in the rental. A valid member identification card must be presented and will be held while the equipment is being used. The card will be returned upon return of the equipment.
8. Hours of boat rental operation during the Summer Season, (Memorial Day through Labor Day) will be 8:30 AM until 6:30PM with the last boat going out at 5:30PM. All boats must be returned to the dock no later than 6:30PM. During the “off” season, staff members will not always be able to rent boats, but will accommodate boaters whenever possible.
9. The beaching of boats is not permitted. Exiting boats in any area other than the Association dock is prohibited.
10. The daily creel limit per person per day is any combination of fish equaling four (4).
11. Coast guard approved life preservers must be worn by anyone under the age of 16 (sixteen), and anyone boating alone, regardless of age. There must be life preservers on board for all passengers at all times
12. All persons renting fishing boats must sign a boat rental waiver/release. They will be responsible for any damage that may occur while using fishing boats and will be charged for such damage, repair, or replacement.

MORENO VALLEY RANCH COMMUNITY ASSOCIATION

BOAT RENTAL WAIVER/RELEASE AGREEMENT

I have read the boat rental guidelines and I acknowledge and agree, on behalf of myself, my family, and my guests, that the use of the Moreno Valley Ranch lake facility, recreational and landscaped areas located on the Moreno Valley Ranch, owned and operated by the Moreno Valley Ranch Community Association, including, but not limited to, the lake, boat launch facility, parking facilities, recreation and landscaped areas, involve a potential risk of serious physical injury to a person undertaking these activities. I fully understand that recreational activity, by its very nature, can be hazardous and that it can lead to injury to me or damage to my property.

I understand that by signing this form, I, my family and my guests, agree to assume the inherent risks of potential injury to which I am voluntarily exposing myself, my family and guests, by participating in recreational water activities on the Moreno Valley Ranch lake.

I also understand that by signing this form, I, my family and my guest, agree to assume full responsibility for any damage that may occur during the use of the boat. The price of the repairs will be billed to the Homeowner on record.

On behalf of myself, my family and guests, I release from liability and hold harmless the Moreno Valley Ranch Community Association as a result of such activities, and waive any claims that I, my family and guests may otherwise have or acquire against the Moreno Valley Ranch Community Association, its officers and directors, agents, or employees, for any injury occurring to me, my family and guests, or to my property, as a result of any use of the Moreno Valley Ranch property, or my family and guest's participation in recreational water activities on the facility and grounds of the Moreno Valley Ranch, located in the City of Moreno Valley.

The homeowner is responsible for any damages incurred while the boat is in their use, and will be charged for any damages, repair, or replacement necessary.

SIGNATURE _____ DATE _____

PRINT NAME _____ I.D. # _____

ADDRESS _____

PHONE NUMBER _____

GUEST _____ GUEST _____

MORENO VALLEY RANCH COMMUNITY ASSOCIATION

LAKE POLICIES AND GUIDELINES

In the interest of safety and fun for everyone, various boating regulations are necessary and have been established for the Recreation Facility. Boating will be limited to single-hull sailboats, canoes, rowboats, electrically powered boats and paddle craft. The regulations limit boat size to an 8 foot minimum length and a maximum overall length of 20 feet, although management may, from time to time, permit larger boats of varying types on the lake for special events.

1. All boats or flotation crafts operated on the lake shall be approved by the Recreation Facility staff. Approved boats must be properly registered for use on the lake.
 - a. Overall boat length must not exceed twenty (20) feet.
 - b. Mast heights must not exceed twenty-two feet, three inches (22' 3")
 - c. Sail area not to exceed one hundred eighteen (118) square feet.
 - d. Weight of the boat not to exceed one thousand (1,000) pounds.
 - e. Electric powered personal crafts are not to exceed five (5) mph.
 - f. Jib sails ARE NOT PERMITTED.
2. All boats shall be powered manually, electrically (5mph) or by sail.
3. There will be no commercial advertising permitted on any vessel, nor around the lake.
4. Mooring of boats is limited to designated tie-up areas with twenty (20) minutes MAXIMUM.
 - a. OVERNIGHT MOORING of boats IS PROHIBITED EXCEPT AT PRIVATE DOCKS.
 - b. No boats are to be left unattended at any time.
5. Boating is restricted to members and their guests. Children under the age of sixteen (16) MUST BE ACCOMPANIED BY PARENT/GUARDIAN WHILE ON THE LAKE AT ALL TIMES.
6. Tampering with lake or dock equipment is STRICTLY PROHIBITED.
7. CRAFTS PROHIBITED ON THE LAKE ARE WINDSURFERS, JET SKIS AND OTHER SIMILAR CRAFTS.

MORENO VALLEY RANCH COMMUNITY ASSOCIATION

PRIVATELY OWNED BOAT REGISTRATION GUIDELINES

All privately-owned members' boats MUST BE REGISTERED WITH THE RECREATIONAL FACILITY AND APPROVAL GRANTED PRIOR TO PLACING IT ON THE LAKE.

1. All watercraft must maintain public liability insurance in the amount of \$300,000. A currently-in-force certificate of insurance is required to be kept on file at The Recreation Facility office in order for registration to be valid.
 - a. Legal home ownership is a requirement in order to register a privately owned boat.
2. Person(s) leasing a home must provide a copy of a one (1) year lease, along with legal homeowner's approval, in order to register a boat.
 - a. All boats placed in the water must be inspected and approved annually by the Recreation Facility Management.
 - b. All boats registered and approved must have a lake registration decal display on one side of the craft stern.
 - c. An ID card will be issued by the Facility Management that the homeowner will carry on the boat when in use.
 - d. A maximum of fifty-five (55) member's boats sailing on the lake will be permitted at any one time.
3. All members' boats launched from the lake resident's boat dock may not be launched earlier than 8:00 AM and removed no later than dusk. No boats may be left unattended or tied at lake edge AT ANY TIME. Casting off requires approval of staff, when on duty.
4. All persons in a boat located on the lake are required to wear life jackets which the owner of the approved boat must provide to each person in such owner's boat.

MORENO VALLEY RANCH COMMUNITY ASSOCIATION

PARKING RULES

1. No inoperable vehicle, (or portion thereof) shall be parked or stored on any Lot except within a wholly enclosed garage, except that an inoperable vehicle may be stored in a side or rear yard after application to, and receipt of written approval of, the Aesthetic Review Committee (ARC) for same. As a general matter, the ARC will only approve such applications if the vehicle is to be stored on a paved surface and screened from view of the street and other properties.

The ARC may deem a vehicle to be an inoperable vehicle if it is left parked on the driveway for long periods of time without use and/or if it has one or more flat tires. The purpose of this restriction is to prohibit driveway storage of vehicles that although may technically be operational, but not regularly used by the residents of a Lot. For purposes of this section, the ARC shall have the discretion to determine whether a vehicle is regularly used.

2. Parking on the driveway shall only be permitted if the garage is being used to its maximum designed capacity for the parking of vehicles. Parking on a Lot other than on the driveway or in the garage shall only be permissible with the express written permission of the ARC.
3. No off road operation or riding of vehicles is permitted.
4. Member is responsible for all parking violations of tenants and guests.
5. **Recreational Vehicles.** Parking/storage of recreational vehicles on a Lot, except for temporary parking for loading and unloading purposes (see below) is only permitted after application to, and receipt of written approval from, the ARC. As a general matter, the ARC will only grant approval for the parking/storage of a recreational vehicle where the vehicle is to be stored on a paved surface and screened from view of the street and other properties. Notwithstanding the above, a recreational vehicle may be parked/stored on a Lot within a wholly enclosed garage.
 - a. **Temporary Parking of Recreational Vehicles.** A recreational vehicle may be parked on a driveway for no more than twelve (12) hours for loading and twelve (12) hours for unloading in any two-week period. Said twelve (12) hour period may be extended up to thirty-six (36) hours under appropriate circumstances by obtaining a permit for the same from onsite facility staff. In general, the purpose of this exception is to permit Owners the option of retrieving their recreational vehicle from storage the night before leaving on a trip for purposes of loading the vehicle and otherwise preparing the vehicle for the trip, and to permit Owners to keep the recreational vehicle in the project for one night upon return from a trip to facilitate unloading of the vehicle and returning it to an off-site storage facility the next morning. Therefore, frequent parking of any recreational vehicle in the development for purposes other than those described above is prohibited, notwithstanding compliance with the 12 hour parking limitations.

6. **Commercial Vehicles.** No commercial vehicle shall be parked on any Lot except within a wholly enclosed garage unless such vehicle is temporarily parked for the purpose of serving such Lot. The ARC shall determine whether a vehicle qualifies as a commercial vehicle for purposes of application of this section. Factors to be taken into consideration by the ARC in deciding whether a vehicle qualifies as a commercial vehicle include, but are not limited to, the following:
- a. The extent to which the vehicle has been modified from stock, such as installation/addition of racks, doors, drawers and storage bins;
 - b. Tools and/or equipment mounted or carried (either permanently or temporarily) on the vehicle, e.g., air compressor, welding equipment, generator, winch, hydraulic lifts, gates, cranes, hoists, vacuums, brushes, etc.
 - c. The addition of fences, bordered beds, side stakes or the like to retain supplies, machinery, tools, materials and/or goods;
 - d. Use of the vehicle for storage of equipment, goods, products, materials, tools, etc.;
 - e. The typical and/or actual use for the vehicle;
 - f. Company ownership;
 - g. Carrying capacity; and
 - h. Signage.
- 7 Notwithstanding the provisions of Section 6 above, a commercial vehicle that is used as a primary vehicle may be parked on a driveway if the conditions set forth below are satisfied. A commercial vehicle shall qualify as a primary vehicle if a resident of a Lot uses that vehicle for transportation to and from work at least five (5) out of every seven- (7) days.
- a) The resident must apply (using the attached Commercial Vehicle Application) in writing to, and receive the express written approval from the ARC, for the parking of such a vehicle upon their driveway. The ARC retains the sole and complete discretion on whether or not to approve such an application, except that the ARC may not grant such approval if the vehicle could be parked within the garage on the Lot without the need for alterations to the size of the garage door. No such approval, if any, given by the ARC shall be deemed permanent, in that the ARC may revoke such approval based upon complaints from neighbors or other residents, failure to comply with the provisions of these rules, failure to pay assessments or comply with other provisions of the CC&R's and/or if it finds that the vehicle constitutes an unreasonable intrusion on the harmony of the surrounding areas.

- b) The vehicle must be parked in accordance with the written approval from the ARC and comply with any and all conditions of approval that might be imposed by the ARC. By way of illustration, but without limitation, conditions that the ARC may impose include requirements that the vehicle be screened from view, covered and that tools and equipment be removed from the vehicle while parked on the driveway.

Note: The vehicle must at all times while parked on the driveway, be maintained in a neat and attractive condition.

8. Garages are to be used for the parking of vehicles owned, operated or within the control of the residents of the Lot, up to the garage's maximum designed capacity. Garage doors shall be kept closed except for ingress and egress purposes.
9. Vehicles shall not be restored, improved, altered, repaired and/or fixed on a Lot except within a wholly enclosed garage (i.e., the vehicle and all tools remain inside the garage), with the garage door closed, and in such a manner that is not a nuisance to residents of other Lots. No automobile repair business may be conducted upon a Lot (i.e., repairs conducted on a vehicle not owned or controlled by a resident on the Lot).
10. No trailer, camper, motor home or recreational vehicle shall be used as a residence for either temporary or permanent purposes. Garages may not be used/converted to living quarters.
11. Car covers must be kept in a clean, neat and attractive condition. Only commercial car covers are permitted. Sheets, plastic tarps, etc... are not permitted.
12. Oil pans are allowed for 30 days only. The oil pan must be removed from the driveway whenever the vehicle is not on the driveway.

COMMERCIAL VEHICLE APPLICATION

The purpose of this application is to provide the Architectural Review Committee (ARC) with pertinent information regarding a commercial vehicle that is at your property and wish to apply for approval to keep the vehicle at your home, under certain circumstances. Please answer the questions below and submit it to the ARC for Review. Please take a photo of the vehicle parked in your driveway and have your neighbors sign the neighbor impact form. You may bring your application, photo and neighbor form to the Clubhouse, or mail to: MVRCA at 16010 Rancho Del Lago, Moreno Valley, Calif. 92551. If you have any questions, please feel free to contact the Architectural Administrator at (951) 485-2020.

QUESTIONNAIRE:

1. Type of vehicle; Make: _____ Model: _____ Year: _____ Color: _____
Total length of vehicle: _____ Total amount of gross/ton weight: _____
2. List any special equipment or features such as; ladder racks, storage bins, lights, signs, logos etc. that would be visible when parked in the driveway. _____

PLEASE NOTE: ANY ITEMS THAT ARE IN OR ON THE VEHICLE, I.E. LADDERS, WHEELBARRELS, TANKS, EXPOSED TOOLS, DEBRIS OR OTHER PERSONAL PROPERTY NEEDS TO BE REMOVED WHENEVER THE VEHICLE IS PARKED IN VIEW.

3. Is this your primary work vehicle? Yes _____ No _____
4. Do you own this vehicle? _____ If not, does your employer allow you usage of it?
Yes _____ No _____
5. Number of days each week that this vehicle will be parked in your driveway? _____
6. Approximate hours that it will be parked in your driveway?
Week days/Week nights: From: _____ To: _____
Week-ends: From: _____ To: _____
7. Can this vehicle fit inside your garage? If not, what is preventing it from being in your garage? _____

8. Can this vehicle be screened from view somehow in your side yard? _____
9. Are you the homeowner? _____ Are you the tenant/lessee? _____
If you are a tenant, have you attended the orientation here at the MVRCA Clubhouse and obtained your card(s), and are familiar with the Architectural Guidelines and Rules & Regulations here in the Ranch?
Yes _____ No _____
10. If necessary, can you provide a commercial cover for the vehicle if the ARC believes it might be more aesthetically pleasing to the neighborhood? Yes _____ No _____

Note: If approved by the ARC, this vehicle must be maintained in a neat and attractive condition while parked on the driveway.

Homeowner:

Tenant (if applicable)

HOMEOWNER NAME _____

PROPERTY ADDRESS _____

PHONE NUMBER _____

Disclaimer: The ARC retains the sole and complete discretion on whether or not to approve this application, except that the ARC may not grant such approval if the vehicle could be parked within the garage on the lot without the need for alterations to the size of the garage door. No such approval, if any, given by the ARC shall be deemed permanent, in that the ARC may revoke such approval based upon complaints from neighbors or other residents, failure to comply with the provisions of these rules, failure to pay assessments or comply with other provisions of the CC&R's and/or if it finds that the vehicle constitutes an unreasonable intrusion on the harmony of the surrounding areas.

Approved by: _____ Date: _____
Condition(s) if any: _____

MORENO VALLEY RANCH COMMUNITY ASSOCIATION

FACING, ADJACENT AND IMPACTED NEIGHBOR STATEMENT

The application for commercial vehicle status has been made available to my neighbors for review:

Impacted Neighbor
<hr/>
<u>NOT APPLICABLE</u>

Impacted Neighbor
<hr/>
<u>NOT APPLICABLE</u>

Common Area or Back Yard

Adjacent Neighbor
<hr/>
Name
<hr/>
Address
<hr/>
Signature/Phone number

Your House

Adjacent Neighbor
<hr/>
Name
<hr/>
Address
<hr/>
Signature/Phone number

Your Street

Facing Neighbor
<hr/>
Name
<hr/>
Address
<hr/>
Signature/Phone number

Facing Neighbor
<hr/>
Name
<hr/>
Address
<hr/>
Signature/Phone number

Facing Neighbor
<hr/>
Name
<hr/>
Address
<hr/>
Signature/Phone number

SUBMITTED BY:

My neighbors have been told that I am applying for special approval for the opportunity of keeping my commercial type vehicle in my driveway for specified periods of time only. I understand neighbor objections do not in themselves cause denial. However, the Architectural Committee may contact the neighbors to determine their objections, if any, as it relates to the aesthetics in the community or noise nuisance problems (if any have concerns).Name: _____ Date: _____
Address: _____

MORENO VALLEY RANCH



ARCHITECTURAL POLICIES & GUIDELINES

INTRODUCTION

It is beneficial to take the time to read the attached Architectural Procedures and Guidelines (hereinafter referred to as Guidelines). Please note that these Guidelines are a part of the overall governing documents of MVRCA and are meant to expand upon the more general issues covered in the Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as CC&R's). The CC&R's should be read carefully.

The goal of the Aesthetic Review Committee (hereinafter referred to as ARC) is not to restrict individual creativity or personal preferences, but the goal is to help assure a continuity in design which preserves and improves the appearance of the Community.

The CC&R's set forth that the ARC is vested with the power to review and approve all Improvements to Lots, Residences, and Dwellings in MVRCA. Such Improvements include, without limitation: additions, modifications, and alterations to Lots, Residences and Dwellings; signs; fences; walls; screens; patios and patio covers; landscaping; and, any other Improvement or alteration to the Lot. After completion of the work, the ARC, or its duly appointed representative, may inspect any Improvement for which approval of plans was required.

Prior to commencement of any addition, alteration, or construction work of any type, written approval of the ARC is required. If written approval of the ARC is not obtained, construction shall constitute a violation of the CC&R's, and the unauthorized Improvement may have to be modified or removed at the Owner's expense. In addition, the County, or other governmental agencies, prior to the commencement of any work may require a building permit. The ARC does not assume any responsibility for the failure to obtain such permits. Obtaining such permits does not waive the obligation to obtain approval from the ARC.

All forms necessary for submittal to the ARC, and referenced in the Guidelines, are included in this package.

MORENO VALLEY RANCH COMMUNITY ASSOCIATION

ARCHITECTURAL PROCEDURES AND GUIDELINES

The term Aesthetic Review Committee (ARC) as used herein shall mean and refer to the Architectural Committee as contemplated by Articles VI & VIII of the CC&R's, and Architectural Review Committee as contemplated in the Home Improvement Form.

I. ARCHITECTURAL AND LANDSCAPE APPROVAL PROCESS

- A. PURPOSE.** In order to maintain the architectural character of the community, it is necessary to provide more exacting guidelines than presented in the CC&R's and Bylaws of MVRCA. These Guidelines have been established to protect property investment and keep Moreno Valley Ranch Community Association attractive to all residents.
- B. PROCEDURE.** The Aesthetic Review Committee will review and respond to all plan submittals within forty five (45) days from the date of submittal. Before work begins, owners shall present drawings of any proposed improvements including, without limitation: additions, modifications, and alterations to lots, residences and dwellings; signs; fences; walls; screens; patios & patio covers; landscaping; and any other improvement or alteration to the lot, along with a completed Home Improvement Form (Exhibit A), to the ARC for review. Please submit all materials to: MVRCA @ 16010 Rancho Del Lago, Moreno Valley, CA 92551

PLEASE NOTE: NO WORK MAY BEGIN PRIOR TO ARCHITECTURAL APPROVAL FROM THE AESTHETIC REVIEW COMMITTEE.

This review is in no way intended to neither approve the proposed Improvement for structural and/or engineering purposes, nor is it in lieu of any required County permits or County inspections. The intent is to maintain the visual unity and aesthetics of the community. Any approved Improvements are to be constructed upon the applicant Owner's Lot only. Approval of proposed Improvements does not constitute, nor shall approval be understood or taken: as a warranty or guarantee of any kind; as permission to violate any law; as permission to violate any provisions of the CC&R's, Bylaws or Policies and Guidelines of MVRCA; as permission to build upon property not owned by the applicant; or, as permission to violate or interfere with any easement on or across the applicant's Lot.

All drawings shall be prepared in accordance with the requirements of the County of Riverside Building Department/City of Moreno Valley. Approval by the County of Riverside/City of Moreno Valley in no way constitutes MVRCA architectural approval. Drawing(s), together with appropriate aesthetic review forms, must be submitted to:

**Moreno Valley Ranch Community Association
16010 Rancho Del Lago
Moreno Valley, CA 92551
Attn: Aesthetic Review Committee**

All requests are to be made on the standard MVRCA Home Improvement Form (Exhibit A). Plans will be reviewed on the first and third Tuesdays of each month, except holidays. All plans must be received by MVRCA by 5:00 p.m. on the day prior to the meeting night, in order to be considered by the ARC at that meeting. The ARC reserves the right to change its meeting date & submittal requirements.

Once an Owner receives written approval from the ARC, construction may commence. Upon completion of the approved Improvement(s), a MVRCA Notice of Completion (Exhibit C) form along with photos of the completed work must be forwarded to Moreno Valley Ranch Community Association at the above address.

C. APPLICATION FEES.

1. Depending on the type of Improvement being proposed, one of the following will apply:
 - a. Payment of a once a year \$15.00 fee to MVRCA will be required to cover the cost of review on most improvements.
 - b. Some items (call office for more specific details) will be reviewed at no charge.
2. The Committee may require an additional fee *to* cover costs of hiring an architect or other licensed professional to review the proposed Improvement(s), if needed.

D. REQUIRED COPIES AND INFORMATION.

1. Completed MVRCA Home Improvement Form (Exhibit A).
2. Plan and specifications, including color scheme. A copy will be returned to the Owner. The original will be maintained with MVRCA records. (See Article II hereof for a description of what must be included with the plan and specifications.)
3. Adjacent, Facing, and Impacted Neighbor Statement (Exhibit B), [one (1) copy], where applicable. (See Article III)
4. Proposed start and completion date(s) of the project.
5. Check made payable to MVRCA in the amount of the application fee, where required.

II. SUBMITTAL REQUIREMENTS

The following must be submitted, if applicable, to constitute a complete application:

A. DRAWINGS. All drawings/plans must be of sufficient size and detail to allow the ARC to adequately review and understand the proposed Improvements.

1. Plot Plan (Required)
 - a. Show lot lines accurately as to length, angle, and curve.
 - b. Show all dimensions of work to be considered, such as distances between existing Improvements and property lines.
 - c. The drawings/plans must show the location of the bottom of any slope and the top of any slope, if any.
 - d. Drawings shall, in all cases, show the nature, kind, shape, dimensions, materials, color, finish and location of proposed Improvements.
2. Roof Plan (Required for changes, additions to residence or outbuildings)
 - a. Show plan of all existing and new roofs, with pitches and overhangs noted.
 - b. Show materials of all existing and new roofs.
3. Floor Plan (Required for changes, additions to residence)
 - a. Indicate all walls, columns, openings, and any condition or feature that will affect the exterior design of the Residence or Dwelling.
 - b. Indicate exterior landscape or other details affected.
 - b. Show the overall dimensions and area of the improvements, and reflect the design concept.
4. For items 2 & 3 above, please indicate all exterior elevations of the Residence or Dwelling, existing and proposed, with all lumber sizes, and drawn to scale.

B. OTHER INFORMATION REQUIRED.

1. Grading plans, (if applicable), which show where the established drainage pattern may be altered by the proposed Improvements.
2. A description of the materials to be used, including the proposed color scheme. Attach color samples.
3. Landscape plan and working drawings, (if applicable), including a prospective plant list. If trees are being installed, please note the gallon of the tree, as well as the name of the tree.
4. If proposed Improvements require access over the Community Property, Covered Property or adjoining property, for the purposes of transporting labor or materials, written permission for such access shall be required from MVRCA. Any such requests must be filed with the ARC prior to the commencement of construction.

5. Any other information or documentation which may be deemed necessary by the ARC in reviewing the request.
6. Project start & completion dates.

III. NEIGHBOR NOTIFICATION

It is the intent of the ARC that the applicant's neighbors be notified of any Improvements, which may impact the use and enjoyment of the neighbor's property. Neighbor approval or disapproval of a particular Improvement shall only be advisory and shall not be binding in any way on the ARC's decision.

A. APPLICABLE NEIGHBORS.

Adjacent Neighbor: means all neighbors with adjoining property lines to the applicant.

Facing Neighbor: means the three (3) neighbors most directly across the street.

Impacted Neighbor: means all neighbors in the immediate surrounding area (most usually this is your rear yard neighbor) which would be affected by the construction of any Improvement.

B. IMPROVEMENTS REQUIRING NOTIFICATION.

Certain proposed Improvements may require a completed Adjacent, Facing, and Impacted Neighbor Statement (Exhibit B), with the submission of plans. For example:

1. Fences and walls (Adjacent and Facing Neighbors & Impacted Neighbors).
2. Patio covers and gazebos (Adjacent and Impacted Neighbors).
3. Solar panel (Adjacent, Facing, and Impacted Neighbors).
4. Dog runs (Adjacent Neighbors).
5. Satellite dishes with a diameter greater than one meter. (Adjacent, Facing, and Impacted Neighbors).
6. All water features (Adjacent, Facing, and Impacted Neighbors).
7. Hardscape – cement work (Impacted Neighbors).

- C. **STATEMENT.** An Adjacent, Facing, and Impacted Neighbor Statement (Exhibit B), must be provided to the ARC to verify that the neighbors have been notified about the proposed Improvements.

The ARC reserves the right to require the applicant to provide Neighbor Statements from lots specified by the ARC before deeming an application complete. Alternatively, the ARC may deny an application without prejudice to the owner's ability to re-submit for approval with additional Neighbor Statements.

IV. APPROVAL PROCESS

- A. FAILURE TO COMPLY WITH REQUIRED PROCEDURES.** Failure to comply with the requirements and procedures set forth herein shall cause the request to be deemed not submitted.
- B. FINAL APPROVAL BY THE ARC.** The ARC shall give final approval or disapproval of the request within forty-five (45) days from receipt of a complete application (including all the required supporting information and documentation). In the event the ARC fails to respond within forty-five (45) days from receipt of the complete application, the request shall be deemed to be approved.
- C. NOTICE OF COMPLETION.** Upon completion of any work for which approval has been given, the owner shall submit written notice of completion to the ARC along with photos of the work done. Within 60 days thereafter, a representative of the ARC may inspect such improvement. If the ARC finds that such work was not done in substantial compliance with the approved plans, it shall notify the owner in writing of such noncompliance within a 60-day period and require the owner to correct the matter.

If upon expiration of thirty (30) days from the date of notification, the owner has failed to remedy the noncompliance; the ARC shall notify the Board of Directors of such failure. After affording such owner notice and hearing, the Board shall determine whether there is a violation of the ARC approval requirements of the CC&R's and, if so, the nature thereof and the estimated cost of correcting or removing the same.

If a noncompliance exists, the owner shall remedy or remove the same within a period of not more than forty-five (45) days from the Board ruling of noncompliance.

All construction, alteration or other work shall be performed as promptly and diligently as possible and shall be completed within the time specified by the ARC. Failure to do so may result in revocation of the ARC approval.

- D. RIGHT TO ADOPT ADDITIONAL ARCHITECTURAL STANDARDS.** The ARC may, from time to time, and with the approval of the Board, adopt additional, and/or amend existing, standards. Copies of such additions, and/or amendments, will be distributed to the membership and kept on file at the Moreno Valley Ranch Community Association office.

V. ARCHITECTURAL STANDARDS AND MATERIAL STANDARDS

All Improvements outlined in this Section require ARC review and approval.

A. LANDSCAPING. Landscaping can be effectively used to accent entryways, define space, and create "soft" privacy screens. Since landscaping is a design element, the same consideration should be given to the relationship of the applicant's Residence to adjacent Residences.

1. All portions of any yard of a Residence which are visible from the street of community property, shall be landscaped, with ARC approved landscaping, by the Owner on or before a date which is six (6) months from the original conveyance of a Residence from the Builder. Owners who acquire the property from someone other than the builder thereafter, are required to have installed ARC approved landscaping upon all yards visible from the street or community property within ninety (90) days of close of escrow. Such improvements must be compatible with the aesthetic plan and design of the community, as well as be completed in a timely manner, and according to the completion time submitted to ARC with the plan submittal.

Portions of the yard that are not visible from the street or the Community Property need architectural approval only for the following:

Improvements which exceed the height of any perimeter or side yard wall or fence; all trees; spas, pools, water elements; pet enclosures; any noise producing Improvements (i.e., pumps, motors); and, any Improvements which will change or alter either the grade or drainage such that it interferes with adjoining property, whether that property be privately owned or Community Property.

2. All landscaping, plantings, and installation of permanent irrigation shall remain aesthetically consistent with the design and plan of the community.
3. Trees, hedges, and shrubs which restrict sight lines for vehicular traffic from neighboring units shall be cut back or removed by the owner, and if removed, this needs ARC approval, and new tree(s) need to be re-planted to take their place.
4. Any plant material, including trees and shrubs, planted to create a visual barrier/privacy screen will be reviewed by the Aesthetic Review Committee on a case by case basis.
5. Materials used shall conform to type, quality, character, and detailing established in existing Residence.
6. Commencement of grading, excavation, or removal of any tree or removal/installation of existing landscaping shall not proceed until the plans showing the nature, kind, shape, height, and location of such modifications have been approved by the ARC.

7. Submitted landscape plans must list all prospective plants, including ground cover, vines, shrubs, and trees.
8. ARC approval is required before an owner may alter their property in order to accommodate the parking of a recreational vehicle. The Aesthetic Review Committee will review each such architectural submittal on a case-by-case basis. Please see Item 5 of the Moreno Valley Ranch Parking Rules for restrictions on recreational vehicle parking.

B. DRAINAGE. MVRCA shall not be responsible or liable for modifications to the grade or any resulting damage.

Any plan to change the original grade of any Lot which changes the original drainage pattern as installed by the Builder must provide an alternate drainage plan for ARC review & approval.

All drainage from Improvements shall be constructed so as to return runoff to the front street. Drain(s) must be cored through the curb in accordance with Riverside County standards.

C. SIGNS

1. No sign, poster, billboard or advertising device shall be displayed on the properties without the approval of the Aesthetic Review Committee.
2. Only “Real Estate for Sale, Lease or Rent” signs may be displayed.
3. Such signs shall be no larger than four (4) square feet and must be professionally prepared on weather resistant material.
4. Only one sign is permitted per dwelling unit and must be displayed in the area directly in front of the unit advertised, no more than four (4) feet from the front of the home.
5. Developer is exempt from these restrictions during the sales phase regardless of the duration of that period.

NOTE: All signs must conform to the requirements of all applicable governmental ordinances.

D. FENCES

In order to maintain the aesthetic appearance of Moreno Valley Ranch Community Association, the Aesthetic Review Committee has established specific fencing requirements.

In addition to the Aesthetic approval submittal requirements outlined in these guidelines, homeowners shall conform to the fencing requirements as indicated below and more specifically under the guidelines for each development

Painting/Staining of Wooden Fencing (or painting of owner installed Stucco Fencing). Wooden or owner installed stucco fencing must be maintained in good condition and repair, including periodic repainting and/or staining (of wood) when needed. An owner may paint/re-paint their wooden or owner installed stucco fences without the need to apply for ARC approval, with either: (1.) the color Maison Blanche SW 2067 (specifications on this color are available at the clubhouse office); or (2) the color of the stucco on the house, provided the stucco color is one of the 24 pre-approved stucco colors, or the color matches your original developer stucco color, or has been otherwise approved by the ARC in writing. Written approval of the ARC must be obtained prior to staining a wooden fence, except where the owner will be re-staining a fence with a stain expressly approved by the ARC. Please note, where a prior owner applied stain to a fence, do not assume the ARC approved the stain. Instead, check with ARC to see if the stain was approved. In general, the ARC will approve only neutral stains. Some of the factors the ARC will look at when reviewing an application to stain a fence are whether the fence can be stained without showing uneven coloring and whether the stain will successfully cover and/or prevent calcification from showing through. Where a fence has been damaged or discolored and re-applying an approved stain will not cover the discoloration or may lead to an uneven color, the ARC may require that a fence be painted with an ARC approved color. Please note that this painting section does not apply to the original Developer installed perimeter stucco theme walls, but does apply to fences & walls on a lot that is visible from a street, Community Common Area or another lot within the Association.

1. Unacceptable materials for fencing shall be:
 - a. Aluminum or sheet metal;
 - b. Chicken wire;
 - c. Metal or plastic chain link;
 - d. Plastic or fiberglass panels;
 - e. Plastic webbing, reeded or straw-like materials;
 - f. Wood grapestake.

NOTE: Temporary fencing will be permitted for a period of 120 days after the close of escrow or during the construction of a home improvement project.

1. No double fences shall be allowed along adjoining property lines.
2. Fencing shall not exceed six (6) feet in height.
3. No wood panels for sound walls are permitted.

NOTE: ALL FENCING ADDITIONS MUST BE APPROVED BY THE AESTHETIC REVIEW COMMITTEE BEFORE WORK BEGINS.

E. PATIO COVERS, GAZEBOS AND OTHER STRUCTURES

1. Patio covers, gazebos, and other structures, shall be of wood construction. A metal or Alumawood type construction material may be used as long as it has the same grain, appearance and texture of wood and is colored or painted to match the stucco of the home or the fascia trim, i.e., the Alumawood type of materials.
2. Horizontal patio covers shall be constructed of wood or allowable materials with the appearance of wood, and match the roof of the existing Dwelling.
3. Exposed surfaces shall be painted to match or harmonize with the existing colors and materials of the main dwelling.
4. Unacceptable construction materials for patio and other structures shall be:
 - a. Metal structures;
 - b. Corrugated plastic and fiberglass; and
 - c. Plastic webbing, reeded or straw-like materials
5. Structures not consistent with the overall architectural elevations will not be permitted. All structures must be well maintained at all times.

- F. PATIO ENCLOSURES, REMODELS & ADDITIONS.** All patio enclosure, remodel & addition submittals are reviewed on a case by case basis. Please note that the following guideline does not guarantee that all lots will be able to meet the criteria listed below. Neither Moreno Valley Ranch Community Association nor the ARC can guarantee that any particular lot will be approved for the installation of a patio enclosure, remodel or addition.

All proposed Patio Enclosures must meet the following criteria:

1. Exposed surfaces shall be painted to match the existing colors of the main dwelling.
2. Unacceptable construction material for patio enclosures shall be:
 - a. Metal structures;
 - b. Corrugated plastic or fiberglass; and
 - c. Plastic webbing, reeded or straw-like materials.

3. In no event shall such Patio Enclosure be visible from any street, sidewalk, or community property without submitting a plan of trees or vegetation to be planted to screen it from view.
2. Elevations: Indicate all exterior elevations of all buildings existing and with all drawn to scale where possible.

NOTE: DRAWINGS SHALL, IN ANY CASE, SHOW THE NATURE, KIND, SHAPE, DIMENSIONS, MATERIALS & LOCATION OF PROPOSED IMPROVEMENTS.

G. STORAGE SHEDS/UTILITY BUILDINGS. ARC approval must be obtained prior to installing any shed or outbuilding. Storage sheds and/or utility buildings must be the same color as the dwelling, and the roof must be of the same type and color as the existing home. However, in no event shall such shed structure be visible from any street, sidewalk, or Community Property, without submittal of architectural plans to show how it will be screened; i.e., trees, shrubs, etc. to hide.

1. Any plant material or trees must be used to soften the look of the structure, and be planted within thirty (30) days.
2. Visible coverage from said planting(s) must occur within one-hundred-and-twenty (120) days of approval.

H. BASKETBALL BACKBOARDS.

1. All basketball backboards require ARC approval prior to installation.
2. The entire basketball backboard shall not be allowed to fall into disrepair, as well as the basketball net. Should the net become shredded, or fall into disrepair, the net is to be removed entirely or replaced.

I. PORTABLE FREE - STANDING BASKETBALL BACKBOARDS.

Portable, free standing basketball backboards are permitted provided that they are removed on a daily basis when not in use.

In no event shall such portable freestanding basketball backboards be visible from any street or sidewalk, or Community property while not in use.

In no event shall such portable freestanding basketball backboards be used in the street and left there after usage.

J. AFFIXED BASKETBALL BACKBOARDS Affixed Basketball backboards shall not be erected or attached without architectural approval. Neighbor Impact Statements are required.

K. SATELLITE DISH/ANTENNA

1. All satellite dishes, MMDS (multi point channel, i.e.; wireless cable) and DBS (direct broadcast satellite) antennas of one (1) meter (39") in diameter or less, as well as traditional television antennas are permitted within MVRCA pursuant to Federal Law.
2. Plans and specifications for antennas may be submitted to the ARC for approval. However, such antennas may be installed before submitting request for approval. No penalties are imposed if an applicant installs such an antenna before seeking ARC approval. However, it is recommended that ARC approval be obtained prior to installation. The ARC may consider size, type of and reasonable screening/concealing options, signal quality, and cost of equipment or service and the visual impact of the antenna. Painting the antenna to make it blend in with its surroundings may also be an option, so long as no impairment results. It is recommended that you check with the ARC or the facility Architectural Administrator when you are uncertain about whether the desired location for the antenna can be placed.
3. No prohibitions, or absolute bans, of antennas which are found within the MVRCA's CC&R's & or Rules & Regulations, will be enforced by the Board of Directors or the ARC except, and to the extent, consistent with this policy and the FCC Rule of August 5, 1996, and subsequent FCC Rules, Orders and Opinions.
4. It is suggested that any such antenna be placed in the rear yard, ground mounted locations, and to the extent feasible, in locations that are not visible from:
 - a. The street;
 - b. Common areas;
 - c. Recreation areas;
 - d. Other Community Property; and
 - e. The home and yards of neighbors.

IF this placement does not impair reception of an acceptable quality signal, delay installation nor add unreasonably to the cost.

ARC approval is required prior to installation of any satellite dish, MMDS, DBS antenna or DBS antenna with a diameter greater than one meter.

L. MISCELLANEOUS.

1. **Decks:** No decks which overhang slope areas shall be constructed without architectural approval.
2. **Additions:** Room additions, eaves, and balconies, or any exterior alterations to any residence or dwelling, shall be constructed with materials that conform to the type, quality, character, and detail established in the existing dwelling.

3. **Glass Tinting:** Glass tinting requests will be considered by the ARC on an individual basis. However, no reflective or mirrored tints will be permitted. You must submit a non-returnable sample of the tint you wish to use must be attached to your application.
4. **House Number:** All house number(s), other than those installed by the builder, are subject to review by the ARC. House numbers other than those originally installed or those approved for the association by the Board of Directors will not be permitted. Curbside number painting is permitted and shall always be clearly painted.
5. **Lighting:** Exterior lighting must be of a low illumination level. Higher levels of lighting may be approved, if they are neither directed nor placed so as to create an annoyance to the neighbors, as determined by the ARC.
6. **Holiday Lighting:** Holiday lighting is permitted without ARC approval from Thanksgiving weekend through the third week of January, only.
7. **Pools:** Pools, spas, and related equipment will be considered on an individual basis, and require a completed Adjacent, Facing, and Impacted Neighbor Statement (Exhibit B).
8. **Playground Equipment:** ARC approval is required prior to installation of all playground equipment. Swings, playhouses, and other playground equipment will be considered on an individual basis. Swingsets, playhouses, and/or other playground equipment may be required to be painted to match the main color, or the accent color, of the dwelling should they fall into disrepair, become aesthetically unacceptable, or unsightly. Playground equipment is not allowed in the front yard, or in side yards outside fence perimeters.
9. **Playground Equipment Tarps:** Tarps must be of canvas or approved fabric. Tarps must be properly maintained to the satisfaction of the ARC, and may not be kept when frayed, split, torn, or faded.
10. **Screen Doors:** Screen doors on the front door or entrances shall be reviewed by the ARC on a case by case basis. Screen doors may be required to be painted to match the color of the Dwelling, or the owners may have to buy one that is of a color close to the Dwelling or existing front door.
11. **Exterior Painting &/or Design Change:** Any change in the color or design of the exterior of a single family Dwelling, must receive the written approval of the MVRCA ARC. If the home is painted with the identical color & quality which it was last painted, no ARC approval is needed. New paint palette colors have been adopted and are available at the Clubhouse for your review.
12. **Drainage and Fill:** There shall be no interference with the established drainage patterns over any Lot, unless an adequate alternative provision is made for proper drainage, and is first approved by the ARC.

- 13. Rain Gutters and Downspouts:** No rain gutters, downspouts, or scuppers to control water shed from roofs shall be installed without the approval of the ARC. Such Improvements shall be primed and painted to match the color of the adjacent surface.
- 14. Unsightly Items:** All weeds, rubbish, debris, or unsightly materials or objects of any kind shall be regularly removed from the Lots and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, wood piles, storage areas, machinery, and equipment shall be prohibited upon any Lot unless obscured from view of adjoining streets, Lots, sidewalks, Dwellings and Community Property.
- 15. Flagpoles:** Shall be permitted provided that the appropriate plans are duly submitted to the ARC and approved. In any event, no such pole shall exceed the height of the highest point of the dwelling on the lot or shall be erected within 10 feet of the lot boundaries. With ARC approval, in general, one (1) decorative flagpole will be allowed when attached to the residence.

Following changes were adopted 3/11/02 at Board of Directors meeting :

- (1) Flags affixed to the home do not require architectural approval.**
- (2) Homeowners will be allowed one in ground fixed flag pole no more than the height of the roof of the home or 20' maximum.**
- (3) Two flags per pole.**
- (4) Flags may be no larger than 3' x 5'.**
- (5) The flag poles may not obscure the view of neighbors, and flags must be repaired or replaced if they become torn or tattered.**

- 16. Window Coverings:** Only curtains, drapes, shutters, or blinds may be installed as permanent window covers. No aluminum foil, paint, newspaper, or similar covering deemed to be inappropriate for a window covering shall be applied to the windows or doors of any dwelling.
- 17. Skylights and Solar Energy Equipment or other rooftop appliances:** Any skylights, or any system to accommodate solar energy equipment, must have the approval of the ARC prior to installation. Solar panels may be approved if they are mounted directly on the roof and are of a color, size and shape consistent with the roofline. Color should be as unobtrusive as possible. Approved colors are black or bronze; no aluminum or plastic will be permitted.
- 18. Air Conditioners or other Exposed equipment:** The installation of air conditioning units shall be subject to review and approval by the ARC prior to installation. No water softeners or other equipment shall be exposed to public view, and shall have ARC approval before installation.

- 19. Cable Wire:** Cable wire installed on the outside of a dwelling is permitted. It is suggested, for aesthetic purposes, that the cable wire be painted to match the adjacent surface of the dwelling. The cable will not be permitted to hang free from the roof or any other portion of the dwelling.
- 20. Street Trees:** The trees along the frontage of the property (dwelling unit) are the maintenance responsibility of the individual homeowner.
- 21. Paint Palette:** New paint palette colors have been adopted in October, 2000 by the Board of Directors. Original Developer colors can still be used, as well as the new colors may be used by homeowner submitting a Homeowner Review Packet with the desired new paint palette color combination number to be approved prior to painting by the ARC.
- 22. Conditions Not Defined:** Any condition or material not defined within these Guidelines shall become a matter of judgement on the part of the ARC after their review.
- 23. Overall Repair & Maintenance:** All improvements on a Lot must be maintained (i.e., all improvements on a lot visible from a street, Community Common Area or another lot within the Association must be maintained by the lot owner in good condition and repair, including periodic repainting and/or replacement.
- 24. Landscape Maintenance:** The owner of each lot or unit shall maintain the landscaping upon his lot or unit in good condition in conformance with the Community Architectural Committee's standards, removing all weeds and watering and trimming lawns, trees and shrubs as often as the same shall be necessary.
- 25. Pets:** The owner of any pet or animal shall be responsible for the immediate removal and clean-up of such animal's waste. The owner of any pet or animal shall at no time allow such animal to run unrestrained on community common areas or the streets, sidewalks, equestrian trails or pathway areas of the community and the owner of such pets shall at all times have full and complete control over such animal. Homeowners are permitted to have NO MORE THEN TWO(2) PETS per household.
- 26. Nuisances:** No Noxious or unreasonably offensive activities shall be carried on, nor shall anything be done or placed on the Community Common Area which are or may become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to owners in the Community in the enjoyment of their property or in the enjoyment of the Community Common Area.
- 27. Sanitary Trash Containers:** Trash containers must be maintained in an area not visible from any neighboring residential unit or road. Trash containers may be placed at curbside the evening prior to pick-up. Trash containers may not exceed a 24 hour-period in front of homes.

28. RVs, Watercraft and Trailers: No Recreational vehicles, watercrafts (boat or jet skis) or trailers are allowed to be parked or stored in common area view.

M. GENERAL.

1. Any photos required by the ARC will not be returned to the Owner. Color samples of all paint or stain are required to be submitted to the ARC when they deviate from the original color scheme assigned to the existing Dwelling.
2. All work must be performed in a manner consistent with the construction standards of the Dwelling, and with the design and appearance of the community. All work considered to be of an unsightly finished nature, or of lesser quality than the prevailing community standards, shall be reworked to an acceptable appearance at Owner's expense.
3. If written approval of the ARC is not obtained, construction shall constitute a violation of the CC&R's, and the unauthorized Improvement may have to be modified or removed at the Owner's expense.
4. Once an Owner receives approval from the ARC, construction may commence. Upon completion of the approved Improvement(s), an MVRCA Notice of Completion (Exhibit C) must be forwarded to Moreno Valley Ranch Community Association, at the above address.

MORENO VALLEY RANCH COMMUNITY ASSOCIATION FINE SCHEDULE/HEARING PROCEDURES

The Association's enforcement procedures generally following the process set forth below. Of course, some violations may warrant handling in a different manner in which case one or more of the steps below may be repeated or omitted, depending upon the circumstances. But, for the most part, the Association's Board of Directors expects that most violation matters will be handled as follows.

1. A courtesy/formal violation letter is sent to homeowner stating alleged violation.
2. Letter is sent inviting the owner to attend a hearing before the Enforcement Review Committee ("ERC"), at which hearing the ERC will consider imposition of a monthly fine or other disciplinary action. If a decision is made to impose a monthly fine or another disciplinary action, the owners will be sent written notice of the same following the hearing.
3. If the initial fine were not successful in gaining compliance, the owner may be invited to further hearings before the ERC, or to a hearing before the Board to discuss imposition of additional fines or other disciplinary action.
4. The initial fine amount generally considered by the ERC is \$60.00. A monthly fine of \$60.00 - \$300.00 (see auto fine schedule amounts) will be applied to homeowner's account each month for up to 3 months until the violation is cured.
5. Violation of pool/ common area rules may result in the imposition of a fine, suspension or both, following notice and hearing. As a General Rule, a verbal warning will be issued with the first offense. There will be no second warning, the instigator will be invited to the next Board of Directors Meeting and subsequent fines and or suspension will be enforced. [See attached pool/common area fine schedule].
6. As contemplated by the Internal Dispute Resolution, or "IDR", requirements of Civil Code § 1363.840, the Board may request an owner to meet and confer with a designated member of the Board of Directors in an attempt to resolve a dispute.
7. At any point, the Board may refer a matter to Association legal counsel for legal enforcement proceedings.
8. An owner may appeal to the Board an ERC decision to impose a fine by sending the board a letter disputing the fine within 30 days of the date of the written notice sent to the owner informing them of the fine.

MORENO VALLEY RANCH COMMUNITY ASSOCIATION

AUTO FINE SCHEDULE

1. Letter to homeowner stating alleged violation.
2. After allotted cure time of alleged violation and corrective action has not been taken, a letter will be sent immediately requesting homeowner to appear before the Enforcement Review Committee or the Board of Directors.
3. If result of hearing is a monthly monetary fine and deny access of the facility until cured, a fine of \$60.00 - \$300.00 (see auto fine schedule amounts) will be applied to homeowner's account each month for up to 3 months until the violation is cured. The homeowner's membership cards will also be de-activated and access into the facility area will be denied until the violation is cured.
4. If violation continues past the hearing and first month's fine, after driving to look at the violation, the homeowner's account will automatically be fined the amount set by the Enforcement Review Committee. Fines that are not paid may result in legal action in accordance with California law.
5. Should the violation go through the three month process of automatic fines without being cured, the homeowner will be invited to take part in the Meet & Confer Process with a Board Member. If there is no compliance or resolution the violation will be forwarded to the Association Attorney to begin their part in gaining compliance.
6. At any point in this schedule, the Hearing Committee can forward the violation packet to the Board of Directors for cure through the legal system. The Board can cause correction of the violation to effect a cure and the homeowner may be responsible for legal fees and reimbursement of costs to the Association. Several violation fine amounts are as follows:

Home Maintenance - \$60

Oil and Rust – \$60

Trash Cans - \$120

Holiday Lights - \$120

Signs - \$120

**Landscape Maintenance - \$60-\$300
(Depending on severity of the violation)**

Unsightly Items - \$120

Inoperable/Stored Vehicles - \$300

Boats/RV's/Trailers - \$300

Non-Permitted Commercial Vehicles - \$300

NOTE: Should a violation occur which imposes financial obligation of the Association, then the party responsible for said violation shall reimburse the Association for this financial obligation by way of special assessment. If, for example, a party damages a fence, tree or any other common property; said repair and replacement costs will be charged to that party.

MORENO VALLEY RANCH



DELIQUENCY POLICY

DELIQUENCY POLICY

1. Assessments are due and payable in full on the first day of each month. All other charges including but not limited to late fees, interest, collection costs and fines are due as incurred. All assessments, late fees, interest and collection costs are subject to the Delinquency Policy.
2. Payments received will be applied in the following order: Unpaid principal including assessments and special assessments levied in accordance with the Declaration and Civil Code, late fees, collection fees, interest and CC&R's violation fees.

	<u>NUMBER OF DAYS AFTER DUE DATE</u>	<u>CHARGE TO HOMEOWNER</u>
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ACTION TO BE COMMENCED

- | | | |
|--|----|------------------------|
| 3. Late fee assessed on past due assessments | 30 | \$10.00 |
| 4. Association sends a reminder notice for all outstanding charges on the account.
(Assessments, late fees, interest, collection) | 30 | No Charge |
| 5. An 'Intent to Lien' package is sent to the owners by certified mail. Charges incurred for this letter will be levied against the delinquent account. This includes:

Documents and processing provided in accordance with Civil Code including Account detail, Delinquency Policy, Fine Policy, and a title check fee | 60 | \$85.00

\$25.00 |

NOTE: Prior to the recording of a Board authorized lien for delinquent assessments, a homeowner that is delinquent has the right to participate in internal dispute resolution ("IDR") pursuant to the "meet and confer" program commencing with California Civil Code Section 1363.810. Prior to recording a lien, the Board of Directors will approve such action by a majority vote of the Board of Directors.

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|--|--|----------|
| 6. A Notice of Delinquent Assessment Lien will be filed against the delinquent property and charges for its processing and recording will be levied against the delinquent account.

Copy of recorded document will be sent to owners of record by certified mail in accordance with Civil Code. | 90 | \$175.00 |
| 7. Upon receipt of payment in full, a Release of Lien will be recorded. Copies will be sent to all owners of record. | | \$40.00 |
| 8. The Board of Directors will evaluate available remedies under law and determine which to pursue.

A Notice of Intent to Foreclose or a Notice of Impending Lawsuit will be sent to the owner in accordance with California Civil Code requirements. Delinquent owner will be liable for payment of fees and costs. Copies will be sent to the owners of record. | 120

As dictated by the
California Civil Code | \$25.00 |

NOTE: Prior to a Board decision to initiate a foreclosure for delinquent assessments, a homeowner that is delinquent has the right to participate in dispute resolution pursuant to the association's "meet and confer" program required in Article 5 of the California Civil Code (commencing with Section 1363.810) of Chapter 4 or alternative dispute resolution with a neutral third party pursuant to Article 2 of the California Civil Code (commencing with Section 1369.510) of Chapter 7. The decision to pursue dispute resolution or a particular type of alternative dispute resolution shall be the choice of the owner, except that binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

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|---|-------------------|--------------------------|
| 9. Account will be referred to the Association attorney or collection agent. All legal fees and costs of collection will be charged to the delinquent owner. | Upon Board action | Legal fees and costs |
| 10. Interest will be charged on assessments, late fees, and collection fees. | 30 | 12% per annum |
| 11. Copies of documents to multiple owners of record in accordance with Civil Code:
a) One copy only
b) Handling fee for additional copies and/or notary fees | | No charge
\$15.00 ea. |

*All fees may be subject to change.

For overnight payments, mail to: Avalon Management,
Merit Property Management, Inc.
31608 Railroad Canyon Road
Canyon Lake, CA 92587

NOTICE ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure or without court action, often referred to as non-judicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or non-judicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or non-judicial foreclosure subject to the conditions set forth in Section 1367.4 of the Civil Code. When using judicial or non-judicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 1366, 1367.1, and 1367.4 of the Civil Code)

In a judicial or non-judicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use non-judicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a member or a member's guests, if the governing documents provide for this. (Sections 1366 and 1367.1 of the Civil Code)

The association must comply with the requirements of Section 1367.1 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 1367.1 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 1367.1 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 1367.1 of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

PAYMENTS

When an owner makes a payment, he or she may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Section 1367.1 of the Civil Code)

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 5 (commencing with Section 1368.810) of Chapter 4 of Title 6 of Division 2 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 2 (commencing with Section 1369.510) of Chapter 7 of Title 6 of Division 2 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 1367.1 of the Civil Code)

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a timeshare may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exist. (Section 1367.1 of the Civil Code) The board of directors must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. (Section 1367.1 of the Civil Code)