

**TUSTIN ACRES COMMUNITY ASSOCIATION**  
**NOTICE OF CHANGE TO RULES AND REGULATIONS**

***Effective February, 2012***

These Rules and Regulations were designed with the benefit of every owner and resident in mind. Significant homeowner input as well as consideration of all resident's rights and needs were used to develop these Rules and Regulations.

To make a community association work, it takes the cooperation of all homeowners and residents. The Rules and Regulations (in conjunction with the CC&R's) create a guideline that, if everyone follows, ensures that each resident will enjoy living at Tustin Acres. It is not the intent of the Rules and Regulations to take away certain liberties for anyone. On the contrary, it is the goal of the Rules and Regulations to maximize everyone's liberty to enjoy living in the community.

**NON-RESIDENT HOMEOWNERS:** Please provide a copy of the Rules & Regulations to all residents. The Tustin Acres Rules & Regulations should be referenced in your rental agreement. You as the homeowner are responsible to ensure that your tenants comply with both the Rules & Regulations as well as all provisions of any governing documents.

**SPANISH TRANSLATION:** For a copy of these Rules and Regulations in Spanish, please contact the Management Company. Para obtener una copia de las Reglas y Regulaciones en Español, por favor escriba a la Management Company.

**TUSTIN ACRES COMMUNITY ASSOCIATION RULES AND REGULATIONS**  
**Adopted February, 2011**

**SECTION A**  
**BOARD MEETINGS**

According to the "Bylaws of Tustin Acres Community Association", regular meetings of the Board shall be held at least once every three (3) months. However, the Board of Directors usually meets the first Tuesday of every month in the Clubhouse at 7:00 p.m. Homeowners are invited to attend. An open forum for homeowner is held at 7:00 p.m.

**SECTION B**  
**FREQUENTLY USED PHONE NUMBERS**

To report deficiencies in landscaping, repairs needed in the common areas or to the exterior of home units, or problems with monthly association fees, contact the Management Company and ask for the person responsible for Tustin Acres:

Lupe Vargas, Community Manager  
c/o Regent Association Services  
2740 N. Grand Ave., Suite 200  
Santa Ana, CA 92705  
(714) 634-0611  
lvargas@regentcmc.com

Police Emergency	911	Water Department	714-573-3075
Fire/Paramedic Emergency	911	Library	714-544-7725
Animal Control	714-935-6848	Tustin Post Office	714-544-5170
Southern California Gas Co.	800/427-2200	Dial-A-Ride	714-636-7433
Telephone Company	800/491-2355	So. Calif. Edison	800/655-4555
L.A. Times	738-8600	O.C. Register	714-558-3311
Laundry Facilities	800-421-6897		

**SECTION C**  
**ENFORCEMENT OF RULES REGULATIONS AND CC&R' s**

The Board of Directors is empowered by the legal documents of the Association to enforce the Association's Rules, Regulations and CC&R's. The need for enforcement arises when Owners and Residents or their guests are negligent in their responsibility to the community in such matters as:

- a. Payment of dues and assessments
- b. Damaging community property
- c. Infraction of rules of conduct affecting the safety, security and right to quiet enjoyment of others in their use of community property.
- d. Construction of improvements and alterations affecting the architectural integrity of the community without first submitting plans and obtaining Board approval.

The Board can enforce the payment of delinquent dues and special assessments by lien proceedings against the property of the delinquent owner. Fine assessments may be collected in a like manner following receipt of Judgment through appropriate court action. The Board can levy a special assessment against an owner for recovery of costs incurred by the Association as a result of damage caused to community property by a resident or guests. The Board can levy fine assessments for violations of rules of conduct or may obtain court injunctions to restrain continuing violations.

The Board can deal with architectural violations by means of legal injunctions and by abatement proceedings.

LEGAL ACTIONS ON BEHALF OF THE ASSOCIATION ARE EXPENSIVE BUT NECESSARY TO PROTECT THE BEST INTERESTS OF ALL HOMEOWNERS. INDIVIDUALS WHO ACT CONTRARY TO THE CONTROLS, WHICH WE HAVE ALL AGREED TO ABIDE BY, CREATE A FINANCIAL BURDEN ON EACH AND EVERY HOMEOWNER. DO YOUR PART TO SEE THAT THE RULES ARE FOLLOWED OR TAKE ACTION TO SEE THAT THE RULES ARE CHANGED BY A MAJORITY VOTE OF THE HOMEOWNERS. THAT'S THE DEMOCRATIC PROCESS.

## **OBSERVATION OF VIOLATION**

Any member of the community can report violations by writing a description of the violation, the person committing the violation, your name and address and mail it to our management company.

It is not necessary to have two (2) witnesses to report a violation. Action may be taken as a result of ongoing violations.

The observation of any violation reported by at least two (2) parties not residing in the same household causes immediate action taken or a fine levied.

All persons reporting a violation will be kept in the strictest confidence by the Board. All reports of violations must be submitted within 30 days of the event.

## **NOTICE OF VIOLATION**

A notice of violation will be mailed to the violator. Failure to abate the reason for the Notice of Violation within the prescribed time will result in further action being taken by the Board.

## **BOARD ACTION ON VIOLATION**

The person cited will be given the opportunity to appeal the fine and issuance of the notice by supplying the Board with a written explanation concerning the violation. The Board will then review all facts and notify the person concerned about their decision.

## **SCHEDULE OF FINE ASSESSMENTS**

### **Rules & Regulations Violations**

First Offense	Written Warning
Second (or continuing) Offense	\$25.00 fine
Third Offense	\$50.00 fine
Fourth Offense	\$100.00 fine
Fifth & Subsequent Offenses	\$150.00 fine

***Construction of improvements without Architectural approval:***

First Offense  
Failure to Correct

Written notice to correct  
\$100.00 fine

Depending on the nature of the violation, the Board is empowered to adjust fines as is appropriate and correct violation billing back to Homeowner.

**TENANT VIOLATIONS**

Tenants are bound by the Rules, Regulations and CC&R's and the property owners are subject to enforcement by the Board of Directors. The homeowner will be held responsible for payment of any fine. The homeowner will also be liable for payment of special assessments resulting from damage caused to community property by tenants and their guests.

**GUEST VIOLATIONS**

Residents will be held totally responsible for the actions of their guests while on Community property. Notice of Violation may be issued to a homeowner or tenant if a guest commits a violation. It is the responsibility of the homeowner or tenant to advise guest of any Rule or Regulation that may apply (parking, speeding, pet control, pool rules or any other rule that may affect the rights of residents).

**SECTION D**  
**RULES AND REGULATIONS**

This list of rules should not be used as a complete list. All persons are encouraged to read their CC&R's.

The Bylaws state that "Each member shall be entitled to the use and enjoyment of the Common Area..." We also need to be mindful that we do not interfere with our neighbor's peaceful enjoyment of their own home. Please do not disturb your neighbors with loud music or loud voices. Close your doors and windows to keep in the noise, if necessary, and please be mindful of the neighbors who share a common wall.

**ARCHITECTURAL**

- A. No fence, wall, building, sign or other structure or exterior addition to or change or alteration thereof or landscaping or other matter requiring the approval of the Architectural Committee as hereinafter provided, shall be commenced, constructed, erected, placed, altered or maintained or permitted to remain on Tustin Acres or any portion thereof, until plans and specifications have been submitted for approval in writing by the Architectural Committee.
  
- B. The Committee will consider only written requests.

- C. Said plans and specifications, as described in Section 7.01 of said Declaration of Covenants, Conditions and Restrictions (CC&R's) shall be sufficiently detailed so as to permit the Architectural Committee to make a fair and reasonable evaluation on the conformity thereof to the CC&R's and the rules and regulations. Necessary data would include the height, width, length, size, shape, color and location of the proposed improvement. Photographs or sketches of similar completed projects would aid in Committee's consideration. If the alteration affects the existing drainage pattern, then the proposed drainage pattern must be included.
  
- D. Said plans and specifications, including garage conversions, together with a letter describing the proposed improvement and such other information as the applicant feels would be valuable in aiding the Committee in the evaluation of the application, should be submitted to the Architectural Committee by mailing the plans to the Management Company.
  
- E. The Committee will answer a request as promptly as possible. If the Committee fails to reply to the applicant within (30) days, then the request is to be resubmitted to the Committee. Proof of delivery to the Committee is the responsibility of the submitting member.
  
- F. If a proposal is rejected, the applicant is free to request that the Committee reconsider its position and is encouraged to present new or additional information, which might clarify the request or demonstrate its acceptability. Final appeal may be made to the Board of Directors.
  
- G. Any addition to an existing building, any exterior alterations, modifications or change to an existing building, or any new detached structure must have the approval of the committee before any work is undertaken. Examples of such projects include a deck, greenhouse, storage shed, and fireplace; provided, however, that the storage shed and other removable structures which are finished in color tones consistent with the surrounding structures, located only in the patio area, and not exceeding the height of the fence may be erected without prior Architectural Committee approval.
  
- H. Any addition, exterior alteration, modification, or change to an existing building shall be compatible with the design character of the original building. Any new-detached structures shall be compatible with the parent structure.

- I. Due to the regulations of the City of Tustin regarding maximum lot coverage, construction of covers or roofs over patios or exterior additions to the residential elements of any unit is not permitted. However, to the extent such covers or roofs over patios or other exterior additions are permissible, they are subject to the review of the Architectural Committee.
- J. Only the exterior materials existing on the parent structure or compatible with the architectural design character of the community will be approved.
- K. Exterior color changes will be approved only if the proposed color is in harmony with the other existing homes in the community or if the color is similar to the colors originally employed in the community.
- L. In general, only those areas that are painted may be repainted; only those areas that are stained may be re-stained; unpainted surfaces and unstained areas, such as brick, shall remain unpainted and unstained.
- M. Any fence or screen must have the approval of the Committee prior to installation thereof. The Board has authorized specific screen doors. Wooden screen doors are not permitted. A current list of approved styles is available from the Management Company.
- N. Every effort will be made by the Committee to keep all fencing or screening as harmonious as possible with the architectural character of the community.
- O. The Committee will not approve an application for the installation of chain link or other galvanized metal fencing.
- P. Landscaping work and planting in general do not require the approval of the Committee (in the patio area). However, the Architectural Committee shall have the right, but not the obligation, to require any member to remove, trim, top or prune any shrub, tree, bush, plant or hedge which the Committee reasonably believes materially obstructs the view of any residential unit. Notwithstanding the foregoing, any owner may construct or install improvements, including landscaping, to the surface of his patio without obtaining the prior approval of the Architectural Committee provided such improvements are of a height no greater than the fence.

- Q. No projections on the roof of any unit, including television antennas and satellite dishes, are permitted without prior approval of the Architectural Committee. If exterior antennas are erected, they shall be located as inconspicuously as possible towards the rear of the unit.
  
- R. Exterior lighting shall not be directed in such a manner as to create annoyance to the neighbors and shall be limited to the patio areas.
  
- S. Trash and garbage containers shall not be permitted to remain conspicuous. Further, no weeds, rubbish or debris may be allowed to accumulate on any homeowner's property, including but not limited to said homeowner's parking spaces and common areas.
  
- T. Approval of any project by the Committee does not waive the necessity of obtaining the required City and County permits. Further, obtaining the County permit does not waive the need for Committee approval. The Committee will not knowingly approve a project that is in violation of the County or Municipal building or zoning codes.
  
- U. No windows shall be covered with aluminum foil or other similar material. The side of all drapes, and other similar window coverings, viewed from the outside of a residential unit, shall be white or off-white.
  
- V. The Committee must first approve any electrical, plumbing, or interior structural alterations. Without limiting the generality of the foregoing, the following are examples of structural alterations requiring prior approval of the Committee: Addition or enlargement of a window, removal or structural alterations of an interior wall, installation of central air conditioning or heating facilities. The foregoing regulation does not contemplate prior Committee approval of the following: Replacement of light switches, water fixtures, drains and other similar alterations.



- W. Each homeowner must maintain, repair and replace glass doors and windows, electrical, plumbing and heating units, air conditioning units, and any damaged walls, doors or ceilings. In addition, each homeowner must maintain in good repair his patio, the interior side of the fence and any plants therein. If a homeowner fails to perform any of the above repairs, the homeowner's Association has the authority to enter the premises at a reasonable time, make any and all necessary repairs and collect such amounts from the homeowner. If the homeowner fails to make timely reimbursement, then the homeowner's Association may charge such homeowner with a special assessment. If said special assessment is not paid, a lien therefore shall be established against the property which lien shall be subject to foreclosure.
- X. No Fruit trees, bushes of any kind are to be planted anywhere within the Common area or in the patio areas. No chili bushes, vegetables are to be grown, planted in the common areas.
- Y. No alcohol beverages are to be consumed in the common areas.

## **POOL RULES**

1. **RISK: ALL PERSONS SWIM IN AND USE THE POOL AT THEIR OWN RISK.**  
  
**NO LIFEGUARD IS ON DUTY.**
2. CHILDREN: ABSOLUTELY NO CHILDREN UNDER THE AGE 14 WILL BE ALLOWED IN THE SWIMMING POOL AREAS UNLESS ACCOMPANIED BY AN ADULT RESIDENT (OVER 21). Thereafter, the adult assumes the responsibility for the child and for the child's safety and for the compliance with these Rules and Regulations. Residents may not supervise more than five (5) children, including their own.
3. HOURS: 7 AM -10PM
4. GUESTS: The pool is reserved exclusively for the use of residents of Tustin Acres. **ALL GUESTS MUST BE ACCOMPANIED BY THE ADULT RESIDENT (OVER 21) AT ALL TIMES. RESIDENTS RESERVE THE RIGHT TO RESTRICT THE USE OF THE POOL TO RESIDENTS ONLY IF THE POOL BECOMES TOO FULL. NO PARTIES ALLOWED.**

5. **PROPER ATTIRE:** Proper bathing attire is required. No cutoffs, T-shirts, shorts, undergarments, diapers, etc. are allowed. Nudity is against the law and will not be permitted.
6. **PLAYING:** Running, diving, horseplay, wrestling, use of profanity, jumping or any other noisy behavior disturbing to any other residents will not be allowed in or around the pool.
7. **TOYS:** No toys, balls, rafts, Styrofoam floats or inner tubes will be allowed in the pool at any time. State or medically approved life jackets or floating devices are accepted.
8. **FOOD AND DRINKS:** Food or beverages may be served around pool provided plastic or paper containers or dishes are used. No glass is allowed in the pool area. **NO ALCOHOLIC BEVERAGES AT ANY TIME SHALL BE SERVED OR CONSUMED IN OR AROUND THE POOL AREA.** Please throw trash in containers provided in pool area.
9. **PETS:** Pets are not permitted in the pool area at any time.
10. **FOREIGN OBJECTS AND TRASH:** Hair pins, bobby pins or any other metal or foreign objects shall be removed from the hair prior to use of pool. There shall be no throwing of trash, dirt clods or other extraneous material into the pool. Should the pool need cleaning or equipment need repair for violation of this rule, the responsible resident will be charged.
11. The safety equipment located at each pool **must not** be regarded as play equipment. Please encourage all to respect this rule.
12. Must have Key Tag & Key while in the pool areas

## **GROUNDS**

- A. Bicycles, skateboards, skates, scooters or roller blades may not be ridden within the gates of the Community.

- B. No more than two pets may be kept. No livestock, poultry or exotic animals (with the exception of cage birds) may be kept in a homeowner's unit.
- C. Dogs must be on a leash when outside the confines of the individual's dwelling unit. No dog over 20 pounds is allowed.
- D. No pet shall be fenced, housed or tied in any area outside of the confines of the individual's dwelling unit.
- E. Pet owners shall be responsible for cleaning up any messes left by their pets in the Association's common areas.
- F. Animal Control can enforce a city ordinance regarding barking dogs. Please report all incidents to the Management Company in writing.
- G. Playing on gates and light posts or in driveways or carports is strictly prohibited.
- H. Residents will end activities in Tustin Acres common area at: 6:30 p.m. in the months of October through April  
8:00 p.m. in the months of May through September.
- I. The use of baseball bats will not be permitted in or on the Common areas of the Tustin Acres Community.
- J. ONLY Nerf-type balls will be permitted on Tustin Acres Community Common Areas.
- K. No BBQ and/or picnicking within Tustin Acres
- L. No Yard Sales within Tustin Acres
- M. No blow-up houses etc within Tustin Acres
- N. The front yard planter areas are Community property whether they have privacy fences or not. The Board of Directors must approve any landscape improvements in the common area. Any landscaping improvements made without prior approval are in violation.

1. Two copies of proposed landscape shall be submitted to the Board.
2. The plans shall include proposed plants, groundcover, stepping-stones, etc. The approximate plant size, nursery container size and quantity must also be included. This plan must be to scale. Plans may be submitted to the Management Company.

O. Front yard landscape area guidelines:

1. Plants that are used previously throughout Tustin Acres common area are a good beginning.
2. Plants that will outgrow the landscape area or require excessive pruning to maintain will not be accepted.

## **PARKING RULES AND REGULATIONS**

These parking rules and regulations (the “Rules”) have been adopted and will be enforced by the board of directors of the association and its agents as permitted under the covenants, conditions, and restrictions for Tustin-Acres Condominiums (the “CC&R’S”). These rules supplement the provisions of the CC&R’s. They may be modified and amended from time to time by the board of directors. Violators of the rules may be cited and/or their vehicles towed if any rule is violated in accordance with the procedures adopted from time to time by the board of directors of the association. Any towing of vehicles will be at the vehicle owner’s expense.

### **Parking Permits:**

Black Permit:	Parking Permit (2) 1 – Open 1 -Exclusive
Purple Permit:	Visitor Parking Permit
Yearly tag for Permit:	Each Parking Permit will have a yearly registration sticker which must not be removed.

### **Parking Areas:**

1 <sup>st</sup> Level Parking Structure:	Exclusive Parking
2 <sup>nd</sup> Level Parking Structure:	Exclusive Parking
All Carports:	Exclusive Parking
All Garages:	Exclusive Parking
Handicap Parking:	Displayed by Handicap & Black Open Parking Permit

Visitor Parking: Main Street East Parking outside of entrance gate  
3<sup>rd</sup> Level Parking: Visitor Purple Parking Permit or Black Open Parking Permit  
Open Parking: Must display a Black Open Permit at all times

**All Residents get 2 hangers:**

2 – Black Permits – Must be displayed in rearview mirror **at all times within Tustin Acres**  
1 Purple Visitor Parking Permit – Must be displayed while parking in Visitor Parking at Main Street entrance and 3<sup>rd</sup> level parking structure.

**Open Parking: Vehicle must be moved within 72 hours.**

Any Parking space without a Roof is considered Open Parking. First come, First Serve, 72 hour parking. All Residents using Open Parking **MUST** have their Black Open Permit visible in vehicle.

**Visitor Parking:**

Each Resident gets 1 Purple Visitor Permit - Must be used by Visitor **ONLY**.

\*NOTE: Vehicles with Purple Visitor Permit parking in Visitor Parking more than a 72 hour period will be **TOWED** at the owner's expense

**Handicap:**

Must display Handicap hanger and/or have handicap plates on vehicle **AND** Black Open Permit while parked within Tustin Acres Handicap Marked Space

**NEW Parking Rules:**

1. Must display Black Parking Permit in Vehicle while within the Gates of Tustin Acres.  
EXCEPTION: 3<sup>rd</sup> Level Parking Structure must have Black Open permit OR Purple Visitor Permit Parking.
  2. Must display hangers so it can be visible by Patrol
  3. Open Parking classified as an open parking space without a roof.
  4. Visitor Parking – East Main street **BEFORE** entering gate & 3<sup>rd</sup> Level parking structure
  5. Visitor Parking – 72 hour Visitor parking **ONLY**, no residents can use Purple visitor permit
  6. **Absolutely NO** Backing your Vehicle Anywhere within Tustin Acres or its Visitor Parking Areas.
  7. **Absolutely NO** Parking in Fire Lanes, along fencing, along laundry rooms.
  8. **ONLY** Two (2) vehicles Allowed within the Gates of Tustin Acres
  9. Lost Hangers/replacement of hanger - \$100.00
  10. **NO** Lending, selling, trading of any Tustin Acres hangers
  11. Any vehicle displaying a hanger that has been replaced will be listed on a **LOST** list (Patrol will monitor for **LOST** tags. If **LOST** tag is displayed on vehicle, owner will receive 2 warnings and the 3<sup>rd</sup> display will be towed at vehicle owner's expense.
  12. **NO** Permit should be tamper with or destroyed.
  13. New registration ID tag will be updated every year with New Year for Parking Permits
- Fines & towing will be enforced for anyone not following Parking Rules.**

1. No truck which will not fit entirely within an Owner's Exclusive Parking Area, mobile home, boat, trailer, recreational vehicle of any kind or similar equipment shall be kept, stored, parked (other than temporarily), maintained, constructed or repaired on any property within Tustin Acres Condominiums; provided, however, that the provisions hereof shall not apply to emergency minor vehicle repairs if promptly undertaken and completed.
2. No car repairs of any type are permitted outside of an Owner's exclusive parking area.
3. No vehicle, including those with valid permits, may be stored in any parking area, including Exclusive Parking Areas, and all vehicles must be in running condition, regularly operated, and have current registration.
4. Only two vehicles per Unit will be permitted within the gates of Tustin Acres Condominiums.
5. Any additional vehicles must be parked outside of the Property.
6. No property may be stored within a parking or carport area other than within the pre-designated carport storage areas. This includes, but is not limited to, boxes, tools, wood, furniture, car maintenance items, drip pans and other items of personal property of whatever nature.
7. Parking is permitted in designated parking stalls only. Vehicles parked in undesignated areas will be towed away without warning at the expense of the owner of the vehicle.
8. All vehicles parked in any space within the gates of Tustin Acres, including Exclusive Parking Areas, garages, carports or anywhere on the Property of Tustin Acres Condominiums must display a Tustin Acres Condominium Parking Permit with the serial number facing the rear of the vehicle from either the rear view mirror or affixed to the rear window on the driver's side at all times. Visitor Parking **MUST** display Visitor Parking hanger while in the Visitor Parking. Vehicles without a properly displayed current parking permit are subject to citation and/or towing at the vehicle owner's expense without warning.
9. Parking permits are the property of the Association. Lost, stolen or missing permits will be removed/cancelled from the authorized listing of serial numbers and will be replaced at a cost to the Owner of condominium at **One Hundred Dollars (\$100.00) each**. Once a parking permit serial number is removed/cancelled from the authorized listing, it cannot be reinstated. Any vehicle found on the premises with a lost, stolen will be towed from the premises after 2 warnings at vehicle owner's expense. Upon sale of a condominium, permits **must be transferred to the new Owner**.
10. Vehicles must not be leaking any fluids. Owners are responsible for the immediate cleanup of vehicle fluid spills. Owners in violation of this section are subject to escalating fines in accordance with the CC&R's.

11. The Guest Parking Area is a 72-Hour **Guest** parking area **only**. Violators can be cited, fined or towed.
12. The above Parking Rules and Regulations govern ALL parking at Tustin Acres Condominiums including the parking of owners, their residents, and their guests. Owners are responsible for informing their residents and guests of the above Parking Rules and Regulations.
13. Vehicles must be pulled forward, no backing in, as they will be towed immediately without warning.

## **TRAFFIC REGULATIONS**

- A. Maximum speed within Tustin Acres is **5 MPH**.
- B. Riding of motorized vehicles on pathways or greenbelts is strictly prohibited.

## **USE OF LAUNDRY**

- A. Hours of Operation: 7:00am – 10:00pm
- B. Laundry rooms are for the exclusive use of Tustin Acres residents.
- C. Use trash receptacles for disposal of trash.
- D. Observe directions for washing and drying machines.
- E. Close and lock doors when unoccupied.
- F. CALL Webb at (800) 421-6897 for any problem that you might have with the machines or drains.

## **USE OF ASSOCIATION COMMON AREAS AND BUILDINGS**

**A. Residents and their guests shall not cause damage to any part of Association common areas, building or recreational facilities. Damage caused by pets shall be the responsibility of the owner.**

### ***B. Signs (sale of unit)***

One (1) standard 18" X 24" sign in front of the homeowner's unit.

One (1) standard 18" X 24" sign in the common area to be removed nightly.

## **SECTION E CLUBHOUSE RESERVATION**

To make a reservation first call the management company. You will be given the name of the person to contact to make reservations for the rental of the clubhouse.

A security deposit of \$250.00 plus a \$50.00 rental fee is required on all rentals (cash or money order only). The deposit will be refunded in full if there are no unusual cleaning costs and property damage repair or replacement expenses.

## **RESERVATIONS WILL ONLY BE ACCEPTED FROM ADULT RESIDENTS OF TUSTIN ACRES.**

RESERVATIONS ARE MADE SUBJECT TO THE TERMS AND CONDITIONS LISTED ON THE RENTAL AGREEMENT, SOME DETAILS ARE LISTED BELOW:

1. Adult Resident making reservation is responsible for all damage and clean-up.
2. Adult Resident making reservation is to be present at all times and is the responsible party.
3. Activities must terminate at 10 p.m.
4. No "Open Houses" - Guests by invitation only.
5. No admission fee, donation, or paid ticket function will be held. This is to include fund raising for any political, charitable institutional or educational organization. The only exception would be fund raising functions for groups or committees within the Tustin Acres Community, where the funds will be utilized for the benefit of Tustin Acres.
6. No fee, admission charge or price shall be charged for distribution or service of any alcoholic beverages at any party. No organization shall plan any central, or organized distribution of liquor even though no fee, contribution or charge is demanded or asserted. All State of California Alcoholic Beverage Laws and Ordinances must be complied with.
7. All activities are to be confined to the inside of the Clubhouse. All other areas including pool areas are off limits to those attending the party.
8. Noise: Please be considerate of your neighbors.
9. Guests and hosts are subject to all Tustin Acres Rules and Regulations and CC&R's with particular regard to parking.
10. Guests and hosts will vacate the Clubhouse and adjacent areas immediately if so requested by a member of the Board, Pool Committee Representative, any Police or Fire Department Representative or by the Management,
11. All appliances, lights, heating, and air conditioning will be turned off and all doors closed and locked before leaving.
12. Excessive noise or misuse of Clubhouse will result in the levy of a fine of \$25 and can result in suspension of right to use the Clubhouse facilities in the future.
13. Live music will not be permitted at private parties.
14. No Disc Jockeys, amplifiers or live bands will be permitted at private parties.
15. Maximum room capacity is 40 persons.
16. The Clubhouse key will be returned promptly.
17. Hosts shall inform guests of allowable parking areas.
18. Any violation of the Agreement will result in an immediate fine.

Tustin Acres Community Association



Declaration of Rules and Regulations Regarding  
Antennas, Satellite Dishes and Other Communication Equipment  
Adopted October 26, 1999

**(a) All radio antennas, television antennas, B.B. antennas, satellite dishes and other** transmitting or receiving device must either be wholly contained within the homeowner's unit or area under homeowner's exclusive use or control, or be approved in writing by the Architectural Committee. The Federal Communications Commission (FCC) has issued regulations that would supersede the Declaration in certain ways. In addition, the California Civil Code contains certain provisions that are effective with respect to installation of devices on common areas. Therefore, the following regulations are intended to comply with the FCC regulations, the California Civil Code and the Tustin Acres Community Association Declaration, as applicable.

These regulations are subject to modification to comply with any new Federal or State laws or FCC regulations. Please check with the Association before installation.

If you want to install a satellite dish of one (1) meter or less ("DBS"), a multi-channel multipoint distribution service device ("MMDS") or a television broadcast service antenna ("TVBS"), on an exclusive use common area in a condominium, please refer to Section (b).

If you want to install one of the above devices on the common area of a condominium, over which you do not have exclusive use or control, please refer to Sections © and (d).

If you want to install a satellite dish greater than one (1) meter, please refer to Section (d).

**(b) Satellite dishes ("DBS") of one (1) meter or less, Multi-channel Multi-point Distribution Service Devices ("MMDS") and Television Broadcast Service Antennas ("TVBS") at condominium projects at exclusive use common areas (areas in which the homeowner has a direct or indirect ownership interest in the area in which the device is sought to be installed, and that area is within his or her exclusive use or control):**

The FCC has issued Regulations concerning the installation of the specified devices and did not want to require prior Architectural Committee review and permits, primarily because of the time delay. In Tustin Acres Community Association, this review is thirty (30) days and often much less. The Association is, nevertheless, still allowed to regulate certain aspects of the appearance, location and installation of these devices. Our members, therefore, in order to continue the overall excellent aesthetic appearance of Tustin Acres Community Association and to contribute to the Association's ability to maintain the Community's high standards, are urged to install their

devices in such a manner as to be least visible. Also, homeowners may ask for an advisory review by the Association before the initial installation of devices and are encouraged to do so. However, these devices described above may be installed without a Home Improvement Application. In either case, the homeowner shall nevertheless register such devices before or after installation. If in the opinion of the Architectural Committee, the device may be placed in a less visible location without increasing the cost of installation (and not including the initial installation cost accomplished without Architectural • Review) maintenance or use, the homeowner may be required to install it in, or move it to, that less visible location, or alternatively, screen it or paint it to blend in with the architectural design of the unit.

Homeowners proposing to install devices with masts of twelve (12) feet or more in excess of the roofline must file a Home Improvement Application first and receive approval before installing such a device.

**(c) All satellite dishes greater than eighteen (18) inches but no greater than one (1) meter,** all MMDS devices and TVBS antennas for installation in condominium common areas (areas in which the homeowner has a direct or indirect ownership interest in the area in which the device is sought to be installed but that area is not within his or her exclusive use or control).

A Home Improvement Application and approval is required before installation. Also, the Association must first determine that the proposed installation on common area is within the homeowner's property rights.

Satellite dishes with a diameter of greater than eighteen (18) inches but no greater than one (1) meter present significant aesthetic issues such as a much greater mass than an eighteen (18) inch dish and/or non-harmonious architectural visual appearance in the case of antennas. Therefore, this type of satellite dish (18 inches to the one [1] meter), MMDS device, or TVBS antennas must be installed so that it is not visible from any street or common area. Specifically, the dish or antenna shall not be visible from view from the adjacent streets, public sidewalks, trails, paseo, walkways, green belts, parks and surrounding properties by the use of fences, hedges, or other appropriate plant materials. Such visual mitigation shall be designed so that the dish or antenna is screened from view upon installation.

**(d) All satellite dishes eighteen (18) inches or less for installation in condominium**

Common areas (areas in which the homeowner has a direct or indirect ownership interest in the area in which the device is sought to be installed, but that area is not within his or her exclusive use or control):

A Home Improvement Application and approval is required before installation. Also, the Association must first determine that the proposed installation on common area is within the homeowner's property rights.

The eighteen (18) inch (or less) satellite dish shall, if at all possible, without significantly increasing the cost of this system or significantly decreasing the efficiency or performance, be installed so that it is not visible from any street or common area. Specifically, the dish or antenna shall not be visible from view from the adjacent streets, public sidewalks, trails, paseo, walkways, greenbelts, parks and surrounding properties by the use of fences, hedges, or other appropriate plant materials. Such visual mitigation shall be designed so that the dish or antenna is screened from view upon installation. 3. For those (18) inch (or less) satellite dishes that cannot be fully screened from view as above delineated without or significantly interfering with its efficiency or performance, or significantly increasing the cost of the system, the Architectural Committee will review the possible visual mitigation on a case by case basis, with a view toward reasonably minimizing its visual impact.

**(e) All satellite dishes with a diameter greater than one (1) meter: A Home Improvement Application and approval is required before installation. Also, the Association must first determine that the proposed installation on common area is within the homeowner's property rights.**

The dish antenna shall be ground-mounted at the lot's grade level. All dish antennas shall be located in such a manner as to be behind a wall or 'solid fence. Where possible, side and rear yard setbacks of five (5) feet will be maintained from the property line. The height of the adjoining finished grade to the topmost part of the antenna shall not exceed six (6) feet nor shall the topmost part of the antenna exceed eighteen (18) inches above the nearest fence. The dish antenna shall be screened from view from the adjacent streets, public sidewalks, trails, paseos, walkways, green belts, parks and surrounding properties by the use of fences, hedges, or other appropriate plant materials. Such visual mitigation shall be designed so that the dish or antenna is screened from view upon installation. Adjoining neighbors shall be informed by the requesting homeowner that there may be some sound/noise associated with the satellite dish when changing positions. Adjoining neighbors will acknowledge this awareness on the submitted plans and the Home Improvement Application.