

THE BRIDGES COMMUNITY ASSOCIATION

RULES AND REGULATIONS

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THE BRIDGES COMMUNITY ASSOCIATION RULES AND REGULATIONS

1. INTRODUCTION

ASSOCIATION LIVING REQUIRES THE FULL COOPERATION OF ALL RESIDENTS. IT IS IMPORTANT THAT EACH OWNER/RESIDENT FAMILIARIZE THEMSELVES WITH THE FOLLOWING RULES AND REGULATIONS IN ORDER TO ENSURE THAT ALL THE RESIDENTS OF THE BRIDGES COMMUNITY ASSOCIATION ENJOY THE QUALITY OF LIFE OFFERED BY THIS WONDERFUL COMMUNITY.

The Board of Directors, pursuant to the authority granted to it in the Declaration of Covenants, Conditions and Restrictions (Declaration) and the Bylaws, has established the following Rules and Regulations (Rules), which are in part taken directly from the Declaration. The success of any community is founded on the principles of common decency, respect, and consideration for the basic rights of neighbors. These Rules will serve as a ready reminder and reference of the various obligations residents have to one another in day-to-day living.

Provisions for these Rules, and the authority for enforcement, are contained in the Declaration and the Bylaws, which were given to you when you bought your home. These Rules are intended as a supplement to the Declaration, not a replacement. All provisions of the Declaration not referenced in this document remain in full force and effect and must be adhered to by all Owners and residents. It is the responsibility of each Owner to make their guests, residents, and tenants aware of the restrictions of these governing documents. **However, it is the Owner, as a member of the Association, who remains responsible for the conduct of his or her residents, tenants and guests.** Many Owners include in their lease/rental agreement a termination and/or eviction clause in the event of a violation of the Association's Declaration, Bylaws, or Rules by the tenant.

The Board of Directors establishes and enforces these Rules, manages the financial affairs of the Association, and oversees the operation and maintenance of the Association facilities and the Common Area. In each of these duties, the Board is assisted by a contracted management company.

This document may be changed by the Board periodically as needed. All capitalized words shall have the same meaning as set forth in the Declaration unless otherwise stated herein.

2. MANAGEMENT COMPANY

The Association employs a professional management company to advise and assist the Board in carrying out its duties. The management company, in turn, contracts out various maintenance and repair work to service companies specialized in their respective fields. Monthly association fees are collected and deposited in the Association's account by the management company. Association bills are then paid out of this same account.

A primary responsibility of the management company is to receive and process Owner and resident requests with respect to the maintenance of Association common areas. The management company will then contact any necessary service company. The Association will not be responsible for any unauthorized work by a service company. The management company is:

Walters Management
9665 Chesapeake Drive, Suite 300, San Diego, CA 92123-1364
Phone: 858.495.0900 / Fax: 858.495.0909

3. DESIGN REVIEW GUIDELINES

The Board has established design review guidelines to ensure that the appearance of the community is maintained. The current guidelines are maintained at the Association office. It is suggested that prior to starting any work, you should obtain a current copy of the guidelines. Please be advised that unauthorized alterations, improvements or any other construction is subject to enforcement action as outlined in the Declaration.

4. CONSTRUCTION & LANDSCAPE MAINTENANCE SERVICES HOURS & HOLIDAY CLOSURES

- a. All contractor and service personnel are required to enter and leave through the security gate. Hour of entry is 7:45 a.m. and exiting time is 5:30 p.m. or dusk on Monday through Friday. Hours of work are between 8:00 am and 5:30 pm or dusk. Monday through Friday.
- b. Construction and landscape maintenance service personnel is not allowed entry on the following holidays; New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. If a holiday falls on a weekend, there may be a designated day during the week in which there will be a closure.

5. GUESTS

Guests must abide by all rules and regulations. Residents/Owners are responsible for the conduct and actions of their guests.

6. RESIDENTIAL USE

All Lots, except community Common Area Lots, shall be known and described as Residential Lots and shall be used for no purpose other than residential purposes. An Owner that rents a Lot to a Single Family shall do so pursuant to a written lease or rental agreement subject to all of the provisions of the Master Declaration. (See Section 10.1 of the Declaration)

7. COMMERCIAL USE

No part of a Lot or dwelling shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such nonresidential purpose unless all requirements within Section 10.2 of the Declaration are met.

8. SIGNS

Subject to California *Civil Code* Sections 712 and 713, no sign, poster, billboard, balloon advertising division or other display of any kind shall be displayed within the Properties or on any public street within or abutting the Properties except for the following signs, so long as they comply with applicable County ordinances:

- a. Signs (regardless of size or configuration) used by Declarant in connection with construction, alteration or development of the Properties and the Annexable Territory or sale, lease or other disposition of Lots in the Properties or the Annexable Territory,

Parking for Parties: If an Owner has a party which includes 25 or more vehicles, the Owner shall hire a valet service to park cars and an Association guard to direct traffic. The host Owner shall be responsible for his/her guests' conduct and violations of the Governing Documents. Please contact the Management Company for more information.

Parking Overnight:

No overnight street parking is allowed by residents.

Parking in Garages: Subject to the restriction on Prohibited Vehicles, all vehicles owned or operated by or within the control of an Owner or a resident of an Owner's Lot and kept within the Properties must be parked in the garage of that Owner to the extent of the space available; provided that each Owner shall ensure that any such garage accommodates at least two (2) full-sized Authorized Vehicles. No repair, maintenance or restoration of any vehicle may be conducted on the Properties except within an enclosed garage when the garage door is closed, provided such activity is not undertaken as a business, and provided that such activity may be prohibited entirely by the Board if the Board determines that it constitutes a nuisance.

Parking Restrictions: The Board may enforce all parking and vehicle use regulations applicable to the Properties, including removing violating vehicles from the Properties pursuant to California Vehicle Code Section 22658 or other applicable ordinances or statutes. There shall be no blocking of the fire access lanes. If the Board fails to enforce any of the parking or vehicle use regulations, the County may enforce such regulations in accordance with applicable laws and ordinances.

11. ANIMALS

No animals, fowl, reptiles, poultry, fish or insects of any kind ("animals") may be raised, bred or kept on the Properties, except dogs, cats, fish, birds and other usual household pets may be kept on Lots, provided that they are not kept, bred or maintained for commercial purposes, and not kept in unreasonable quantities, in violation of any applicable local ordinance, or in violation of the Restrictions. As used in this Master Declaration, "unreasonable quantities" ordinarily and more than two (2) pets per household, provided however that the Board may determine that a reasonable number in any instance may be more or less. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Properties must be either kept within an enclosure or on a leash held by a person capable of controlling the animal. Any Owner shall be liable to each and all remaining Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Properties by such Owner or by Such Owner's family, tenants or guests. Each Owner shall clean up after such Owner's animals which have used any portion of the Properties, including the Common Areas and Lots, or public street abutting or visible from the Common Area.

12. BASKETBALL STANDARDS

No basketball standards or fixed sports or play apparatus shall be installed or attached on any dwelling or garage or other structure except as approved pursuant to Page 15 of the Design Review Guidelines dated September 15, 2004.

No Temporary Basketball standards shall be constructed or used within the Villas.

Temporary Basketball standards shall be allowed within the custom lots, provided however, they are screened from view from a neighbor, from the common area, the common area streets, and the golf course. If a temporary basketball standard is placed within such private lot it shall also not create a noise disturbance. A temporary basketball standard shall be removed within 48 hours of use to a location on a Lot that is not visible to a neighbor, from the common area, the common area streets, or the golf course.

13. TRASH AND UNSIGHTLY ITEMS

No trash may be kept or permitted upon the Properties or on any public street abutting or visible from the Properties, except in sanitary containers located in appropriate areas screened from view, and no odor may be permitted to arise therefrom so as to render the Properties or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Such containers may be exposed to the view of neighboring Lots only when set out for a reasonable period of time (not before noon on the day before trash collection and removed by 7:00 p.m. the day of trash collection). No exterior fires are permitted, except barbecue fires contained within receptacles therefor and fireplaces and fire pits in enclosed areas and designed in such a manner that they do not create a fire hazard. No clothing, household fabrics or other unsightly articles may be hung, dried or aired on or over any Lot. No plants or seeds infected with noxious insects or plant diseases may be brought upon, grown or maintained upon the Properties.

14. ANTENNAE AND SATELLITE DISHES

Owners are prohibited from installing any antennae on the exterior of a Residence for any purpose, except for an "Authorized Antenna," which may be installed so long as the proposed location for such installation is reviewed by the DRC prior to installation in order to ensure that the visibility of the Authorized Antenna is minimized with respect to other Owners.

15. REAL ESTATE AGENT PROCEDURES

When a property is listed for sale in The Bridges, the property owner shall contact the front gate with information containing the listing agent(s) name and contact information. Also, any material change to the listing such as pending transaction, sold, closed and or cancelled listings shall be communicated to the front gate.

Showing procedure:

The listing agent shall escort the client or other Realtor at all times. The listing agent shall escort each client from the Sales Pavilion parking area to the home or homes being shown. In turn, the agent shall escort the clients out the front gate when the showings are completed. The listing agent shall provide a business card to the front gate.

No generic open house signs or flags shall be permitted. Real Estate signs are subject to Design Review Committee guidelines and approval.

When a client arrives at the gate house stating they wish to see a specific home in advance of the listing agent's arrival, they will be re-directed to the Sales Pavilion where they shall park. The front gate will contact the listing agent that may be at the home waiting for their client's arrival. The agent will drive and meet the clients at the Sales Pavilion parking area. They will then proceed to the home or homes being shown, and escort them out the gate when the showings have been completed.

UNDER NO CIRCUMSTANCES WILL THE GUARD ALLOW ANYONE ACCESS TO THE BRIDGES FOR A SHOWING WITHOUT AN ESCORT.

When there are multiple showings on the same day, the authorized agent will escort the client to all the showings. Once the showings are completed, the agent is to escort the client out the front gate.

Client Showing:

The listing agent, or his/her agent designee as identified in advance to the gate guard, shall escort clients directly to and from the listed property for a showing. The date, time and name of the agent designee shall be provided to the guard in advance to gain access to The Bridges. **The agent designee shall present his/her card to the guard** before entering The Bridges.

16. GOLF CART RULES

- a. Golf carts, which includes low-speed vehicles (Neighborhood Electric Vehicles (NEV)) shall comply with sections 345 (definition of golf cart); 21115 (driving on roads within the development); and 21115.1 (crossing roads within the development) of the Vehicle Code.
- b. Golf carts shall be operated in a safe manner, driven by a Licensed Driver, and operated within all speed limits, parking rules, and traffic laws.
- c. A golf cart shall not carry more persons than the number it was originally designed to seat.
- d. Golf carts shall only be driven on improved streets open to vehicular traffic and parked in approved areas.
- e. Golf carts shall be maintained: (i) in a safe operating condition; (ii) in original factory standards of appearance; and (iii) in a clean condition.
- f. Every lot Owner shall be responsible for his/her actions and omissions, and that of his/her family members, guests, tenants, invitees, and licensees regarding the use and maintenance of golf carts.
- g. Golf carts shall be operated during daylight hours only unless equipped per section 24001.5 of the Vehicle Code. (Lights, turn signals, etc.)
- h. Golf carts shall be parked within an Owner's garage when not in use.
- i. A golf cart shall not be parked in a manner which either restricts the passage of pedestrians or vehicles over streets or sidewalks within the Project, or which extends beyond the limits of the space where it is parked.
- j. In the case of Owners who are current members of the Golf Club, Owners' golf carts only of the type authorized by the operator of the Golf Course Property for use by its members are permitted on the Golf Course Property and, only if the Owner has registered such cart with the Management Company or the gate.

17. SOLAR ENERGY SYSTEM

Per California *Civil Code* Section 714, an association may not prohibit solar energy systems, nor impose restrictions that significantly increase their cost or decrease their efficiency. However, per California *Civil Code* Section 714.1, an association may impose reasonable restrictions. An Owner shall apply for approval from the Design Review Committee (DRC) for installation of solar and photovoltaic panels. The following requirements have been established for installing solar energy systems on your individual Lot:

- a. Provide a full site plan, drawn to scale, noting location and dimension of solar panels with respect to the lot lines, set-backs, street, neighbors, and show any solar panels proposed on the ground.

- b. Provide exterior elevations of the portion of the house which show the solar panels, accurately locate the solar panels to scale on these exterior elevations.
- c. Provide details of the proposed solar panel installation showing the relationship of the panels to the roof tiles for review and approval. They must be visually integral to the design and form of the roof tile, as unobtrusive as possible, and visually screened from the neighbors and from the street. The lower edge of the solar panels need to be held back a tile line or two from the roof fascia and detailed to provide a finished edge between the panels and the tiles.
- d. Provide detailed information about the product and manufacturer and include photographs. Indicate the type of solar panels proposed, whether they are intended to heat water or are to be photovoltaic. Include information showing that all standards as required by *California Civil Code* § 714 are met.
- e. Provide the proposed solar panel colors for review and approval. It is recommended that the solar panels match the color of the roof tiles as closely as possible using manufactured color panels, not painting the panels.
- f. Provide a review fee of \$100.00 with the application for solar panels.
- g. The solar panels shall be maintained in good working order and be functional or they shall be removed.

The DRC has the right to modify the proposed plans to mitigate the panels being viewed by neighbors or from the street. Changes may include moving panels from one direction to another, or by asking for solar panels that match the roof color. Additional landscaping may also be required to screen any proposed panels. By law, the DRC cannot decrease the performance of the solar system by more than 20%, or cause an increase in cost of more than 20% (or in the case of active solar panels, increase the cost more than \$2,000).

However, if an Owner has installed a solar system without approval, he or she may be fined until the application process is followed and the panel location and installation are approved.

18. TRAFFIC CITATION POLICY

Residents:

- a. Each property will receive two warnings before a hearing is scheduled.
- b. Homeowners will only be responsible for fines levied against full or part time employees (such as nannies, caregivers, etc), but not to personnel such as landscape maintenance that provide service to multiple homeowners.
- c. Homeowners will not be responsible for fines levied against a guest but will receive a copy of the citation and can either pay the fine or use one of their two warnings on behalf of their guest. If homeowner chooses not to pay the fine or use one of their warnings, the guest will be notified the next time they visit the community that a citation was written for speeding or failure to stop at a stop sign. The guest will be given a copy of the citation and letter stating that if they receive another citation for speeding or failure to stop at a stop sign, they must pay a \$100.00 fine or be denied access into the community until the fine is paid.
- d. Any party to be held at a residence must emphasize that guests shall park on one side of the road only to insure safe access for neighbors and emergency vehicles. Parties that will have 25 or more vehicles will be required to hire a valet and an Association guard to direct traffic as a convenience for their guests as well as respect for safety and security of their neighbors.

Vendors, Delivery Companies, etc;

Vendors, delivery companies, etc will be issued citations with a fine of \$100.00 and be provided with a copy of a form letter from Walters Management instructing them to send payment for the penalty in the envelope provided by the patrol officer within 30 days or they and the company they work for/represent will be denied access until fines are paid.

Construction;

The General Contractor will be responsible for any fines levied for contractor’s employees, sub-contractors, vendors and deliveries. Access will be denied until fines are paid.

Golf Club Members who are Non-HOA Members:

- a. Each Club/Non-HOA member will receive two warnings. After two warnings, a citation will be issued and the Golf Club will be called to a hearing with the Bridges Community Association Board of Directors. The Golf Club is responsible for paying a fine for Club/Non-HOA member’s infractions and their guests’ infractions.
- b. Vendors, delivery companies, licensee of the Golf Club may be cited. The Golf Club is responsible for paying a fine for vendors, delivery companies and licensees.

Purging of Violations;

- a. First violations would be removed after 6 months.
- b. Second violations after 12 months.
- c. Third or more violations after 24 months.

Motorized Recreational Vehicles:

Residents with children or guests under the age of 16 that ride motorized scooters and similar vehicles not capable of going over 20 mph, within The Bridges Community Association will need to register them with security so appropriate family member can be contacted without delay in the case of an accident or failure to comply with community safety guidelines regarding speed and stop signs. In addition, parents or legal guardian will be required to sign a waiver of liability releasing the Association from any liability for injury or death related to the use of such equipment on Bridges property. Golf Carts shall be operated in a safe manner, driven by a licensed driver and operated within all speed limits, parking rules and traffic laws.

19. VIOLATION PROCEDURE AND FINE POLICY

Violation of any provision of the Declaration, Architectural Guidelines or Rules and Regulations may result in fines. The following is the Schedule of Fines as adopted by the Board of Directors:

First Violation	\$ 100.00
Second Violation	\$ 150.00
Third Violation	\$ 200.00
Speeding Violation	\$ 100.00
Violation of Section 10.1.1 (Rental Restrictions)	\$5,000.00

A continuing fine for a continuing violation may be imposed at the discretion of the Board until the violation is corrected.

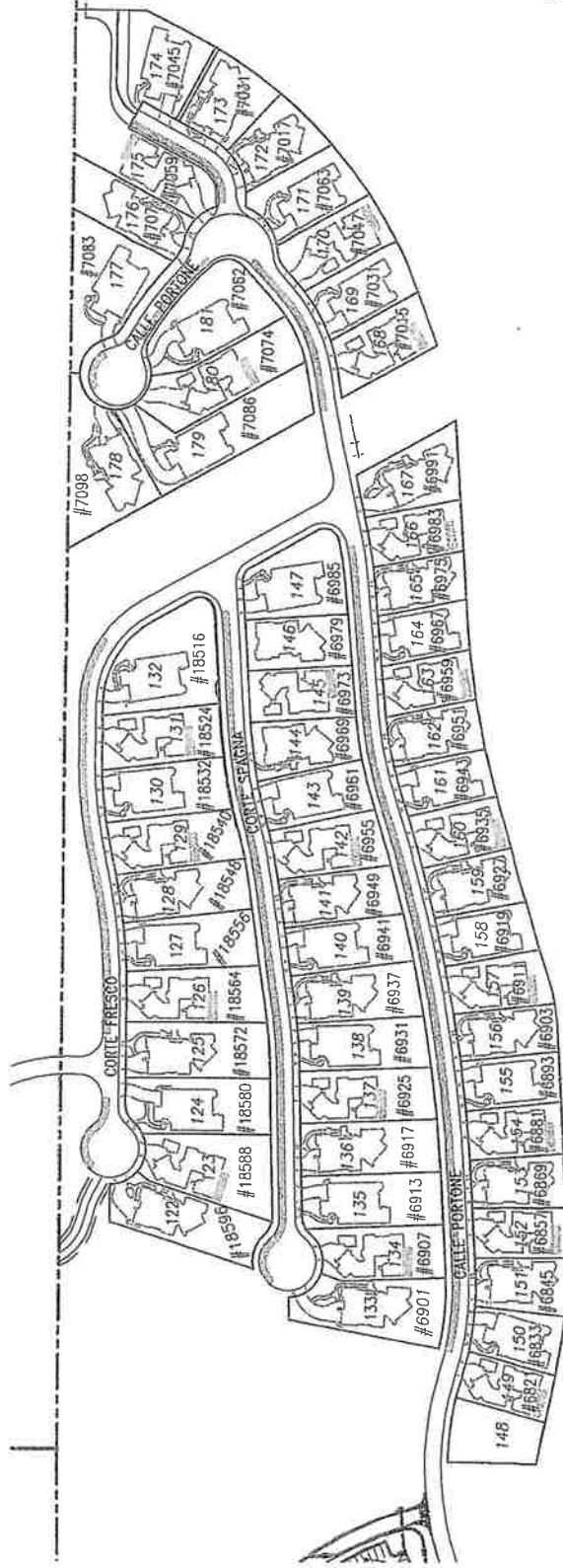
All violations witnessed by a homeowner must be submitted in writing to the Board in care of Walters Management. You must include your name, address and telephone number with the complaint. You must also include the name and/or address of the individual(s) you are complaining about.

In accordance with the Declaration and the Bylaws of the Bridges at Rancho Santa Fe Homeowners Association, should a violation be determined by the Board at a duly held hearing, a fine may be imposed upon an Owner for each individual violation if there is more than one violation.

The Board may also suspend the right of such Owner to vote his/her membership and/or common area privileges in the Association, under such circumstances as the Board may specify, for a period not to exceed thirty (30) days for each such violation; provided, however, that before invoking said suspension, the Board shall provide the Member fifteen (15) days' written notice of the charge and shall provide an opportunity for the Member to be heard before the Board, in person, or in writing, not less than five (5) days before the date of the charge and/or suspension. Any notice which is given by mail must be sent by first class or registered mail to the Owner at his/her most recent address shown on the records of the Association.

EXHIBIT A
(Villas Parking Map)

THE BRIDGES AT RANCHO SANTA FE UNIT 4



LEGEND

--- ALLOWED PARKING AREA ONLY ON ONE SIDE OF STREET AS SHOWN
--- ADDRESS



SCALE 1" = 150'

SAN DIEGO ENGINEERING, INC.
REGISTERED PROFESSIONAL ENGINEERS
REGISTERED PROFESSIONAL PLANNERS
REGISTERED PROFESSIONAL SURVEYORS
CIVIL ENGINEERING • PLANNING
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