

PROPOSED
ASSOCIATION RULES
L' ASSOCIATION DES PROPRIATAIRES

A California Non-Profit Mutual Benefit Corporation



AMENDED

by

BOARD RESOLUTION

May 27, 2015

Updated November 28, 2018

NOTICE:

The CC&Rs define Owner and/or Tenant contractual obligations. It is the responsibility of each Owner and/or Tenant to know and understand the legal effect of Association governing documents. The Association Rules defined in this document clarify, identify, and define expected behavior of persons residing on the Property. Failure to read and understand the Association Rules does not relieve Owners and/or Tenants from their contractual obligations to comply with Association Rules. The terms of Association CC&Rs were accepted by Owners upon the close of escrow and by Tenants upon signing a lease or rental agreement. Any violation of Association Rules by Owners, Tenants, and/or guests may result in suspension of Owner's right to vote, Owner and/or Tenant suspension of Common Area privileges, and/or monetary penalties not to exceed Fifty Dollars (\$50) being imposed on the Owner and/or Tenant for anyone violation (source: CC&Rs, Section(s) 2.2.1, 4.3.1.2).

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1.0 DOCUMENT AUTHORITY

1.1 Association Rules. The Board shall adopt, amend, and/or repeal the Association Rules as it deems reasonable. The Association Rules shall govern the use of all Common Area used by Owners and Tenants, and their respective family members, guests or invitees. A copy of the Association Rules as amended, shall be mailed or otherwise delivered to each Owner. Each Owner bears the sole responsibility to provide their tenants with a copy of these rules. (source: CC&Rs, Section(s) 4.3.1.4).

1.2 Purpose and Scope of Rules. The purpose of amending the Association Rules is to more clearly identify and define permitted behavior, and to more clearly identify Owner and Tenant responsibilities to assist the Board in more effectively governing the Association.

1.2.1 Common Areas and Individual Units. Association Rules have been clarified to promote compliance and harmonious living.

1.2.2 Architectural Standards. Association Rules exist to promote and preserve a harmonious design for the Association aimed preserving and protecting our property values.

1.2.3 Individual Behavior. Uniform compliance promotes harmonious living conditions.

1.3 Hierarchy of Authority: The higher a document's place in the hierarchy, the greater its legal weight in a court of law. The Association Rules are drafted to incorporate changes in the law as it may relate to our governing Documents:

- Federal statutes, regulations, and court decisions
- State statutes, regulations, and court authority
- Local county and city statutes, regulations, and court decisions
- Covenants, Conditions, and Restrictions (CC&Rs)
- Articles of Incorporation
- Bylaws

1.4 Criteria for Rule Development. Association Rules in this document cite the primary sources of authority for the rule. In most cases, the higher level governing document is the Declaration of Covenants, Conditions, and Restrictions (CC&Rs). In some instances, case law has superseded some sections of our CC&Rs.

2.0 ARCHITECTURAL STANDARDS

2.1 Architectural Committee Approval. Any significant use of materials other than foliage, such as brick edging, railroad ties, rock, wood, concrete, etc., must be approved by the Architectural Committee (source: CC&Rs, Section(s) 17.1).

2.2 Patio Landscaping. Landscaping must be neatly trimmed, properly cultivated and maintained continually by the Owner. No planting or decorations of any kind are to be installed in Common Areas. No trees or plant material in a private patio shall be permitted to create a nuisance or annoyance to nearby properties, or to otherwise interfere with another owner's quiet enjoyment of his or her property. Any homeowner who wishes to obscure viewing in to their exclusive use patio area in the wrought iron insert of the patio wall must obtain architectural approval if using something other than plant material to block the view. (source: CC&Rs, Section(s) 3.15, 3.17, 17.1). *Please note any plant material will need to be removed when maintenance of walls occurs.*

2.2.1 Patio Maintenance Generally. Private patio and balcony area must be kept tidy and free of unsightly debris. There should not be any visible clutter or any non-patio items on the patios or decks. Patio items typically include a table and chairs, umbrella, and barbeque. (source: CC&Rs, 3.4, 3.6, 3.13, 3.14, 3.15).

2.0 ARCHITECTURAL STANDARDS (Cont.)

2.3 Exterior Lighting. Exterior building lighting must be white light only (source: CC&Rs, Section(s) 3.16, 4.3.1.4, 4.3.2.1, 17.1).

2.3.1 Holiday Lighting. Holiday lighting and decorations shall only be allowed three weeks before and 1 week after any particular holiday. (source: CC&Rs, Section(s) 3.16, 4.3.1.4, 4.3.2.1, 17.1).

2.4 Exterior Alterations. No Owner shall, at his expense or otherwise, make any alterations or modifications to the exterior of the buildings, fences, railings, or walls situated within the Project without the prior consent of the Architectural Committee (source: CC&Rs, Section(s) CC&Rs, 3.15, 3.16, 17.1).

2.4.1 Window Air Conditioners Prohibited. No window air conditioning units are allowed. (source: CC&Rs, Section(s) CC&Rs, 3.15, 3.16, 17.1).

2.4.2 Hangings from Awnings Prohibited. Nothing is to be hung from association maintained awnings. (source: CC&Rs, Section(s) CC&Rs, 3.15, 3.16, 17.1).

2.4.3 Potted Plants. There shall be no potted plants or other items placed on top of the stucco walls. The use of plant hooks so that they are facing on the inside of the stucco wall is acceptable. (source: CC&Rs, Section(s) CC&Rs, 3.15, 3.16, 17.1).

2.4.4 Attaching Plants to Walls Prohibited. No plant material that attaches to the stucco walls, for example ivy, shall be allowed. (source: CC&Rs, Section(s) CC&Rs, 3.15, 3.16, 17.1).

2.4.5 Nothing to be hung or attached to Walls. No items shall be hung or otherwise permanently attached to the stucco walls. No penetration into the building or patio wall stucco of any kind is permitted, except for utility purposes such as cable or telephone. (source: CC&Rs, Section(s) CC&Rs, 3.15, 3.16, 17.1).

2.5 Exterior Clotheslines. No exterior clothesline shall be erected or maintained, and there shall be no exterior drying or laundering of clothes or other articles on balconies, patios, porches or Common Areas within the Property (source: CC&Rs, Section(s) 3.14, 17.1).

2.6 Screen Doors. Two specific models of screen doors are approved for installation on front doors of Units. The approved screen door is designated as the Cape Cod or Santa Fe model in Bronze (source: CC&Rs, Section(s) 3.10, 17.1).

2.7 Signs. No signs allowed except for a "For Sale" or "For Lease" sign, which must be displayed in a window. If a window is not available, one sign may be hung from a balcony or front gate using temporary attachments such as plastic cord or string. If none of these options are available, then one sign may be placed in the common area until the unit is sold or leased. (source: CC&Rs, Section(s) 3.8, 17.1, Civil Code Section 711).

2.8 Windows. Windows and glass doors should be covered only by drapes, shutters, blinds or shades and cannot be painted or covered, by foil, cardboard, blankets, sheets, or other similar materials. Each Owner bears the responsibility for cleaning and replacing said glass, interior and exterior (source: CC&Rs, Section(s) 3.4, 17.1)

2.8.1 Window Screens. Window screens must be present and in good condition, and bronze in color. (source: CC&Rs, 3.4, 17.1).

2.8.2 Window Glass. All windows shall be in good condition, i.e. no broken or cracked windows. Any window tinting must remain in good condition. (source: CC&Rs, 3.4, 17.1).

2.0 ARCHITECTURAL STANDARDS (Cont.)

2.9 Roof Access. Owners and Tenants are not authorized access to Common Area roofs. Owners with sun decks shall not permit animals access to roofs via sun decks (source: CC&Rs, Section(s) 2.6, 17.1).

2.9.1 Exclusive Use Equipment. Satellite dish installation, repair, and/or service, air conditioning and heating installation, repair, and/or service is provided through the management company via approval of the service provider; all charges shall be assessed to the account of the Owner (source: CC&Rs, Section(s) 2.6, 4.3.2.1, 4.3.2.2, 17.1).

2.9.2. Placing or Installing Items on Roof Prohibited. Nothing should be placed on the roofs, even temporarily. The only exception would be satellite dishes after architectural approval. (source: CC&Rs, Section(s) 2.6, 3.15, 3.16, 17.1).

2.10 Interior Repairs. The Association shall have the right to enter any unit to perform its obligations of maintenance under the CC&Rs. The right shall be immediate in case of an emergency whether or not the owner is present. (source: CC&Rs, Section(s) 2.3.1, 2.3.2, 2.3.3, 2.3.4).

2.10.1 Temporary Shut Down of Water. Notice of any disruption of water service shall be provided in advance to all Owners affected, and water shall be discontinued at a time convenient to all the Owners being affected, except that in case of an emergency such right of entry shall be immediate (source: CC&Rs, Section(s) 2.3.1, 2.3.2, 2.3.3, 2.3.4).

2.11 Front Doors. The front door areas shall be free of debris. Potted plants and any other items that may be deemed to cause a safety hazard, damage the stair landing or appear unsightly are not permitted. (source: CC&Rs, 3.4, 3.6, 3.13, 3.14, 3.15).

2.11.1 Front Door Locksets. Front door locksets must be a brushed nickel finish and preferably the Schlage lock set with a deadbolt so that the backing plate can be installed without having to modify the door. (source: CC&Rs, 3.4, 3.6, 3.13, 3.14, 3.15, 17.1).

2.11.2 Front Door Decoration. Only one decoration on the front door is allowed per unit. (source: CC&Rs, 3.4, 3.6, 3.13, 3.14, 3.15, 17.1).

3.0 POOL RULES

3.1 Responsibilities. Owners shall be liable for any personal injury or Property damage to the Common Area, for any reason, whether caused by the Owner, Tenants, or *guests/invitees* of either Owner or Tenant. Use of Association pools is a Common Area privilege for on-site owners or tenants only and as such, can be suspended by the Board for violations of the Association Rules (source: CC&Rs, Section(s) 2.2.4, 3.18, 3.21, 4.3.1.2, 4.3.1.4).

3.2 Pool Restrictions. No glass containers, breakable objects, or fuel or electrical devices are permitted in the fenced pool area. No diving, running, pushing or rough behavior is permitted within the fenced pool area (source: CC&Rs, Section(s) 3.6, 3.17, 3.18).

3.2.1 Animals. No animals are permitted within the fenced pool area (source: CC&Rs, Section(s) 3.6, 3.17, 3.18).

3.0 POOL RULES (Cont.)

3.2.2 Accountabilities. The maintenance of order and discipline within the fenced pool area is the responsibility of the individual Owner (source: CC&Rs, Section(s) 3.6, 3.17, 3.18).

3.3 Lifeguards. There is no lifeguard on duty, users of pools and spas swim and use the spas, at their own risk (source: CC&Rs, Section(s) 3.17, 3.18).

3.4 Children. Children under the age of 16 years must be accompanied by an adult over 18 years of age at all times while within the fenced pool area (source: CC&Rs, Section(s) 3.21, 4.3.1.4).

3.4.1 Diapers. Individuals not yet toilet trained or incontinent persons must be fully diapered with accompanying protective wear. All diapers must be disposed of properly. Should a homeowner or their guest contaminate the pool, he/she will be assessed the costs incurred for decontaminating the pool.

3.5 Guests. All guests must be accompanied by a resident while within the fenced pool area. Guests shall be limited to a reasonable number (source: CC&Rs, Section(s) 3.21, 4.3.1.4).

3.6 Excessive Noise. No excessive noise is permitted within fenced pool area (source: CC&Rs, Section(s) 3.6, 3.21, 18.4).

3.7 Pool Gates. Residents are responsible for locking pool gates behind them when entering or leaving the fenced pool area. Gates shall not to be propped open. There is to be no climbing over the gates or fence at any time. (source: CC&Rs, Section(s) 3.17, 3.18).

3.8 Swim Suits. Swimsuits must be worn at all times by people in the pools and spas. Cutoff shorts are not permitted in the pools and spas (source: CC&Rs, Section(s) 4.3.1.4, 4.3.2.1).

3.9 Polluting Pool Water. No liquids, soaps or any foreign materials shall be introduced or added to the pool and spa waters (source: CC&Rs, Section(s) 3.17, 3.18, 4.3.1.4, 4.3.2.1).

3.10 Water Temperature. During the summer months, all pools will be heated at the discretion of the Board of Directors. During the winter months, one pool will be heated at the discretion of the Board of Directors. Each winter the designated winter pool will alternate between phases 1, 2, & 3.

3.11 Pool Quiet Time. 10 p.m. to 8 a.m. is designated pool quiet time. No Noise is permitted during this period. Any talking, laughter, and jumping into the pools and spas interferes with the quiet enjoyment of the occupants in Units and is considered an annoyance and nuisance (source: CC&Rs, Section(s) 3.6, 4.3.1.2, 4.3.1.4, 18.4).

3.11.1 Disturbing the Peace. The Sheriffs Department and/or the Patrol Service will respond to any violation of Rule 3.11. Each agency will then report the complaints to your Board of Directors.

3.12 Pool Equipment. Equipment not designed for commercial pool use will not be allowed in the pool area. This includes, but is not limited to, scuba gear, surfboards, skateboards, Frisbees, inner tubes, large rafts and boats, etc.

3.13 Pets. Pets are not allowed within the pool gates.

3.14 Glassware. Glassware is not allowed in the pool area. This includes, but is not limited to, wine bottles, beer bottles, and glass containers.

4.0 COMMON AREA RULES

4.1 Common Area Quiet Time. 10 p.m. to 8 a.m. is designated Common Area quiet time. Noise is to be kept to a minimum during this period. Excessive noise of any source interferes with the quiet enjoyment of the occupants of the Association and is considered an annoyance and nuisance (source: CC&Rs, Section(s) 3.6, 4.3.1.2, 4.3.1.4, 18.4).

4.1.2 Disturbing the Peace. The Sheriffs Department and/or the Patrol Service will respond to any alleged violation of Rule 4.1. These complaints are reported to the Board.

4.2 Walls, Gates, Fences, and Stonework. Climbing on or over walls, gates, fences, water features and stonework is prohibited (source: CC&Rs, Section(s) 3.17, 3.18, 4.3.1.4, 4.3.2.1).

4.3 Trash Disposal. Trash, garbage or other waste products shall be kept only in designated trash receptacles for disposal of trash (source: CC&Rs, Section(s) 3.13).

4.3.1 Trash Receptacle Restrictions. Owners or Tenants shall not place appliances, of any nature, etc.; as well as hazardous materials, such as but not limited to, chemicals, paints, dirty oil and oil filters, auto parts, in or around Association designated trash receptacles. Owners and Tenants shall be jointly responsible for compliance with this rule. (source: CC&Rs, Section(s) 3.17, 3.18, 4.3.1.4, 4.3.2.1).

4.4 Trespassing. The Association reserves the right to prohibit or limit access to the Association property by uninvited people. The following is not an exhaustive list: any canvassing, posting handbills, soliciting is considered trespassing. Rummaging through trash receptacles by non-residents is trespassing. Owners should report anyone observed climbing the fences into the pool areas or rummaging through trash receptacles to the Sheriff's Department and/or Patrol Service (source: CC&Rs, Section(s) 2.1, 2.2, 2.2.1, 3.17).

4.5 Abandoned Grocery Carts. Residents shall not abandon, leave, or place grocery carts from local supermarkets on the Common Area (source: CC&Rs, Section(s) 3.6, 3.17, 4.3.1.4, 4.3.2.1).

4.6 Skateboarding and Roller Skating. No skateboarding or roller skating (including roller blades and in line skates) shall be used within the common areas of the Association Property. No bicycling is permitted on the sidewalks (source: CC&Rs, Section(s) 3.6, 3.17, 3.18).

4.7 Car Wash Stalls. Car washing in the Common Area is restricted to designated "Car Wash" areas only. Car Wash Stalls are to be cleaned after use. Car Wash Stalls shall not be used for additional parking. Use of car wash areas are a Common Area privilege, and as such, can be suspended by the Board for violations of this Rule (source: CC&Rs, Section(s) 3.6, 4.3.1.2, 4.3.1.4, 18.4).

4.7.1 Hours of Operation. 10 p.m. to 8 a.m. is designated Common Area quiet time. Using the Car Wash Stalls is prohibited during quiet hours. Use of car wash stalls will be on a first-come, first-served basis. Car washing is to be limited to 30 minutes per vehicle (source: CC&Rs, Section(s) 3.6, 4.3.1.2, 4.3.1.4, 18.4).

4.8 Vehicle Repairs. No repair or maintenance of automobiles or other motorized vehicles is permitted in the Common Area of the Project, including but not limited to streets, driveways, "Reserved" parking, car wash areas, and Scramble parking (source: CC&Rs, Section(s) 3.3, 3.6, 3.17, 3.18, 4.3.1.2).

5.0 ANIMALS

5.1 Responsibilities. Each person bringing or keeping a pet or animal upon the Project shall be liable to all other persons (including the Association) for any damage caused by any pet or animal. Any violation of this section will also subject the pet or animal handler to Association discipline. The Board can prohibit maintenance of any animal that constitutes a nuisance to any other Owner in the sole and exclusive opinion of the Board. (source:

CC&Rs, Section(s) 2.2.4, 3.11, 3.18, 3.21, 4.3.1.2, 4.3.1.4).

5.2 Restrictions. Only domestic dogs, cats, fish, and birds in cages may be kept within the units of the Association. No more than two (2), total, pets per unit are allowed. Pets are defined as any biological non-human inhabitant, for any duration of time (source: CC&Rs, Section(s) 3.11).

5.2.1 Dog Restraints. All dogs must be on a leash whenever they are present in the Common Areas (source: CC&Rs, Section(s) 3.11).

5.2.2 Dog and Cat Excrement. Dog owners must clean up all excrement deposited by their dogs in the Common Areas. Patios and deck areas must be kept clean of accumulated dog and cat excrement (kitty litter boxes). No pet shall be permitted access to the roofs from sun decks. Pets defecating or urinating on Common Area roofs is also a violation of this rule (source: CC&Rs, Section(s) 3.6, 3.11, 3.17, 3.18).

5.3 Pet Noises. Pet noises must be kept to a minimum level (source: CC&Rs, Section(s) 3.6, 3.11, 3.17, 3.18).

5.4 Commercial Boarding and Breeding. No Owner or Tenant shall keep, breed or raise animals for any commercial purposes (source: CC&Rs, Section(s) 3.3, 3.11).

6.0 OWNERS AND TENANTS

6.1 Lease and Rental Agreements. The Association shall be permitted the right to force the eviction of any Lessee/Tenant(s) within the Project. Said eviction may be based on serious or multiple violations of any one or number of the Association's controlling rules and regulations (source: CC&Rs, Section(s) 2.4.4, 3.1.2).

6.2 Notification of Lease/Rental. Each Owner shall notify the Property Manager of the Association through the Association's management company of the names of any Lessee or Tenant of such Owner's condominium and provide a duplicate copy of the lease or rental agreement (source: CC&Rs, Section(s) 2.2.3, 2.2.6, 2.4, 4.3.1.2).

6.3 Owner and Tenant Registration. Each Owner shall complete and forward the Owner and Tenant Registration Form. This form provides the management company with off-site and on site mailing addresses of the Owner and Tenant, vehicle *color-make-model-year*, and vehicle license plate numbers for all vehicles registered to Owners, Tenants, and persons residing on the Property (source: CC&Rs, Section(s) 2.2.3, 2.2.6, 2.4, 4.3.1.2).

6.4 Delegation of Rights. Owners may delegate rights of use and enjoyment in the common area Project. Any delegated rights of use and enjoyment are subject to suspension to the same extent as are those rights of Owners. No such delegation shall relieve an Owner from liability to the Association or to other Owners; delegated rights cannot be co-shared with Owner(s) (source: CC&Rs, Section(s) 2.2.3, 2.2.4, 2.2.6, 2.4).

6.5 Right of Enforcement. Either the Association or Owner shall have a right to enforce the provisions of the CC&Rs and Association Rules against an Owner or Tenant alike (source: CC&Rs, Section(s) 2.4, 4.3.1.2).

6.6 Failure To Take Action. The Association may elect to evict any lessee/tenant within the Project if the Owner fails to take action within 10 days after receipt of the Association's demand for eviction (source: CC&Rs, Section(s) 3.2, 3.21).

6.6.1 Recovery of Expenses. Any expenses incurred by the Association to evict a Tenant from the Property, including attorneys fees and costs of suit, shall be paid by such Owner (source: CC&Rs, Section(s) 3.2, 3.21).

6.7 Guests. The Association has the right to limit the number of guests using the Common Area. (source: CC&Rs, Section(s) 2.2.1, 4.3.1.2).

7.0 VEHICLES AND GARAGES

7.1 Vehicle Registration. All vehicles operating within the Common Area shall display and be properly licensed. All vehicles used by persons residing within the Project shall provide the Board of Directors via the management company with vehicle identification as defined in the Owner and Tenant Registration Form (source: CC&Rs, Section(s) 2.2.3, 2.2.6, 3.7).

7.2 Parking Restrictions. Unless otherwise permitted by the Board of Directors, no vehicle shall be parked or left within the Project other than within a garage, "Reserved" parking space, or Scramble parking spaces. (source: CC&Rs, Section(s) 2.2.3, 2.2.6, 3.7).

7.2.1 Scramble Parking. Parking stalls and spaces in the Common Area which are not marked "Reserved" shall be available on a "first-come first served" basis for owners/tenants and their guests. Continuous parking of an undriven vehicle in scramble parking for more than 96 hours will be considered a "stored" vehicle and will be towed at the expense of the owner. Violations of this rule may also result in the loss of Common Area privileges, and/or monetary penalties in the amount of one hundred dollars (\$100.00) for the first violation and one hundred fifty dollars (\$150.00) for subsequent violations imposed on the Owner and/or Tenant. (source: CC&Rs, Section(s) 2.2.3, 2.2.4, 2.2.6, 3.7, 4.3.1.2).

7.2.2 Abuse of Privileges. Scramble parking in the Common Areas is a privilege. Owners and/or Tenants are considered to be abusing Scramble privileges when they park vehicles in scramble parking for more than twenty-four (24) hours, while during that same twenty-four (24) hour period, their "Reserved" parking stall and/or garage remains unoccupied or occupied by a unlicensed and/or unregistered vehicle(s) (source: CC&Rs, Section(s) 2.2.3, 2.2.4, 2.2.6, 3.7, 4.3.1.2).

7.2.3 Vehicle Storage. No vehicle storage facilities exist within the Common Area of the Property. Unlicensed and/or unregistered vehicles parked or left in Reserved parking or Scramble parking stalls and spaces are considered "stored" vehicles, and as such, are subject to being towed at the Owner's and/or Tenant's expense (source: CC&Rs, Section(s) 2.2.3, 2.2.4, 2.2.6, 3.7, 4.3.1.2).

7.2.4 Recreational Vehicles. No boat, truck, camper, recreational vehicle or tent shall be used as a living area while located within the Project. No truck, trailer, camper or recreational vehicle may be stored on the Project by any Owner unless it is the Owner's principle means of transportation (source: CC&Rs, Section(s) 2.2.3, 2.2.6, 3.7, 3.12, 4.3.1.2).

7.3 Parking Enforcement. All vehicles found parked (unoccupied) in non-parking areas will be towed at the Owners and/or Tenant's expense (source: CC&Rs, Section(s) 2.2.3, 2.2.4, 2.2.6, 3.7, 4.3.1.2).

7.4 Garages. Garages shall be used for parking registered vehicles and shall not be used or converted for living, recreational, commercial or business purposes, including, but not limited to garage sales, repair of automobiles, or other motorized vehicles. Any garage doors shall remain closed at all times except when occupied or being used to enter or exit, and each Owner shall maintain in good operating condition an automatic garage door mechanism (source: CC&Rs, Section(s) 3.3, 3.6, 3.7, 3.17, 3.18, 4.3.1.2).

8.0 DUE PROCESS

8.1 Rules Enforcement. The Due Process Procedure is a formal process designed to protect the rights of all parties involved. The benefits to using the Due Process Procedure to enforce Association Rules are:

- All alleged rule violations are handled in the same manner.
- The Due Process Procedure is recognized by the courts as an indication of a legally valid rule enforcement
- The vast majority of rule violations can be resolved with this Procedure thus avoiding going to court.

8.0 DUE PROCESS (Cont.)

- Being heard in a non threatening fact-finding forum often results in voluntary compliance to a rule.
- Such a Procedure provides an opportunity to explore alternative means to resolve a violation.

8.2 Internal Resources. There are a number of internal resources available to the Board of Directors to encourage an Owner and/or Tenant to conform to Association Rules.

8.2.1 Suspension of Privileges. The Association can suspend the voting rights and suspend use privileges of the Common Areas including pools and spas, car wash facilities, and/or Scramble parking for a period of thirty (30) days for any one violation. Only privileges related to the violation could be suspended. Example: Abuse of Scramble parking can result in suspension of Scramble parking privileges on the Property, rather than suspension of pool privileges - requiring an Owner and/or Tenant to park their vehicle(s) in a "Reserved" stall and/or assigned garage, or off-site (source: CC&Rs, Section(s) 4.3.1.2).

8.2.2 Assessment Delinquencies. Any Owner who becomes more than thirty (30) days delinquent in their Association assessments will be suspended from all Common Area privileges, as well as, being suspended from voting in the next Annual election. This suspension will continue until payment is made (source: CC&Rs, Section(s) 4.3.1.2).

8.2.3 Fines and Cost Collections. The Board of Directors has the authority to impose fines for any violations of the Association's Governing Documents. The amount of the first fine for a violation is one hundred dollars (\$100.00) and the amount of the second and subsequent fines for a violation is one hundred fifty dollars (\$150.00). The Board of Directors also has the authority to collect costs incurred by the Association to repair damage to Common Area Property through the lien and foreclosure process. Please refer to the Fine Policy for further details. (source: Civil Code, Section 1367(b), CC&Rs Section(s) 4.3-1.2).

8.2.4 Suspension and/or Fines. The Board of Directors has the authority to impose a suspension of any Association common area privilege and/or impose fines for any one violation. The amount of the first fine for a violation is one hundred dollars (\$100.00) and the amount of the second and subsequent fines for a violation is one hundred fifty dollars (\$150.00) or the actual expense imposed on the Association by the violation(s) (source: CC&Rs, Section(s) 2.2.3, 2.2.4, 2.2.6, 3.7, 4.3.1.2).

8.3 Due Process Procedure. The basic steps in the Association's Due Process Procedure begins after receipt of the Violation Report with the issuance of a "cease and desist" letter which contains:

- Notice of the alleged rule violation
- The action required to end the violation
- A specific time within which the violation must be corrected
- Time and place of a hearing before the Board
- The sanctions imposed if the alleged violator is found guilty of the violation(s):

8.3.1 Board Resolution. The Board of Directors will cause a notice of hearing to be mailed to the alleged violators.

8.3.2 The Hearing. The Hearing shall be a fact-finding session. The Board may delegate this obligation to a committee of its discretion. A default will be entered against any violator that fails to cooperate with the Board or its agent in discovering the facts and/or by refusing or failing to defend, attend any noticed disciplinary hearing.

8.3.3 Arriving at a Verdict. The Board of Directors shall be the ultimate finder of fact as to whether an Association Rule(s) has been violated; only the Board of Directors may impose a sanction (penalty) against said owner or lessee/tenant, if any. In its sole discretion, the Board of Directors may find that not enough evidence was submitted to allow the Board to reach a decision, and it may require additional evidence and/or hearings in

8.0 DUE PROCESS (Cont.)

the matter. All matters shall be taken under submission. The Board will issue its written decision within thirty (30) days of the end of the hearing or fact-finding inquiry by the Board of Directors. The Board of Directors shall issue its decision in the form of a written ruling and mailed to the violator(s).

8.3.4 Appeals. An appeal is a request for a review of a case by a higher authority. Because the Board of Directors is the hearing panel, the alleged rule violator must appeal to an authority outside the Association. California Civil Code Section 1354 requires parties to first submit their dispute to arbitration or mediation (Alternative Dispute Resolution (ADR)), the court may dismiss any persons' complaint or refuse to grant the party attorney fees and costs if that party first failed to submit the matter to ADR.

9.0 REPORTING VIOLATIONS

9.1 Reporting Responsibilities. Owners and Tenants have a responsibility to report alleged violations to the management company. People who violate Association Rules interfere with the quiet enjoyment of Association residents, add additional costs to maintaining the Association in a "first-class" condition, and affect Property values.

9.2 Violation Notice. The Owner and/or Tenant will receive a Violation Notice directing the Owner and/or Tenant to "cease and desist" actions subject to the violation. The Violation Notice will instruct the Owner and/or Tenant to correct the violation and/or appear at a hearing before the Association Board of Directors or its agent at the designated time and place. If the violator is still in violation 15 days after the hearing date, a second Violation Notice will inform the Owner and/or Tenant of a second violation, and the time and place for a new violation(s) hearing.

Failure to Cooperate, Defend and/or Appear for Noticed Hearings will be Considered

"NO CONTEST"

I.E. an Admission By The Alleged Violator that will

Result in a Guilty Verdict and/or Sanctions for each

Violation

10.0 OWNER AND TENANT REGISTRATION

10.1 Change of Status Requirement. The Owner and Tenant Registration is to be used by the Owner and/or Tenant to report changes in Unit occupancy. Owners and/or Tenants must complete and return the registration form within ten (10) days of any change in Unit occupancy status. The Owner and Tenant Registration is for emergency use and rules enforcement. It is the policy of the Association to not release Owner and/or Tenant information (source: CC&Rs, Section(s) 2.2.3, 2.2.6, 2.4, 4.3.1.2).

10.2 Annual Registration Update. During the first thirty (30) days of each calendar year, each Owner and Tenant will complete and forward the Owner/Tenant Registration Form in postage paid envelope provided by the management company. This form provides the Board of Directors and the management company with updated off-site and on-site mailing addresses of the Owner and Tenant, vehicle *color-make-model-year*, and vehicle license plate numbers for all vehicles registered to Owners, Tenants and persons residing on the Property (source: CC&Rs, Section(s) 2.2.3, 2.6, 2.4, 4.3.1.2)

**LE PARC HOMEOWNERS ASSOCIATION
RESIDENT REGISTRATION FORM**

Owner's Name: _____

Unit Street Address: _____

Owner's Current Address: _____

City _____ State _____ Zip _____

Cell Phone: _____ Work Phone: _____

E-mail Address: _____

Owner Occupied: YES: _____ NO: _____

TENANT INFORMATION (List tenants' names and contact phone numbers):

Name: _____ Phone: _____

Name: _____ Phone: _____

Name: _____ Phone: _____

Residence Phone: _____

Lessee's Email Address: _____

PET INFORMATION:

Type of Pet #1: _____ Type of Pet #2: _____

Breed of Pet #1: _____ Breed of Pet #2: _____

We, the undersigned Lessee(s), have received a copy of the Rules & Regulations of **Le Parc Homeowners Association** agree to comply with them.

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Return form to:

Le Parc Homeowner Association
c/o Accell Property Management, Inc.
23046 Avenida de la Carlota, Suite 700
Laguna Hills, CA 92653

Telephone: (949) 581-4988 • Facsimile: (949) 581-9785 • Email: lauren@accellpm.com