

24316 West Venturi Drive, Valencia, CA 91355 (661) 222-9719 lakeshorehoa@att.net

Revised November 2017

RULES AND REGULATIONS TABLE OF CONTENTS

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SUPERSEDENCE PROVISION

This REVISION supersedes and hereinafter renders inapplicable all previous documents listing rules and regulations of this Association, other than the Association CC&R's and By-laws.

PURPOSE

There is great diversity in the families that live at Lakeshore, from retired persons, to families with small children, to young adults going to college, and it is because of this diversity and the fact that we live in very close proximity with one another, that it is important for all of us to be considerate of our neighbors.

Among the major benefits to members (owners), residents and guests of Valencia Lakeshore, is the beauty of our natural environment as well as the care and thought that has gone into the complex over the years to keep it beautiful, thereby sustaining an atmosphere conducive to pleasant and gracious living.

Accordingly, these Rules and Regulation have been developed in order to preserve this atmosphere and to maintain a harmonious community for the mutual benefit of all concerned.

Any member (owner), resident or guest of Lakeshore observed or reported violating these Rules and Regulations is subject to monetary penalties. Member (owner) is responsible for persons residing in or visiting their unit and is subject to fines if these persons are not abiding by the Association Rules and Regulations. Non-residents in violation of the Rules and Regulations are subject to trespass laws.

Your Board of Directors and Association Management

Origins

These Rules and Regulations are either stated explicitly within the Covenants, Conditions and Restrictions (CC&R's) and By-laws of our Association, or they stem implicitly from broadly stated authority delegated to the Board for its use in achieving the above purpose.

In developing this relatively extensive document, a primary objective has been to refine and classify the corpus of Rules and Regulations and to incorporate all of them within one comprehensive document, subject only to occasional, special reference to the CC&R's and/or By-laws as source documents. The Board may levy and collect reasonable fines as established by the Board, suspend the Owner's right to use recreational facilities, and/or suspend the Owners right to parking privileges.

The fines will be assessed against the Owner (after notice and hearing) for violations caused by the Owner, members of his or her family, invitees, occupants, tenants or lessees of such Owners or other occupants of a Unit. An Owner will be given Notice and an opportunity to be heard by the Board prior to the imposition of any monetary penalty.

If the Board intends to fine an Owner, the Board will send a written notice to the Owner, identifying the nature of the violation, the amount of the proposed fine and the date, time and location of the hearing concerning such violation. The Board will select a hearing date at least thirty (30) days from the date of notice. Owners have the right to attend the hearing and address the Board regarding this matter. If an Owner(s) fails to attend the hearing or to submit any written evidence on his or her behalf to the Board at the hearing, the Board will consider other evidence and decide as to whether to imposed disciplinary action. The Board will provide the Owner notice of the disciplinary action taken against him or her within fifteen (15) days after the hearing and the discipline will take effect five (5) days after the Notice of Decision is mailed to the Owner.

The delineation of fines is not intended to and does not limit the right of the Board and VLSHOA to seek additional remedies, including, but not limited to, injunctive and declaratory relief and damages.

It is each Owners sole responsibility to inform their tenants and other occupants of all Rules and Regulations. The Owner is also responsible for all damage caused by his or her tenants or occupants of the Unit.

Anyone wishing to report an alleged violation of the Rules and Regulations or CC&R's may do so by completing the Rules and Regulations Complaint Form and submitting it to property management via email or mail.

Violations should be reported in writing and must be signed (not anonymous), to be addressed by the Board. The identity of the person reporting the violation will not be disclosed to the parties involved without the reporting persons permission.

Failure to pay fines, etc. within sixty (60) days from the date of a levy may result in the filing of appropriate legal action. In addition, the voting rights and right to use recreational facilities may be suspended after notice and hearing. Parking privileges may be suspended after notice and a hearing.

Article 1 USE OF COMMON AREAS IN GENERAL

This article concerns uses of Common Areas, recreational equipment, pool, tennis, basketball court, playground, pickleball court, open space area, lake, clubhouse and other amenities and property shared.

Section 1 RESTRICTED USE OF COMMON AREAS

<u>Use of common areas</u>, including all greenbelts, walkways, roadways, laundry rooms, recreational and other facilities, is restricted to members (owners), residents and guests, plus others so authorized by the Association Board of Directors.

KEY DEFINITIONS

The term **<u>UNIT</u>** as used herein refers to the elements of a condominium which are owned individually and not in common with other owners of the project.

The **boundaries of a unit** shall be the interior surfaces of the perimeter walls, floors, ceilings, windows and doors of each unit where they exist, and otherwise to the vertical or horizontal plans at the limits of the dimensions, as shown on the condominium plan that has been filed pursuant to Section 4095 of the Civil Code. The unit shall include both the portions of the buildings so described and the airspace so encompassed.

LAKESHORE SECURITY

The Valencia Lakeshore Condominium Association contracts for 24-hour on call security service. A foot patrol officer is on the premises as directed by the Board of Directors. Hours may vary from time to time. Random driving and foot patrols take place throughout the rest of the 24-hour period. Please note, however, that the Association is not a secured complex. Residents should take appropriate precautions to protect themselves and their property against injury or theft.

Call security if you witness a rule violation and need it addressed IMMEDIATELY.

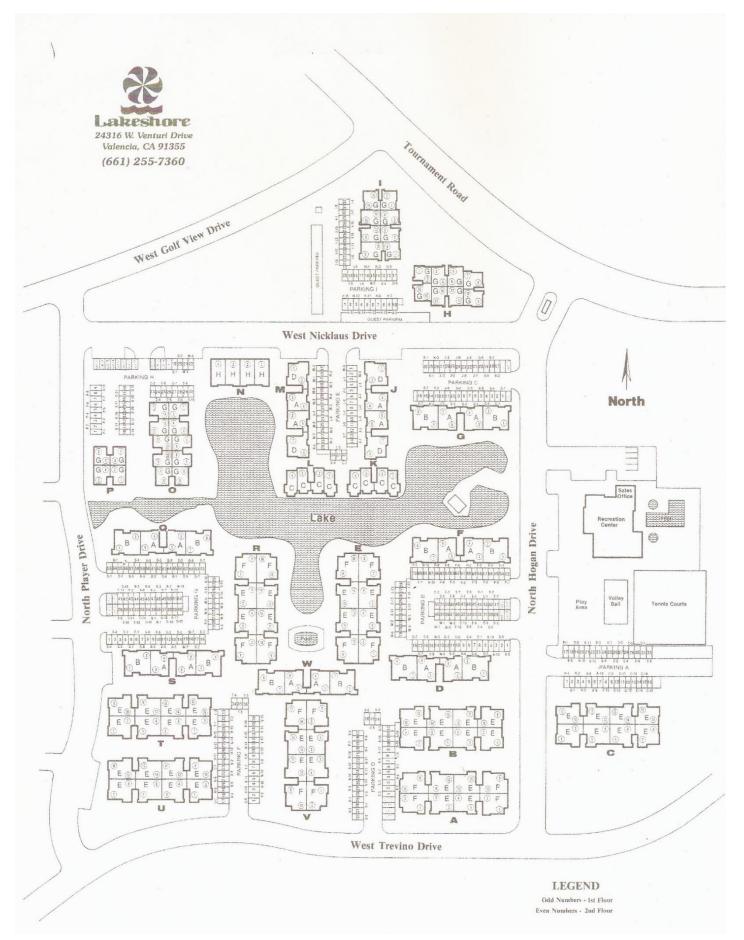
Keep in mind, that it may take up to an hour for an officer to respond when they are not on the premises. Also, response times may vary depending on the nature of the situation. You may choose to refer the situation to the Sheriff's Department. Give a full explanation along with your name and phone number to the dispatch service. **YOUR PERSONAL INFORMATION IS CONFIDENTAIL** and will not be revealed to the party you are calling about.

If you **DO NOT** need immediate assistance but want the Association to be aware of a rule violation or ongoing situation, please document what you witness and turn it in to the office as soon as possible.

Valencia Lakeshore Office: (661) 222-9719 email lakeshorehoa@att.net

For non-emergencies call the Sheriff's Department at: **(661) 255-1121.** Ask for the watch commander and tell them about the situation you want them to respond to.

CALL 911 for criminal activity, domestic disturbances, life-threatening situations or other serious emergencies.





CITY OF SANTA CLARITA

EMERGENCY PHONE NUMBERS

(All Phone Numbers are area code: 661)

Fire or Parame Sheriff Henry Mayo M	dics	259-2111
Henry Mayo M		255-1121
, ,	emorial Hospital	253-8000
Poison Hotline	(24 hours)	800-876-4766
Community Ho	tline	255-1800
Child Care Res	source Center	255-2474
Highway Patro		257-6030
Road Condition	IS	800-427-7623
24 Hour Crisis	Intervention	800-635-1810
Robin Choppe	 Community Manager 	661-222-9719
	After-Hours Emergency	661-478-5337
Email	lakeshorehoa@att.net	
Website	valencialakeshore.com	

UTILITIES

UTILITIES		
Waste Management Disposal	259-2398	
Chiquita Canyon Landfill	257-3655	
SBC Communications (Phone)	800-310-2355	
Southern California Edison	800-684-8123	
Southern CA Gas Company	800-427-2200	
Santa Clarita Disposal	252-8208	
Santa Clarita Water Co. (Canyon Country)	259-2737	
Valencia Water	294-0828	
CABLE & SATELLITE		
Spectrum	844-213-2597	
Direct TV	888-777-2454	
Dish Network	888-DISHTV1	
MOVIE THEATERS		
Edward's Cinema (Valencia)	260-2960	
Edward's Cinema (Canyon Country)	299-9385	
GOVERNMENT/CITY OFFICES		
American Red Cross	259-1805	
Animal Care and Control	257-3191	
Automobile Club of SCV	259-6222	
City Hall	259-2489	
Dept. of Motor Vehicles	259-9010	
Dept. of Regional Planning	253-7211	

District Attorney	253-7244
Health Services	253-7251
Library (Valencia)	259-8942
Municipal Court	253-7311
Pet Assistance Foundation	250-4332
SCV Chamber of Commerce	259-4787
SCV Parks & Recreation	255-4910
Santa Clarita Postal Office	254-1684
	TRANSPORTATION
Amtrak Train	800-872-7245
Dial-A-Ride	294-9327
Metrolink	800-266-6883

Safe Rides 259-6330

Santa Clarita Transit 294-1287

Valencia Airport Shuttle 288-5744

PUBLIC & PRIVATE SCHOOLS

College of the Canyons	259-7800
Sulphur Springs Union School District	252-5131

Newhall School District 294-4000

Saugus Union School District 294-5300

William S. Hart Union High School District 259-0033

Personal	Phone Numbers

SECTION 2 MISUSE OF COMMON AREAS

Persons misusing the common areas are subject to Association sanctions. Misuse and prohibited activities include:

- A. **NO Smoking on Common Area**. No Owner, family member, tenant, resident, guest, business invitee, visitor or any other person shall, after the effective date of this rule, smoke cigarettes, cigars, or any other tobacco, e-cigarettes, or marijuana product anywhere within the Common Area. This prohibition includes but is not limited to, sidewalks, driveways, parking spaces, outside carports, mailbox areas and pools.
- B. Smoking on Patios, balcony and other Areas of a Unit. No Owner, family member, tenant, resident, guest, business invitee, visitor or any other person shall, after the effective date of this rule, smoke cigarettes, cigars, or any other tobacco, e-cigarettes, or marijuana product from any part of his/her Unit to allow the smoke to drift into Common Area or into another Unit Owners Unit, deck, patio, garage, or other separate space. The smoking resident of a Unit shall take all reasonable precautions to ensure that smoke does not permeate or spread beyond the boundaries of a residents Unit, it shall be determined to be a nuisance upon written notification to the smoker and all remedies against the smoker may be pursued by a resident or the Association as if the smoking was any other nuisance prohibited by the Declaration.
- C. **Definition of Smoking.** "Smoking" shall include the inhaling, exhaling, burning, or carrying of any lighted cigarette, cigar or other tobacco product.
- D. **Definition of Business Invitee.** "Business Invitee" shall include, but is not limited to, any contractor, agent, household worker, or other person hired by the Owner, tenant or resident to provide a service or product to Owner, tenant, or resident.
- E. **Remedies for Violation.** Each Owner is responsible for the actions of all other persons residing within or visiting his/her Unit and shall be subject to disciplinary action, fines, or a court action for an injunction, or any other remedies available for the violation of this section. This section may be enforced in a court of law by any resident or the Association. If any resident or the Association is required to hire legal counsel to enforce this section, the resident or the Association shall be entitled to recover his/her or its attorney's fees and costs incurred, whether or not litigation has been commenced. The Association may collect the attorney's fees and costs it incurs through the use of a special assessment levied against the Owners of the Unit and an assessment lien, if necessary.
- F. <u>The creation of obstructions</u> of any kind, such as use of area ropes and similar impediments, as well as tables, hammocks, tents, chairs and other personal property.

FINE \$75.00

G. **Due to a safety concern for members**, residents and their guests, as well as ensuring residents quiet enjoyment and protecting the common area from damage, all persons are prohibited from riding or using bicycles, scooters, dirt bikes, skateboards, hover boards, razor scooters, rollerblades, roller skates or skateboards or vehicles not licensed or authorized for use on public streets within the Association complex including carports, driveways, private streets and sidewalks.

FINE \$75.00

H. <u>Engaging in athletic and social games except in recreational areas so designated</u>. At no time are rough housing, running or loitering permitted in the area around the lake, Lake pump house, garages, carports, driveways, private streets, trash or laundry room areas.

FINE \$50.00

Any activity which may cause damage or destruction to grass, trees or planted areas, or may otherwise detract from the general appearance of the common areas. This would include any type of yard sales, ball play, digging in planter beds, creation of mud and mud play or placing benches in common area. Landscaping changes to the common areas are prohibited unless, approved by the Association Board of Directors.

FINE \$75.00 + REPAIR COST

J. **<u>Tampering</u>** with or damaging lighting, irrigation, timing devices or other fixtures of any kind.

FINE \$75.00 + REPAIR COST

K. <u>Littering</u> of any kind, throughout all segments of the common areas, such as carports, walkways, park area, private streets, pool area, tennis court, pickleball and basketball area, including the discarding of paper, food, containers, tobacco products, excrement from pets and another residue is not permitted.

FINE \$75.00

L. <u>NO wading, swimming, diving, fishing, boating or playing in or near the lake</u> including its adjoining steam, bridge or pumping facility due to safety concerns and the concern that the lake and its equipment not be damaged.

FINE \$75.00

M. <u>Feeding of water fowl or fish</u> in and around the lake is **strictly prohibited**. Anyone doing so will be **fined \$100.00** and reported to the Department of Fish and Wildlife. The feeding of the Canadian Geese is prohibited by Federal law, as they are a protected species, and their fines are substantially higher.

FINE \$100.00

N. <u>Planting in Common Area</u> Planting or trimming of trees or other plant material in the common area by homeowner, tenants, or guests is not permitted. Any planting of trees or plant material will be done by Valencia Lakeshore maintenance staff and must be approved by the Board of Directors.

FINE \$200.00

- O. <u>Lawn Ornaments</u> Cluttering common lawn area or planter beds with decorations is not permitted at any time. If you would like to display any decoration items, you may place them by your gate or front door area not to impede the walkway or entrance to other door ways.
- P. <u>Unduly loud or otherwise disturbing noises</u> Any excessively loud noised that interfere with the quiet enjoyment of residents, of their units and surrounding, shall not be permitted. Owners, tenants and occupants shall avoid making loud noises and avoid using musical instruments, radios, stereos, televisions, amplifiers, tools and any other instruments or devices in such manner as may unreasonably disturb owners, tenants or occupants of other units. Homeowners are urged to excise restraint in using noise-making tools and appliances and avoid using them after 8:00pm any night or before 8:00am on weekdays, or before 9:00am on weekends. Loud parties are prohibited. Persistent noise disturbances from pets, vehicles, people or equipment of any kind may result in a fine. After 10:00pm, noise must be kept to an absolute minimum.

FINE \$100.00

Q. <u>Gates</u> taped, braced or left unlatched or open. For safety reason all gate leading to the and around lake area must remain closed at all times. Propping the gate open will wear down the closing mechanism

FINE \$75.00

R. <u>Placement of signs</u>, including messages, names, numerals, letters and marking other than those provided or approved by the Association Board of Directors or CC&R's or allowed by law in the common area are prohibited.

FINE \$75.00

S. <u>Placement of physical objects</u> such as furniture, accessories, refuse, etc. in or around entranceways, stairways, landing, walkways, stucco walls, fence and carports are prohibited. Flowers and potted plants may be kept under or around stairways if properly maintained and not blocking walkways or causing damage to the Common Area. There will be no hanging plants, bird feeders, or ornaments from balcony flooring or studs or stucco walls and Hardi Board.

FINE \$75.00

T. <u>Holiday Decorations</u> may be displayed in windows, patio's and balcony if they are not nailed, screwed into any part of the stucco, siding, Hardie Board or fencing.

FINE \$75.00 plus cost of Repairs

U. <u>Dumping of items</u> other than ordinary household refuse and recyclable items in Association trash areas is prohibited. Specifically, such items as mattresses, appliance, counter tops, shower enclosures, furniture and bicycles. Dumping toxic materials such as oil, paint, chemicals, etc., is strictly prohibited. (Landlords will be responsible for their tenants). There is no Trash Picking allowed. If you should have item to be disposed of contact management to make arrangement for a bulky pick up.

FINE \$250.00

V. <u>Commercial Activities</u> such as garage sales, auctions or other vending operations, without prior approval by the Board of Directors is prohibited.

FINE \$100.00

- W. <u>Soliciting</u> anywhere within the Association development by any one individual or group, unless authorized in writing by the Association Board of Directors or Management.
- X. <u>Use of Firearms, Pellet Guns, BB Guns, Slingshots, Arrows, Etc.</u> The use of any firearms, which includes pellet guns, BB guns, Sling Shots and arrows is NOT permitted anywhere in Valencia Lakeshore HOA complex.

NOTE: Members (owners) will be held financially responsible for damage resulting from acts of vandalism caused by anyone residing in, renting or visiting their unit and/or common area.

FINE \$75.00-\$150.00(depending on nature of act) + REPAIR COST

ARTICLE 2

ARCHITECTURE

Alterations, balconies, patios, windows, patio and front doors, screen or security screens, air conditioning units, heater unit's (HVAC) and any foreign objects, such as satellite dishes and the like.

SECTION 1

ALTERATIONS

A. <u>Members (owners) or residents shall make no alterations, additions or modifications</u> to either the exterior of the buildings or the structural components of any unit, including inside walls, may not be made without first obtaining written approval in writing from the Association Board of Directors. (This would include the Hardie Board, stairs, stair landing, fencing, plumbing, stucco walls, balcony floor and patio slab)

Fine \$75.00 + REPAIR COST

- **B.** <u>Outdoor Carpet on wood balconies</u> creates a condition for dry rot on balcony floor. Homeowner will be responsible for repairs or replacement if homeowner installs carpet, outdoor carpet, tile or any surface not approved in writing by Association Board of Directors.
- C. <u>Outdoor ornaments or other decorative features is prohibitive</u> on common area walls, buildings, stairs or fencing. (This would include hanging lights, chimes, or brackets and decorative art)

D. Flooring

Keep in mind when installing tile, wood or laminated flooring in the upper units that these materials create excess noise and it is recommended that adequate padding or subfloor is installed underneath these materials to prevent or minimize the transmission of noise and sounds created by such floors.

- E. Front Doors-are owned by the homeowner and is the responsibility to maintain and kept in good condition. Door paint color is Dunn Edwards-Bear In Mind
- **F.** Front Door Trim-Is not to exceed the width of 2 inches around the door. Trim color is the same as the front door. Dunn Edwards-Bear in mind.
- **G.** Security Screen Door-you will need Association Board approval for security screen doors, due to penetration of stucco wall. Screen and Security Screen must match the front door color and the color is also Dunn Edwards-Behr In Mind.
- H. <u>All windows and doors</u> must be approved by the Association before purchase and installation. Permits are required for new installation and will also need the approval from the Association.
 - 1. Window trim white only
- I. <u>Patio Umbrellas</u>-must be of a neutral color i.e. brown, tan, no prints, and no easy up canopies.
- J. <u>Balcony Roller Shades</u>-Check with the Association on approved shades

Fine \$50.00

K. <u>All washer and dryers</u> must be permitted by the City of Santa Clarita and a copy of the signed permit must be given to the Association as proof.

L. Patio Sheds-<u>Storage of refuse</u> can only be placed in designated containers on patios or balcony. Storage sheds will be allowed in the downstairs patios if they are no larger than 5 feet high by 8 feet wide, and are at least 1 inches below the fence line and the top of the shed is painted Board approved color. Storage containers or shelving on balcony must be kept below handrail.

FINE \$100

- M. <u>Balcony Sheds</u> may not exceed beyond the top railing of the balcony.
- N. <u>Personal video camera</u> outside the unit are not permitted on any of the fences, stucco or Hardi Board. Cameras can be installed from the inside of the unit facing out or at the front door of the unit. Any other area on any part of the common area is prohibited. The Ring door bell or similar type will need approval of the Board prior to installation.

FINE \$50 plus cost of repairs

O. <u>Flag Poles</u>- If you would like to display the American Flag you may have a flag pole on a stand not to exceed 6 feet in height and for the balcony, a flag pole bracket attached to wrought iron insert (you can find them at fencehangers.com)

SECTION 2

MAINTENANCE

A. <u>Maintenance of screens</u> of each unit is the member's obligation. All screens for windows, doors, sliding glass doors must be kept in good condition.

FINE \$50.00

B. <u>Balconies and patios</u> must be kept neat in appearance at all time. This is to include, free of leaves and other debris. They are not to be used for the storage of miscellaneous unsightly objects such as clothing, towels, brooms, bicycles, etc.

Bikes should be kept in the storage closet or on bike rack in the home that is not attached to building with nails or screws. Storage container are not to surpass the hand rail on any balcony or fence level on lower units. Bikes can also be stored in bike pod on the balcony or patio with architectural approval.

FINE \$50.00

SECTION 3

REPLACEMENTS

A. <u>Replacement of screens and screen doors</u> and similar installations undertaken by individual members (owners)/residents must conform to Association architectural guidelines. Screen doors shall be brown and must be equipped with automatic door closures. Security screen doors are acceptable if installed correctly. Contact the office for further information.

SECTION 4

FOREIGN OBJECTS

A. <u>Windows and window sills</u> shall remain clear of all objects other than conventional window coverings. No aluminum foil, card board or window air conditioner. Curtain color to be a neutral color such as beige, tan or white looking in from the outside in. Members (owners) can have any color in the unit, but again, neutral facing out. **Window air conditioners are not permitted**

FINE \$50.00

B. <u>Articles of any kind</u>, including planter boxes and flower pots, may not be placed on balcony or fence top rails or on fencing without a catch basin underneath to prevent any water damage to patio floor, balcony floor or tile landings. All pots and planter boxes cannot be attached or screwed into fences or balconies.

FINE \$50.00

C. <u>Antennae, satellite dishes or other devices</u> for television or radio reception may not be placed on the common area without prior approval by the Association Board of Directors. Request must be made in writing and approval will be handled on a case by case basis. If the satellite dish is currently or to be installed with fasteners that penetrate the roofing material, and is removed or damaged, the Association is not responsible for any leaks that occur as a result of the roof penetrations from these fasteners. There is to be no installation on buildings or fascia boards. The Board strongly advises you to make your installer aware of the policy before you proceed with your satellite dish installation.

FINE \$100.00 plus repairs

D. <u>Wires from Dish TV or Direct TV</u> or any other television companies that place an antenna or dish like contraption on the building walls or fascia will be cut and taken down at owner's expense.

FINE \$100.00

E. <u>Awnings, exterior window shades and overhead patio covers</u> are not permitted. Patio storage sheds must be approved in writing by Association Board of Directors.

FINE \$50.00

F. Balcony Shades-please contact the office for approved balcony shades

ARTICLE 3 DRIVEWAYS AND PARKING FACILITIES

Designated uses of carports, garages, adjacent driveways and private streets

SECTION 1 APPLICATION OF CALIFORNIA VEHICLE CODE

Unless otherwise stated herein, use of vehicles on private driveways and streets of the Association should be in accordance with state laws and Association rules.

SECTION 2

DRIVING

A. Vehicles should be driven with caution and at speeds **not to exceed** ten (10) miles per hour within the Association complex.

FINE: \$75.00

SECTION 3

PARKING

- A. <u>Parking in designated fire lanes</u> a term which encompasses all carport driveways is prohibited. Vehicles so parked are subject to immediate **tow-away at owner's expense**.
- B. <u>Vehicles parked within the carports or garages</u> may not extend beyond the concrete pad of the enclosure into the driveway. Members (owners) and tenants that back into the carport area will be responsible for any damage done to the stucco wall, caused by trailer hitches or back bumper and vehicle exhaust

FINE: cost of repairs

- C. <u>Vehicles may not be parked on the private streets or within the common area of the Association</u> (except for assigned carports) for more than 96 hours. Any vehicle parked longer than 96 hours will be cited and then towed immediately at the owner's expense. Parking Pass is required. FINE: \$50.00
- D. Any car parked on Association streets (Hogan, Venturi or Nicklaus) or on Fairways Street Player Drive and in carport must display parking pass.

- E. Any parking on Player Drive must be on Lakeshore designated parking spaces.
- F. Car covers are allowed only if security can lift and inspect license plates.
- G. There is no recreational parking anywhere on VLSHOA property, this includes, trailers, RV's, water craft, except where designated by the Board.

SECTION 4

PARKING FACILITIES

CC&R's ARTICLE VII, SECTION 9

PARKING RULES

- The VLSHOA is the owner in lawful possession of all private streets and carports in the Valencia Lakeshore. Parking is restricted on Association owned streets and Carports. The security employed by the VLSHOA has been instructed to patrol our streets and carports day and night, to enforce applicable vehicle codes and VLSHOA parking regulations adopted by the Association. The Sheriff's Department has authorization to enter the VLSHOA to enforce any law.
- 2. The VLSHOA upholds and enforces all applicable City and County vehicle codes
- 3. The California Vehicle code (including but not limited to) section 22658(a), provides for removal of vehicles parked in violation of the vehicle code, at the owners' expense.
- 4. Any signs which may be posted by VLSHOA at the entrance of VLFHOA streets, carports, or on any fence or wall within VLSHOA shall apply to the entire VLSHOA property.

5. VLSHOA Parking Permits & Guest Passes

All residents must have a VLSHOA parking permit displayed on the window of their car in order to park on VLSHOA streets. Without a parking placard displayed on your car, you will be in violation of the VLSHOA Vehicle Parking Rules. It is the responsibility of each owner to supply their tenants with the parking permits that were sent to the owners. It may be attached to back side of the rear-view mirror or on the dashboard.

Any vehicle parked without the parking permit displayed, can be given a parking violation citation. If a resident normally parks in their carport or garage, and infrequently parks on VLSHOA streets, it is highly recommended that they display the sticker to avoid a citation, fine or tow. Most citations will be a First (1st) warning without a fine or tow. Any citation violation rendered after a first warning will result in either a fine and or a tow.

Security and the VLSHOA are very serious on this matter. Tows are under the authority of section 22658(a) OF THE California Vehicle Code and as directed by the property management and or the Board of Directors.

Each property owner is authorized to have two (2) parking permits and one guest pass. More permits are available through the VLSHOA office, for a fee. All guest passes, and parking permits are owned by the VLSHOA and must be returned to the owner or VLSHOA if the owner sells their property.

RESIDENTS PARKED IN THE VALENCIA LAKESHORE are permitted to park on the private streets for up to four (4) days. Private streets are; Hogan Drive, Nicklaus Drive and Player Drive. Resident who need to park longer, due to an extended vacation or business trip, or any other unusual circumstance, need to get a Temporary Parking Pass (Extended Parking Pass) from the VLSHOA office, showing the approved added parking time, or length of the extension.

ALL VISITORS & GUEST must have a VLSHOA guest temporary parking pass to park in the Lakeshore, and they may park for up to 48 hours.

EXTENDED PARKING PASSES: Any vehicle displaying a guest Parking Pass will need to move the vehicle after 48 hours. After 48-hour limit has passed, a vehicle is considered an abandoned vehicle. Visitors who need to park longer need to secure and Extended Parking Permit from the VLSHOA office that indicates the approved length of extension.

OTHER UNKNOWN VEHICLES: will be tagged and towed after ninety-six (96) hours.

Violators of VLSHOA parking rules may be tagged and towed. All towing charges are the responsibility of the vehicle owners.

Garage Doors-When not in use, garage doors are to be kept closed. Fine \$25.00

<u>Assigned parking</u> for individual units is restricted to use by the particular unit's residents. Unauthorized parking or other use of these spaces is prohibited. Violators are **Tow away at owners' expense**

Motorized vehicles may not be **dismantled**, **rebuilt**, **repaired**, **repainted or serviced** (including oil change), in the designated parking areas or private streets of the Association complex.

FINE \$50.00 + CLEAN UP COSTS.

<u>Recreational, commercial or similar type vehicles, including cars, trucks and vans</u> may not be parked or stored on the private streets of the Association complex except for loading and unloading purpose (see CC&R's page 31 for applicable definitions of recreational and commercial vehicles)

FINE \$75.00

Parking or storage of any vehicle within the Association complex which is deemed by the Board of Directors to be in substantial disrepair, visibly damaged, been in an accident or dismantled and has not moved within 96 hours is prohibited. This would include leaking oil, transmission fluids, flat tires, lack of license plates or expired license tags, etc. Vehicle will be towed immediately at the owner's expense.

FINE \$75.00

<u>Use of carports for storage</u> of anything items, vehicle, motorcycle is prohibited.

Washing cars is prohibited on any part of Association property due to the strict water conservation policy set by the State of California.

NOTE: Please see Article 1 of this document, Use of Common Areas in General, for prohibitions pertaining to the creation of obstructions and outdoor activities within the Association complex, including carports, driveways and private streets.

Work trucks or vans owned or assigned to homeowners, tenants, lessees (tenants under a lease), or renters, or occupants, are not allowed to be parked on Lakeshore property between the hours of 5:00pm of one day through 7:00am of the following day. A work truck or van is defined as any vehicle so designed and so equipped, which would make their primary purpose other than the transportation of passengers. Work trucks may also be defined as any truck with business lettering anywhere on its body; any three or more-axle vehicle. Contact the Association for approved designated parking area for work trucks and vans. In the future, the Board will designate commercial vehicles assign to owners to park in a designated parking area off Nicklaus Drive. Contact management if this relates to you.

The following types of vehicles are not allowed to be parked on any Association streets: Motor homes; buses; trucks (see definition above); boats, inoperative vehicles, or any vehicle which extends past the original location of the rear bumper or trailer. No non-motorized vehicle or other wheeled device may be left parked on any Association streets at any time, i.e. boat, trailer, camper, etc. Such vehicle will be subject to immediate towing.

For the convenience of a contractor performing maintenance or emergency repair on the premises, such contractor can park their work vehicle in the carport provided that they secure a pass from the VLSHOA office to park there while they do the work.

The Association considers intentionally moving a vehicle back and forth on Association streets, for the purpose of circumventing these rules to be "storing" the vehicle. The Association will not allow vehicles to be stored on Association streets.

Any vehicle parked fully or partially in a red "No Parking" zone shall be subject to immediate towing. This includes any portion of the front or rear bumper and/or trailer hitch.

The unit owner may be held responsible for any vehicle violation caused by a tenant or guess. In the event a tenant continues to cause owner problems, then the owner may be asked to evict the tenant.

The speed limit for traffic on the Association streets: Hogan Drive and Nicklaus Drive is 10 mph. The speed limit on the public streets: Trevino and Golf View, is 25 mph. Excessive or disturbing noise from vehicle/motorcycle motors, mufflers, alarm systems, or sound systems is prohibited. Changing alarm sensitivity is requested. Reducing speed and lowering stereo volume when entering VLSHOA.

Neither the Homeowners Association nor the Board of Directors shall be responsible for the maintenance, insurance, liability, vandalism or any damage, which may come to any vehicle or any personal or private property contained in the vehicle.

A vehicle may not be parked facing the opposite direction of normal traffic, and may be subject to immediate tow by the Association.

Owners of vehicles found to be in violation of the vehicle parking regulations or polices are to be notified of the Association's intent to assess fines or have the vehicle removed, unless the vehicle is subject to immediate towing. This notification shall be posted on the vehicle and be given one time only. Once the notice has been given, the Association will wait a minimum of ninety-six (96) hours before issuing assessment or tow authorization. A hearing shall be held for VLSHOA owners before the Board levies a fine for a parking violation.

Any vehicles, whether automobile, SUV, van, pickup truck, etc., that have printed or written advertising on the body or windows, are not allowed to park on any of the private streets of the Lakeshore. They can only be parked at designated area of the Association or on the two public streets, Golf View Drive and Trevino Drive. Such commercial vehicles will be cited for a tow and a fine.

ARTICLE 4

USE OF RECREATIONAL FACILITIES

SECTION 1

POOLS AND SPAS

Pool Hours-Main Pool by Club House 8:00am to 10:00pm.

Small pool 8:00am to 10:00pm

NOTE: lifeguard services are not provided by the Association. Accordingly, persons using these facilities do so at their own risk. Each person should be aware of the equipment and printed guideline available in the recreation area for emergency situations.

1. Pool/Tennis court /Pickleball court/Basketball court/Laundry Room keys are the property of the VLSHOA and must be transferred to the new homeowner/resident or returned to the Association. Each unity is issued one (1) pool/tennis court /laundry room key.

2. Security personnel have the authority to enforce Association Rules and Regulations and may make decisions regarding individual use of a facility or Association amenity such as the pool areas. The Association and/ or security personnel may take possession of a key from anyone whenever it is deemed necessary, any person who refuses to surrender a pool, tennis court or laundry room key when directed to do so by the Association and/or security personnel, may face discipline and/or legal action. Homeowners and residents are not permitted to loan or give a key to anyone. Homeowners may be responsible for the cost associated with the replacement of a lost, stolen, or damaged key.

Replacement key cost \$75.00.

- 3. At their discretion or by direction of the Board, security personnel may instruct any individual(s) to refrain from any activity or use of a specific toy or devise, including drones, while using an Association facility or amenity such as the pool area. Large floatation devices such as car tire size floats and boogie boards are prohibited from the pool area. Persons who refuse to modify their behavior according to the direction of security personnel may face ejection from the pool area by request or by action of law enforcement.
- 4. All damages or repair cost resulting from the misuse of the pool recreation areas and furniture will be charged to the homeowner.
- 5. The Association has two (2) pool areas. Pool #1 is located at the Club House on Hogan Drive. Pool #2 is located in the center of the complex between buildings E, W and R. All pool rules, as posted in pool areas, and/or as set forth in this document, must be observed. Violation of pool rules and regulations may result in a fine and/or confiscation of Association pool keys at the owner's expense. A violation of any Association rule while in a pool area may result in ejection from the pool area, and possibly a loss of privileges.
- Pools #1 and #2 are open and heated from approximately May 1 through September 30 of each calendar year. Everyone is welcome in these two pools. Pool hours in #1 are from 8:00am to 10:00pm daily. Pool #2 hours are from 8:00am to 10:00pm. Quiet hours in all Pools are 8:00am to 10:00am and 8:00pm to 10:00pm.
- 7. The spa at Pool #1 may be used by persons under age 14, however they must be supervised by an adult over age 18 due to safety concerns. The spa is not recommended for use by infants or children 5 years old and under, even with supervision, due to risk of overheating and dehydration and drowning. Children between 6 and 14 should be supervised by an adult while using the spa. Individuals over age 14 may use the spa without adult supervision.

The spa is kept at 101 degrees. Individuals using the spa do so at their own risk and should give consideration to avoiding prolonged exposure to high temperatures, especially your children and the elderly. The Association assumes no responsibility for injuries caused by use of the spa. For the comfort and enjoyment of all, rambunctious, loud or disturbing behavior will not be tolerated in the spa. Consideration should be given to communication at a normal level of conversation. No persons in diapers are allowed in the spa. Spa hours are 8:00am to 10:00pm. Winter months (October-April) spa will be heated only Friday, Saturday and Sunday

- 8. No flotation devices of any kind are allowed in the spa. Persons who cannot swim should not use the spa. Warning: consuming alcohol while using the spa could present a health risk.
- 9. Children under the age 14 must be accompanied by an adult 18 year or older **AT ALL TIMES.** The supervision of children shall be strictly observed. The responsible homeowner must continuously monitor the children in his or her charge while in any of the pool areas.

first (1^{st}) citation -\$50.00, Second (2^{nd}) citation -\$100.00

10. No persons are permitted in the pool or spa with diapers except swim diapers. Care givers or parents should check the diapers every 30 to 60 minutes and change them away from the pool to prevent contamination of the pool. It is recommended that small people in diapers use the wading pool in pool areas #1 for their safety.

first (1st) citation -\$50.00, Second (2nd) citation -\$100.00

11. The pool and spa areas are for the exclusive use of residents and their invited guest. To allow enjoyment by all residents, a maximum four (4) guest per unit is permitted. All guest must be accompanied by an owner/resident at all times. Owners/residents are responsible for the conduct and safety of their guest while using the pools and/or spa.

first (1st) citation -\$50.00, Second (2nd) citation -\$100.00

12. Pool noise must be kept to a minimum. Excessive noise such as yelling, screaming etc., by anyone, is not permitted. Abusive behavior and offensive language will not be tolerated. No radios are allowed, unless the individual uses headphones so that others are not disturbed. Conduct in pool areas must be orderly. Games that would restrict other users; running on the pavement; noisy behavior, and unnecessary splashing are not permitted. Aquatic games must stop if other swimmers are in the pool.

first (1st) citation -\$50.00, Second (2nd) citation -\$100.00

13. No beverages in glass containers are permitted in the pool area. Beverages may be consumed in the pool area from plastic, metal, or unbreakable containers only. No glass of any kind is allowed in the pool area.

- 14. All floating rafts, boogie boards, surf boards, and blow up toys are prohibited in the pool area AT ALL TIMES. Please leave them at home or they may be confiscated. Pool noodles and designated personal safety flotation devices, which do not inhibit the use of the pool by other swimmers, are allowed. Personal safety flotation devices are subject to Board approval. Kickboards used for lap swimming are allowed. Persons playing with toy water gun devices should use care not to disturb other swimmers.
- 15. No pets are allowed in the pool and/or spa areas.

first (1st) citation -\$50.00, Second (2nd) citation -\$100.00

16. No skateboards, roller skates, rollerblades, scooters, or bicycles are allowed in the pool and/or spa areas.

first (1st) citation -\$50.00, Second (2nd) citation -\$100.00

17. No diving or "jumping from any elevated platforms" allowed in any of the pool and/or spa areas at any time. The depth is not sufficient for diving.

first (1st) citation -\$50.00, Second (2nd) citation -\$100.00

18. All refuse, including bottle caps, cigarette butts, paper and containers should be deposited in proper trash containers or removed from the premises. Surveillance cameras will capture videos of all trash strewn areas and those who are responsible. Security and/or property manager will make contact, and issue a citation fine. Fines will be assessed to the property owner after notice and a hearing.

Fees are first (1st) citation -\$50.00, Second (2nd) citation -\$100.00

19. Smoking is prohibited at any pool or common area. Use of any drugs will result in a fine of \$250.00. See City smoking rules in addendums.

first (1st) citation -\$50.00, Second (2nd) citation -\$100.00

20. Safety equipment provided in the pool area must remain in the area at all times. These items are not to be used as toys. Do not remove them from their intended places except in case of emergency.

first (1st) citation -\$50.00, Second (2nd) citation -\$100.00

- 21. Insurance restrictions require gates to the pool areas be kept closed and locked at all times. Failure to comply could result in your disciplinary action. It is against the rules to prevent a pool gate from being able to close completely.
- 22. Pool amenities such as cement benches, tables, and umbrellas shall not be moved by anyone other than property representatives. There shall be no removal of pool umbrellas, putting them into, and/or attaching them to the steps or step railing in any way. This type of activity can result in your pool key taken away.

first (1st) citation -\$50.00, Second (2nd) citation -\$100.00, plus repairs

23. No soap or other foreign substances are permitted in the pools or spa.

first (1st) citation -\$50.00, Second (2nd) citation -\$100.00, plus repairs

24. <u>Boisterous conduct</u> involving running, pushing, shoving, diving or other rough or reckless activity is prohibited.

FINE \$50.00

- 25. <u>Pool facilities</u> such as furniture or space may not be reserved.
- 26. <u>Alcohol is not permitted</u> at the clubhouse pools, the playground or any common areas within the complex.

FINE \$50.00

SECTION 2

PLAYGROUNDS

- A. Improper use of equipment, unsafe activities and excessive noise is prohibited. FINE \$25.00
- B. Dogs will be allowed in the playground area only if dogs are compatible with persons and other dogs and not dangerous, vicious or aggressive. Owner is responsible for picking up after their dog/dogs. (When Open Area Park is constructed, this area will be used for dogs and dog owners in order to keep new playground clean of animal wasted.)

SECTION 3 TENNIS, BASKETBALL AND PICKLEBALL COURT

- A. <u>Courts are for the exclusive use of residents and their guest</u> unless otherwise authorized by the Association Board of Directors
- B. <u>**Guests**</u> are not permitted to use the courts without the presence of members (owners) or residents who have invited them.
- C. A member or resident is permitted **no more than four (4) tennis playing guests** on the courts at any one time.

D. As in the common areas, **roller blades**, **roller skates**, **bicycles**, **skateboards**, **scooters and other such vehicles** are prohibited anywhere within the court complex.

FINE \$50.00

E. **Pets** are not allowed within the tennis and sport court complex.

FINE \$50.00

ARTICLE 5 NUISANCES: NOISE, PETS, SIGNS, and ALCOHOLIC BEVERAGES

SECTION 1

NOISE

A. <u>No member (owners), resident or guest</u> shall make or permit to be made, any disturbing or unreasonably loud noise, including those from television, radio, recorders or other instruments, as well as from parties, games, dogs, squawking parrots and the like, either within the individual units or the common area, which may interfere with the rights to quiet enjoyment of others.

FINE \$100.00

SECTION 2

PETS

- One small dog is allowed based on the CC&R's Article VII, Section 11 Pets
- Animals may not be bred or raised for commercial purposes within the Association complex. CC&R's, ARTICLE VII, SECTION 2 (NO MORE THAN ONE SMALL ANIMAL PER UNIT)
 - A. <u>All dogs must be leashed</u> (as per city laws as well as Association rules) and under the charge of persons capable of controlling them, within the common areas of the complex.

FINE \$50.00

B. Pets are not allowed at any time in the swimming pool or tennis courts areas of the complex.

FINE \$50.00

C. Anyone walking a dog (or dogs) within the common areas of the complex shall be held **responsible for removing any excrement** deposited by the animal(s). Pooper Scooper dispensers are located in several areas throughout the complex for your convenience.

FINE \$75.00

D. **Domiciling or treatment of animals** within the Association complex must be in compliance with the County of Los Angeles Code.

FINE \$50.00

E. **Feeding of water fowl or fish** in and around the lake is strictly prohibited at all times. Anyone doing so will be **fined \$100.00** and reported to the Department of Fish and Wildlife. The feeding of the Canadian geese is prohibited by federal law as they are protected species and their fines are substantially higher.

FINE \$100.00

F. <u>Residents with cats</u> are responsible for providing and ensuring the use of litter boxes for their cat. The common areas, patios and planter boxes of other residents are not to be used by cats for this purpose.

FINE \$25.00

G. **Feeders** whether for birds or pets should be kept on your own patio or balcony and must be positioned so that food from the feeder does not drop onto neighbor's patios or into the common area. Please bring all pet feeders inside at night to avoid attracting coyotes and other animals to the development.

FINE \$25.00

- H. **Please watch for changes in your pet's behavior**. Most dogs and cats will chase wild animals and can be bitten. Any unusual behavior exhibited by your pet or observed in any wild animal should be reported to the Department of Animal Control and the Association Board of Directors.
- 1. No potentially dangerous or vicious dogs are permitted within the complex, i.e. If your dog(s) are aggressive towards other animals or people.

SIGNS

A. Members and residents are expressly forbidden from placing any sign or signs in, upon or about the Association common area, except where so designated by the Board of Directors.

FINE \$25.00

- B. The member (owner) of a unit may display a sign or signs of up to 18'x24" advertising the unit for sale or rent. This shall be appropriately displayed, on slider or bedroom window as determined by the Board of Directors.
- C. Neither members (owner), residents or guest may display their names, numerals, letters or other identification other than those provided or designated by the Association, in any place within the common area.

SECTION 4

ALCOHOLIC BEVERAGES

A. Alcoholic beverages may not be dispensed for sale anywhere within the Association complex.
 FINE \$50.00

ARTICLE 6

OCCUPANCY PROVISIONS

SECTION 1

DOCUMENTATION

A. <u>Members (unit owners) are required to supply the names of all occupants</u> in their units to the Association Board of Directors, whether owner occupied or not. (If there should be any type of emergency that the Association would need to respond to, they would need to know who was in the unit and will need a key to enter.)

FINE \$50.00

B. Concurrently with the <u>consummation of the sale of any unit</u> or within five (5) business days thereafter, the transferee (new owner) shall notify the Board of Directors or cause the Board to be notified in writing of such sale. (Section 14, Article VII, CC&R's)

FINE \$50.00

C. It shall be the responsibility of each owner of a condominium to notify the Association, within thirty (30) days of the close of escrow, of the name and address of the holder of his/her first mortgage on his/her particular condominium, and further, to notify the Association of any subsequent change in lenders thereafter (Section I, Article XIV, CC&R's).

FINE \$50.00

D. It shall be the responsibility of each owner to carry homeowner's insurance or pay for all damages done to adjacent units or down stairs units if an incident should occurred due to accidental or lack of maintenance.

SECTION 2

CONDOMINIUM USE

A. All units of the Association shall be used solely for <u>single family residential purposes</u> (Article VII, CC&R's) County Codes limit number of occupants in each size of units, for example; the first two persons should not have less than 630 cubic feet (8x10), each person after that should have an additional 500 cubic feet (6x10) of space.

FINE \$50.00

B. Members or residents shall not permit, or suffer to be done, to or within the Association complex, anything which shall <u>obstruct or interfere with the rights of other members and</u> <u>residents</u> or which shall be illegal and/or shall increase the rates of insurance sustained by the Association (Article VII, Section 5, CC&R's).
 FINE \$100.00

ARTICLE 7 RESIDENTIAL MAINTENANCE AND REPAIR

SECTION 1 KEY DEFINITIONS

A. The term **UNIT** as used herein refers to the elements of a condominium which are owned individually and not in common with other owners of the project.

B. The **boundaries of a unit** shall be the interior surfaces of the perimeter walls, floors, ceilings, windows and doors of each unit where they exist, and otherwise to the vertical or horizontal plans at the limits of the dimensions, as shown on the condominium plan that has been filed pursuant to Section 1351 of the Civil Code. The unit shall include both the portions of the buildings so described and the airspace so encompassed.

SECTION 2 OBLIGATIONS OF OWNERS

A. <u>Every owner must perform promptly</u> (within a period of sixty (60) days from date of notification from the Board of Directors), all maintenance and repair work within his/her condominium, which if omitted, would affect the project as a whole or in part, belonging to other owners, and is expressly responsible for damages and liabilities that his/her failure to comply may cause.

FINE \$100.00

- **B.** <u>All repairs of internal installations</u> of the unit such as water, power, sewage, telephone, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be maintained at the owners' expense.
- **C.** <u>An owner shall reimburse the Association</u> for any expenditure incurred by the Association for repairing or replacing any common area facility damaged through such owner's fault.
- **D.** <u>An owner shall not make structural changes, alterations, additions</u> or modifications to the building in which his/her unit is located, or to any portion of the common area without prior written approval by the Board of Directors.

FINE \$250.00 + REPAIRS

- E. <u>Air Conditioner Condensation Lines should be cleaned out each year</u> Owner of unit will be responsible for all damage to his/her own unit and/or neighbor's unit caused by the failure to clean the lines.
- **F.** Members shall be responsible to the Association for <u>compliance with all applicable</u> <u>ordinances</u>, statutes and requirements of state and local Boards of Health concerning the physical condition, occupancy and use of their individual units.

FINE \$100.00

G. <u>Members are required to maintain their units</u> in such a manner as deemed necessary by the Board of Directors, to preserve and protect the attractive appearance and value of the project, subject otherwise to sanctions (Article VII, Section 2, CC&R's)

FINE \$50.00

ARTICLE 8

OTHER PROVISIONS

SECTION 1 OWNER/RENTER USE RIGHTS

- **A.** When an owner rents his/her condominium, all rights regarding use of the common area facilities are assigned to the tenant. Should the owner, by agreement with the renter, retain certain of these rights, the owner must provide the Association Board with written documentation of such agreement.
- **B.** Owner is obligated to provide the Association with their tenant information, such as name, phone number (both work and home)

SECTION 2

CLUBHOUSE RENTAL POLICY

- A. <u>The Association clubhouse is available for rental</u> to persons 21 years of age and older. No gatherings exclusively for minors are allowed without permission by the Board of Directors. Exceptions are made for persons under the age of 21 with adult supervision during day light hours. Owner of unit must be present at the event.
- **B.** <u>Rental rates for resident/non-resident status</u>. In addition, a security deposit and insurance is required and fees for cleaning and security guards are applied. All reservations are made on a first come first served basis without exception.
- C. Rental of the clubhouse <u>does not include the use of the pools, sauna, park and upper</u> <u>second floor room or office area.</u>

NOTE: for complete clubhouse rental policy including rates and reservation form, please contact the management office Monday, through Friday, 9:00am to 4:00pm

SECTION 3

COMMON AREA KEY POLICY

A. Replacement keys are available at the Association office at a price of \$75.00 per key. It should be emphasized that these keys are intended to protect both the security and privacy of Association residents, who are urged to use due care in their use to avoid misplaced, misused or stolen keys.

SECTION 4

COPIES OF COCUMENTS

A. Among the **primary documents** copies are the CC&R's, By-laws, Rules and Regulations, Clubhouse Rental Policy, Association organization charts, maps, unit layout. Various acquisition and circulation policies apply. Cost is \$.15 per page. Request should be given in writing to the Board of Directors.

ARTICLE 9

ENFORCEMENT

SECTION 1 AUTHORITY OF THE BOARD

A. The Board of Directors shall have the right to adopt Rules and Regulations on behalf of the Association, consistent with the CC&R's and By-laws, and to impose monetary penalties for violations thereof, after notice and a hearing as well as to amend same from time to time as conditions may require.

SECTION 2

NUISANCES

A. <u>The breaking of any Rule or Regulation</u> in whole or in part, constitutes a nuisance, either public or private, and every remedy allowed by law or in equity against same may be exercised by the Association.

SECTION 3

LIENS

A. On behalf of the Association, the Board shall have the power and duty to file (record) liens against members due to non-payment of assessments/penalties duly levied as well as to foreclose said liens, as provided in Section 1367.1 of the Civil Code.

SECTION 4

HEARINGS

A. The Board is authorized to hold hearings to determine whether or not to discipline members of the Association for alleged violations of it Rules and Regulations, By-laws and CC&R's including suspension of common area privileges and voting rights. Notice of said hearing must be given to the accused member.

SECTION 5

DELINQUENCIES

A. Any assessment shall become <u>delinquent if not paid on the due date. A late fee of 10% will</u> <u>be added to owner's monthly billing after the 15th of the month.</u> The Board of Directors has the authority to enforce the Association Collection policy by adding late charges, interest and collection costs, including attorney's fees to delinquent accounts.

SECTION 6

RIGHT OF ENTRY

- A. Any person(s) authorized by the Board of Directors shall have the right to enter any unit in case of an emergency originating in or threatening such unit, including, but not limited to the need for immediate repairs, safety measures or to abate nuisances whether the owner or occupants are present at the time. All residents shall provide the Association Board of Directors with a key pursuant to ARTICLE VIII, SECTION 1 OF THE CC&R'S.
- B. In addition, every unit owner and occupant, when so required, shall permit other unit owners or their representatives to enter his/her unit at reasonable times with at least a 3 day notice for the purpose of performing authorized installations, alterations or repairs to the common elements therein, provided that request for such entry is made in advance.

ARTICLE 10 ANNUAL AND OTHER MEETINGS OF ASSOCIATION MEMBERS

SECTION 1

ANNUAL MEETING

- A. <u>Annual meetings</u> of the Association members shall be held on the <u>last Thursday of March</u> of each year, at which the members shall elect a Board of Directors, consisting of seven (7) members, all of whom shall be Association members.
- B. Every member entitled to vote at any Board election may cumulate his/her vote, partially or totally or not at all.

- C. **<u>Voting</u>** may be carried out either in person or by proxy by secret ballot.
- D. At all meetings of Association members, a quorum established by the presence, in person or by proxy, of <u>fifty-one percent (51%)</u> of such members is required for the transaction of any business other than adjournment or postponement to another time.
- E. If the required fifty-one percent (51%) quorum is not present, the meeting shall be adjourned. At the subsequent meeting, the required quorum shall be one-half (1/2) that of the original meeting.
- F. An <u>adjournment for lack of a quorum</u> shall be to a date not less than five (5) no more than thirty (30) days from the original meeting date.

SECTION 2 REGULAR AND SPECIAL MEETINGS OF THE BORAD

A. <u>Written notice of regular and special meetings of the Board</u> shall be given to Association members (owners) by the Board of Directors at least four (4) days in advance of any such meeting, except in emergency situations. At least two (2) days' notice will be provided for executive session.

NOTE: This document shall serve as written notice of Regular monthly meetings of the Association Board of Directors. Meetings shall convene at 7:00pm on the last Thursday of each month, except November and December, when there is a conflict with Thanksgiving and Christmas, unless otherwise scheduled and accompanied by the appropriate notification to members. Monthly Board meetings are open to all homeowners who wish to attend; however, they are for the purpose of conducting regular Board business only.

(SOURCES: Articles 4 and 5 of the CC&R's)

Article 11

Insurance Claims

A. **Only the Board of Directors may file a claim against the Association's master insurance policy**. If a claim is filed by a homeowner or tenant and the cause of the damage is within the homeowner's responsibility for maintenance and repair, the homeowner will be specially assessed the insurance deductible and it will be payable within 30 days from the notice of assessment or within whatever time period the Board may determine is acceptable.

FINE \$150.00

HOME BASED BUSINESS

Home based businesses must be approved by the City of Santa Clarita and a copy of the signed permit must be given to the Association Office.

CONDITIONS OF APPROVAL

- 1. There shall be NO exterior storage of materials in the conduct of a home occupation.
- 2. A home occupation shall be conducted entirely within a dwelling. Materials and goods incidental to the home occupation shall not be stored, and no permanent work area, work bench or structure shall be built within the required ten (10) foot by twenty (20) foot garage parking area. No storage in carports.
- 3. No exterior alterations of the dwelling shall be made which would change the residential character of the home.
- **4.** Electrical or mechanical equipment which creates visible or audible interference in radio or television receivers or causes fluctuations in line voltage outside the dwelling unit shall be prohibited
- 5. Only the residents of the dwelling unit may be engaged in the home occupation
- 6. There shall be no sale of goods on the premises
- 7. The establishment and conduct of a home occupation shall not change the principal character or use of the dwelling unit involved.
- 8. No signs shall be permitted for home-based businesses
- 9. The required residential off-street parking shall be maintained
- **10.** A home occupation shall not create vehicular or pedestrian traffic in excess of that which is normal for the zone in which it is located
- **11.** No vehicles or trailers (including pick-up trucks and vans) or construction or other equipment, except those normally incidental to residential use, shall be kept on the site
- 12. Vehicles or engine repair shall not be permitted as a home occupation
- **13.** The following businesses shall not be permitted by home occupation permits: alcohol sales, food preparation, fire arm sales, on-site massage therapists, hair dressers, retail sales, vehicle storage, vehicle sales and vehicle repair, commercial kennels, commercial stables, breeding facilities and forensic testing.
- **14.** Businesses that incorporate food preparation, fire arm sales and alcohol sales are not permitted by home occupation permits
- **15.** Visitation and deliveries incidental to the home occupation shall be limited to the hours of seven a.m. to seven p.m. Monday through Friday, eight a.m. to six p.m. Saturdays and Sundays and shall not be permitted on holidays
- **16.** The home-based business shall cease, and the home occupation permit shall become null and void when the use becomes detrimental to the public health, safety and welfare, or constitutes a nuisance or when the use is in violation of any statute, ordinance, law or regulation
- **17.** Additional conditions as deemed necessary of the Community Development Director



	·		
Unit A	Address		
Day Phone		Evening Phone	
Туре о	of Architectural Change:		
	Retrofit Windows		
	Other Windows		
	Patio Door		
	Front Door		
	Screen or Security Screen Doors		
	Satellite Dish		
	Air Conditioning and Heating units		
	The Ring Door Bell		
	Washer and Dryer		
	Other		

Please include drawings, brochures, photographs, color and material samples whenever possible.

The Board has 30 days to review architectural change request based on they meet once per month.

Deliver request to: or email it to **lakeshorehoa@att.net** Valencia Lakeshore HOA 24316 West Venturi Drive Valencia, CA 91355