

SHORECLIFFS TERRACE, INC.

San Clemente, California

REVISED RULES AND REGULATIONS

REVISED

September 26, 2019

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FORWARD

The Board of Directors has the responsibility of impartial and objective administration of these Rules and Regulations for your protection and enjoyment. The cooperation of all residents is required to achieve our mutual goals of privacy and comfort and to maintain Shorecliffs Mobile Home Park as a beautiful, safe and stimulating place in which to live.

The following general Rules and Regulations are intended to stand the test of fairness, reason and logic which, with your cooperation, will ensure our fundamental rights as residents.

Basically, the Rules and Regulations reflect common sense, decency and respect for people and property. We urge you to become familiar with these Rules and Regulations and assist in reminding those who may have forgotten their responsibilities. Owners who lease their property shall notify their lessees, in writing, that they are governed by all Rules and Regulations to which all Shorecliffs Mobile Home Park residents are governed.

Individuals, such as you, who are volunteering their time to our community, elect our Association Board of Directors. Your cooperation and participation in activities, committee work and as an interested and concerned resident is important to our community.

RULES AND REGULATIONS

Article 1 ASSOCIATION FEES

- a. Association fees, rent and utility fees are payable monthly, due on the first day of each month and paid no later than the fifteenth of each month. If the fees are not paid by the fifteenth, a \$10.00 or 10% of the delinquent assessment (whichever is greater) will be charged and added to the bill.
- b. There shall be a membership transfer fee of \$200.00 paid to the Association upon sales of any condominium by the transferee.

Article 2 LAUNDRY MACHINES

- a. Coin operated laundry machines are available for use by residents only. Please leave machines in laundry room clean. No tinting or dyeing in the machines is permitted. Remove all clothes from machines as soon as they are finished. Hours of operation will be posted in laundry facilities.

Article 3 CONDUCT

- a. No loud disturbing noises between the hours of 11:00 PM and 7:00 AM. Disturbing noises, loud parties or misconduct will not be tolerated at any time.

Article 4 CONDOMINIUM USAGE

- a. Trash will be picked up each Monday and Thursday morning unless the workers are off due to a holiday, then the trash will be picked up the following day. Trash must be placed in containers approved by Management. Garden trimmings must be tied in small three (3) foot bundles. Place trash out at the curb prior to 9:30 AM on day of pick up.
- b. No towels, rugs, wearing apparel or laundry of any description may be hung outside of residence at any time.
- c. No appliance may be placed outside of the residence except when in storage shed or garage.
- d. Trespassing through other condominium property is prohibited.
- e. Patio furniture, barbecue equipment and trash cans are the only items permanently permitted outside of residences.
- f. Trash cans shall be screened from the view of your neighbors.
- g. The guests of any resident must be accompanied by the resident while using any common area.

Article 5 REAL ESTATE "FOR SALE" SIGNS

- a. Owners or their agents may display one (1) sign advertising a condominium for sale on the owner's condominium property that is for sale.
- b. Signs may show the following and meet the following description:
 - i. That the condominium is open for viewing
 - ii. The owner's or agent's name, address and phone number.
- c. Signs must be reasonably located in plain view of the public and not adversely affect public safety, including traffic safety.
- d. Signs must not be larger than four (4) square feet.
- e. Brochure boxes are allowed, one (1) per condominium
- f. Signs and brochure boxes shall not exceed four (4) feet in height.

Article 6 REAL ESTATE "DIRECTIONAL/OPEN HOUSE" SIGNS

- a. Owners or their agents may display directional/open house signs showing the directions to the property for sale.
- b. Signs must meet the following requirements:
 1. Signs may show the following:
 - i. That the condominium is open for viewing.
 - ii. Directions to the address of the condominium for sale.
 - iii. The owner's or agent's name, address and phone number
 2. Signs may not be larger than four (4) square feet.
 3. Signs must be reasonable located and do not adversely affect public safety, including traffic safety.
 4. Maximum of four (4) signs, including one (1) at the condominium for sale are permitted in the park.
 5. Signs may only be displayed between 10:00 AM and 6:00 PM on dates condominium is open for viewing
 6. Flags: No more than two (2) may be used at location of condominium for sale. No other wind driven devices allowed. Flags may not be more than five (5) feet above ground.

Article 7 MOVING & ESTATE SALES

- a. Residents are permitted to have estate sales or moving sales.
- b. The estate sale must be as a result of a resident's death and be held at the home of the deceased.
- c. The moving sales must be as a result of a resident moving and be held at the home the resident is moving from.
- d. Garage sales are not permitted within the park.
- e. Signs advertising estate or moving sales may be placed the same as real estate or directional signs.
- f. All estate and moving sale signs must be removed after three (3) consecutive days.

Article 8 OTHER SIGNS

- a. No other signs may be placed in the Park without written permission of the Board of Directors (See CC&R Article 7.5).

Article 9 SIGNS PLACED IN VIOLATION

- a. Signs placed in the Park in violation will be removed.
- b. Removed signs may be retrieved at the Association office during normal office hours. Signs not retrieved within fourteen (14) days will be disposed of.

Article 10 SOLICITING

- a. No commercial soliciting will be permitted in the community without express approval of Management. Please report commercial soliciting activity to Management. Non-commercial canvassing and petitioning will be allowed pursuant to Civil Code Section 798.51. However, the Association requests that Petitioners be sensitive to resident's privacy.
- b. The Association phone book or membership list shall not be given to anyone other than members and/or residents. Only exception is Association Management Company, Association Attorney and insurance agent.

Article 11 PRIVATE BUSINESS AFFAIRS

- a. The condominium community (Park) or its address shall not be used for conducting any private business or occupation except a residential unit may be used as a combined residence and office to the extent permitted by applicable law, ordinance and current use permit so long as such use does not interfere with the quiet enjoyment of other owners and tenants.

Article 12 INSURANCE

- a. No act or omission shall be committed in the community which places the Shorecliffs Homeowner's Association Inc. in violation of any law or ordinance of the Federal Government, State of California, County of Orange, or the City of San Clemente.
- b. The Association and/or Management assume no responsibility for the loss or injury due to fire, theft, accident or act of God.
- c. The Association recommends that the residents carry the insurance necessary for the protection of his or her home and other personal possessions. Personal liability insurance in adequate amounts should also be included.

Article 13 TRAFFIC AND PARKING

- a. The speed limit within the Park is 15 MPH.
- b. No parking is allowed within fifteen (15) feet of a fire hydrant.
- c. No loud vehicles are allowed in the Park.
- d. Major repair work on vehicles is not allowed on the street or in carports.
- e. Recreational vehicles and house trailers (RVs) may be parked on the street for no more than twenty-four (24) consecutive hours for loading or unloading.
- f. Automobiles and other vehicles, (except as in 13e above) shall not be parked on any part of the street, including street curb, overnight. No part of any vehicle shall overhang street or curb when parked in driveway overnight.
- g. Guest parking areas are reserved for guests. Residents may use guest parking with permission of Management. Residents are urged to have their guests utilize the guest parking areas when visiting. Guests may not park on the street overnight. Guests visiting over three (3) nights must register their vehicle with the park office and obtain a guest parking permit if using guest parking.
- h. Boat trailers shall not be parked on the street.
- i. Pedestrians, golf carts and bicycles shall be granted right-of-way.
- j. Any vehicle, including those belonging to guests, dripping gas or oil must be repaired to avoid damage to paving. Owners of vehicles causing damage to pavement in the community are responsible for the cost of repairs.
- k. All drivers of motor vehicles must have a valid operator's (driver's) license.
- l. All towed vehicles or trailers must remain hooked up to the towing vehicle while parked on any street.
- m. Emergency vehicles MUST have access at all times to all areas of the Park. A minimum twelve (12) foot wide passage must be allowed for passage of emergency vehicles. Do not

park any vehicles or RV on the street if a twelve (12) foot minimum passage cannot be maintained.

- n. No vehicle, RV or trailer parking will be allowed within any traffic circle at any time.

Article 14 POOL AND POOL AREA

- a. Pool hours are from 7:00 AM to 9:00 PM, or as otherwise determined and posted by the Board.
- b. Hours for children three (3) through sixteen (16) years of age are from 11:00 AM to 3:00 PM with the following exceptions:
 - a. On Saturday and Sunday between Memorial Day and Labor Day and the days of those two (2) holidays the hours will be 10:00 AM to 3:00 PM.
 - b. On Tuesday between Memorial Day and Labor Day and the days of those two (2) holidays the hours will be 10:00 AM to 7:00 PM. No children under three (3) are allowed in the pool at any time.
- c. All persons using the pools must shower poolside before entering a pool.
- d. No one under seventeen (17) years will be allowed in the therapeutic pool at any time.
- e. Anyone using suntan oils or lotions, other than ointments, must re-shower before re-entering a pool.
- f. Food and beverages are permitted in the pool area if in non-breakable containers. This privilege may be revoked if it is abused in any way.
- g. No large pool toys or flotation devices are permitted.
- h. No running, horseplay or other potentially dangerous activity will be allowed in the pool area. No diving or jumping into the pools is allowed.
- i. Battery operated radios, recorders, tape players, CD players and televisions are permitted provided they do not create a disturbance.
- j. For protection of deck furniture place towels over them when using suntan oils, lotions or creams.
- k. No pets are allowed in the pools or pool area.
- l. Rules posted in the pool area are part of the Rules and Regulations and by this reference are incorporated herein as set forth in full.
- m. Pool gates must be closed at all times according to California State law.

Article 15 CLUBHOUSE USE

a. GENERAL USE:

- a. The clubhouse and many special facilities within are designed for the use of residents and are primarily available for resident group activities approved by the Social Committee.
- b. These activities include such events as monthly parties, Sunday morning breakfasts, Men's and women's coffee and bridge, bingo, billiards, meetings of the Board of Directors and its committees and the like.
- c. Groups of residents wishing to begin a new activity must submit a written request to the Social Committee. Non-resident individuals or groups may not use the clubhouse or its special facilities.
- d. NO SMOKING will be permitted within both common buildings and the exterior pool and the outdoor covered areas of Shorecliffs Association, Inc.
- e. At no time, regardless of sponsor, may alcoholic beverages be sold, in or out of the Clubhouse, nor can they be exchanged for any ticket, chip or token representing value.

b. TERMS FOR PRIVATE USE:

- a. The clubhouse Great Room and kitchen area may be reserved by a resident for any purpose approved by the Social Committee. Reservations for the Clubhouse do not include the swim pool or pool patio areas nor any ancillary facilities of the Clubhouse such as the billiards room, the exercise gym room, the library, the spa or Jacuzzi, or the card room. Private parties are for personal use only, not outside organizations or businesses.
- b. All private parties are to be scheduled with the Social Committee Chairperson at least one month in advance and are subject to the Association calendar. The terms and conditions for private use will be provided to the residents along with the Application for Private Use of the SMOHA Clubhouse form when such use is requested.
- c. Areas of clubhouse available for private use include the main hall, kitchen area and the pool area (not the pool).
- d. Areas not available for private party use include the billiards room, pools, sauna, library, laundry room, exercise room and outdoor covered area.
- e. There will be a \$100.00 charge for the set-up and take down of the tables and chairs. Management must be notified three (3) working days prior to the event tables and chairs are to be set up.
- f. Security will be required if any guest is sixteen (16) years of age or younger. A park resident that is not a guest of the party may be hired as security.
- g. A security and cleanup deposit of \$300.00 is required when the reservation is confirmed. The deposit is refundable within 7 days after which the clubhouse inspection confirms the clubhouse is properly cleaned and free of damage or loss. If loss or damage exceeds the

\$300.00 , the resident hosting the event will reimburse the Association for the actual cost and labor; if cleaning is required, a charge of \$50 per hour will be paid to the Social Committee.

c. RESTRICTIONS FOR PRIVATE USE:

- a. The host or honoree of the private event must be a resident of the Park.
- b. The clubhouse has a maximum capacity of 247 without tables and 113 with tables.
- c. The resident(s) scheduling the clubhouse use is responsible for the conduct of his/her guests and will be held liable for any damages or loss that may occur.
- d. Curfew is 10:00 PM. The hours for the private event will be included in the application agreement.
- e. Vehicles of those attending the private event shall not be parked in such a manner as to interfere with traffic.
- f. No loud speakers will be allowed outside of the building and noise levels must remain low enough that residents of the park are not disturbed.
- g. All tablecloths, napkins, silverware, plates, glasses, etc. must be provided by the host/hostess.
- h. The use of any equipment owned by the Association must be approved by the Social committee chairperson prior to the event.
- i. If decorations are used, care must be taken to prevent damage to any surface.

d. CLEANUP AFTER PRIVATE EVENT:

- a. Cleanup must be completed the day of the event unless no event is scheduled for the clubhouse the following day. If nothing is scheduled for the following day, cleanup must be completed by 11:00 AM the day following the event. The Social Committee chairperson or designee will conduct an inspection after the event to assure the area(s) used have been fully cleaned and that nothing is damaged or missing.
- b. All trash must be collected and placed in proper containers.
- c. Pick up any litter in any area used including the restrooms. ALL ACCUMULATED TRASH MUST BE REMOVED TO THE TRASH COMPACTOR.
- d. Kitchen cleanup must be thorough, including ovens, sinks, refrigerators, utensils, counter tops and floors.
- e. Items brought in for the event, i.e. food, tables, chairs, games, decorations etc., must be removed.

Article 16 ARCHITECTURAL AND LANDSCAPE CONTROL

PURPOSE: The following Architectural and landscape rules and regulations are requirements for creating and maintaining the quality and beauty of our community. Through this effort our property values and pride of ownership will be enhanced.

- a. The control vested with the Architectural committee pertains to that land within the boundaries of the resident's condominium unit area and those structures located within the Common Areas, i.e. clubhouse, storage sheds and maintenance facilities.
- b. The control vested with the Landscape committee pertains to all Common Areas within the park.

Article 17 ARCHITECTURAL CONTROL (CONDOMINIUM AREAS)

- a. Prior to starting any modifications of their residence or condominium an owner should consult the CC&Rs, Section 7.10 (Architectural Control) and Section 8.19 (Owner's Rights and Obligation to Maintain and Repair). Additional Information regarding state regulations may be found on the website for the Department of Housing and Community Development (HCD): www.hcd.ca.gov. CC&R's take precedence over governing codes where more restrictive. It is the obligation of the *owner* to obtain all required permits.
- b. Application and Plan Submittal Procedure:
 - i. Submit three (3) sets of plans and specifications providing the following:
 1. Drawn at an architectural scale of 1/8" or 1/4" equals one foot as required to clearly delineate your intentions.
 2. Exterior elevations showing heights and material
 3. Plot plans and floor plans showing setback dimensions, and drainage plan, utilities plans, and freestanding exterior electrical plans, i.e. anything not attached to the home such as deck outlets and/or lighting, etc.
 4. Material and planting details with specifications and/or photos.
 5. Hardscape plans with material specifications and photos, i.e. sidewalks, pavers, block planters, etc.
 - ii. Submit three (3) copies of application obtained from management, one week prior to scheduled Architectural Committee meetings
 - iii. Elaborate drawings are not generally required but insufficient information and detail may necessitate return of the application for redrafting.
 - iv. Plans must be submitted and approved by the Architectural Committee prior to being submitted to any government agency for their approval and permits. (Plans will not be reviewed or approved by the State without the Associations approval.)
 - v. All required State HCD (Housing and Community Development) permits must be obtained and a copy of all permits provided to the Architectural Committee.
 - vi. Owner is responsible for land survey to establish lot lines and for meeting geotechnical foundation requirements.
- c. Vacant lots shall be occupied within six months of close of escrow.

Article 18 CONSTRUCTION DAYS AND HOURS FOR CONTRACTORS

- a. Construction work is allowed in the Park from 7:00 AM to 5:00 PM on weekdays and 8:00 AM to 5:00 PM on Saturday.
- b. No construction work is allowed on Sundays and the following holidays:
 - i. New Year's Day
 - ii. Martin Luther King, Jr. Day
 - iii. President's Day
 - iv. Memorial Day
 - v. Independence Day
 - vi. Labor Day
 - vii. Veterans Day
 - viii. Thanksgiving Day
 - ix. Christmas day
- c. In case of an emergency, Management or 2 members of board may grant in writing, a waiver to restricted days and hours of construction.
- d. No loud radios or car systems may be used by any contractor.
- e. Contractor pets are not allowed.

Article 19 NEW HOME OR REMOVAL OF HOME

- a. The owner of a unit installing a new mobile home or removing an old mobile home from the Park must provide proof that the following items were completed and all permits signed off by the governing authority (HCD) and the contractor.
 - a. Notify the Association office fifteen (15) days before installation or dismantling begins.
 - b. San Diego Gas & Electric (SDG&E) and SoCal Gas must be notified and arrangements must be made for the safe shutoff of utilities, and if required, relocation and installation of new service connections.
 - c. Water and Sewer shutoff, and or connection, must be coordinated with management and performed by a licensed contractor.
 - d. Vacant lot shall be ready for new home delivery 24 hours in advance (cleaned, graded, utilities in place and copy of HCD sign-off submitted to office if underground utilities are moved).
 - e. Delivery of new home shall be between the hours of 10:00AM and 3:00PM. Late charge for delivery after 3:00PM is \$1,000.00/hour. Delivery shall be defined as completion of initial placement of home on the lot.
 - f. A refundable deposit of \$2,000, made out to the Association is required. The deposit for the following will be deposited and held in the bank of the association:

- i. For any new addition to the home or a new garage.
 - ii. To ensure the proper and safe removal of a present home.
 - iii. To ensure the proper and safe placement of a new home.
 - iv. Any debris generated by contractors for the removal, placement or remodel of a home, shed or garage, carport, cement or fence may not be placed in an Association trash container and must be removed from the park.
 - v. Removal and cleanup must be accomplished within fourteen (14) days from the date the work begins.
 - vi. All homes brought into the park shall be new. Owners/Residents are required to have all underground utilities located prior to start of construction or remodeling.
 - vii. All vehicles, cement trucks especially, weighing over 45,000 pounds are restricted from entering the Park to prevent damage to streets.
 - viii. The cost of Any damage to any structure or surface in the removal or installation of a home shall be deducted from this deposit. If cost of damages exceeds amount of deposit, additional costs shall be billed to the homeowner.
 - ix. New Home Completion form must be completed and signed off by management prior to return of deposit, should any be due.
- b. Within ninety (90) days of placement of a new home in the Park, the following shall be completed:
- a. Exterior Improvements to home, including but not limited to carport, garage, storage shed, skirting, porches, awning and sidewalks.
 - b. All landscaping and hardscaping.

Article 20 NEW HOMES, CARPORTS AND GARAGES

- a. All new structures and modifications shall meet all CC&R's and required state building codes. CC&R's take precedence over governing codes where more restrictive. It is the obligation of the applicant to obtain all required permits.
- b. Copies of permits shall be submitted to the Architectural Committee prior to construction.
- c. Setback (distance between property line and exterior wall, column, or support element) and height restrictions must be met.
- d. Homes shall not encroach on the setbacks which are five (5) feet minimum on the front, rear and sides, nor exceed 75% of lot coverage.
- e. There shall be only one accessory structure beside the home (which includes home, carport or garage) per lot and it must have approval of the architectural committee.
- f. A garage may have (4) foot side setback(s) but shall maintain the five (5) foot front setback(s). A garage is defined as any structure enclosed by three (3) walls intended to house motor vehicles whether or not such structure has a door.
- g. Carports must maintain the required setback as defined for garages.
- h. No structure shall be over one story high.

- i. The electrical pedestal shall comply with servicing utility requirements.
- j. All electrical appliances, including air conditioners, must be connected at the house panel.

Article 21 ACCESSORY STRUCTURES (carports, garages, storage sheds, awnings, cabanas, porch covers, decks, stair landings)

- a. Any solid roof shall not be flat but take on the slope characteristics of the home.
- b. Carports, garages and accessory buildings or sheds must be integrated architecturally with the home.
- c. Only one (1) accessory building or shed, in addition to carport or garage, is allowed per condominium. Floor area of accessory buildings or sheds shall not exceed one hundred twenty (120) square feet.
- d. Accessory buildings, including garages and sheds, shall not be used as living space.
- e. Carports and garages shall comply with setbacks per Art. 20d and Art. 20f.
- f. Stair landings which are twelve (12) square feet or less and with a surface elevated more than eight (8) inches above grade must comply with HCD code.
- g. Decks with an area exceeding twelve (12) square feet and having a surface elevated more than eight (8) inches above grade must comply with HCD code.
- h. Pergolas and open roof structures may be flat and must comply with HCD code.

Article 22 PORCHES, SUNROOMS, ROOM ADDITIONS AND EXTERIOR IMPROVEMENTS

- a. Porches, Sunrooms and Room additions shall conform to the general architecture of the home.
- b. Room additions shall be of the same material and color as the home.
- c. All Exterior improvements shall be submitted to the Architectural Committee for review and approval prior to start of work.
- d. All additions and improvements must comply with HCD code.

Article 23 ROOFS

- a. Roofs shall be sloping, have appropriate roofing material and be of an approved color.
- b. A minimum overhang of twelve (12) inches must be provided on all sides of roof.
- c. Fascia must be of an approved material and color.

- d. Continuous gutters and downspouts must be provided to drain into draining devices that carry the water to the street. Under no circumstances shall the water be allowed to drain onto any lot or onto any slope.

Article 24 SIDING

- a. Siding shall be horizontal or vertical siding of wood, cementitious board, stucco, vinyl or metal and painted or integrated with color that is an approved color.

Article 25 SKIRTING

- a. Skirting is required on all sides of the house. The skirting shall be masonry material or the same color and material as the house siding.

Article 26 AIR CONDITIONERS

- a. Air conditioners shall not be mounted on roofs, walls or in windows. Location must be approved by the Committee
- b. Compressors shall be installed at ground level at a location approved by the committee and screened from neighbors view.
- c. Compressors shall be minimum SEER 14 energy conservation rated.
- d. Proper sound control shall be maintained at all times with a suggested 66db or better sound level.
- e. Air conditioner must be connected to a breaker in the house panel.

Article 27 SATELLITE RECEPTION DISH AND EXTERIOR ANTENNAS

- a. A satellite reception dish may be placed following current practices by satellite service providers with approval of the Architectural Committee. The Committee shall consider appearance, obstruction of view, color and reception as a part of their consideration. The dish may have a maximum diameter of twenty four (24) inches. There shall be a maximum of one (1) satellite reception dish per condominium.
 - 1. All other exterior antennas require approval of the Architectural Committee.
 - 2. (ALL NEW VERBIAGE ABOUT OTHER TYPES OF ANTENNAS)

Article 28 DRAINAGE

- a. Lots may not be re-graded without prior written Committee approval.
- b. Lots may not drain any portion of one condominium unit onto another Condominium unit.

- c. All drainage must go to the street and may not drain onto common area other than street. Under no circumstances shall water be allowed to drain onto slope areas.
- d. Paved concrete areas must be sloped to drain at 1% minimum and to an approved point of disposal. Unpaved areas must be sloped at 2% and to an approved point of disposal unless a slope of 1% is approved by a Certified Geotechnical Engineer or Registered Civil Engineer. Drainage slope must be certified by a Registered Civil Engineer or Licensed Land Surveyor prior to release of Association security deposit.
- e. Lot drainage plans must be submitted to the Architectural Committee and approved prior to any drainage work being started.

Article 29 FENCES AND SCREENING WALLS

- a. Fences shall be restricted to a maximum height of six (6) feet.
 - i. Walls of solid masonry or concrete shall be a maximum of three (3) feet in height and may have an additional maximum of three (3) feet of vinyl or wood lattice above the masonry or concrete for a total maximum height of six (6) feet.
 - ii. Trees, shrubs and other plants shall not be used as fences except as follows:
 - 1. Climbing vines and other plants may be placed upon a trellis or wire structure to create a living fence and must comply with height restrictions that apply to other types of fences.
 - 2. Living fences shall be neatly trimmed and maintained and shall not intrude upon adjacent property.

Article 30 MAILBOXES

- a. Mailboxes may be changed if necessary
- b. Mailbox must be approved by the Architectural Committee and must conform to US Postal Service requirements.
- c. Mailbox must be black in color.
- d. Mailbox must be located at location of present mailbox and installed so the top is no higher than present mailbox. must conform to US Postal Service requirements.
- e. Black chatterbox must be included in installation.

Article 31 LANDSCAPE AND HARDSCAPE REQUIREMENTS

- a. Plot plans must be submitted to the Committee and approved prior to the installation of landscaping.
- b. Plans must include type, size and location of plant and construction materials.
- c. Hardscape plans must include type, color, size(s) and location of all materials
- d. Sprinkler system design, if any, must be included.

Article 32 TREES AND SHRUBS

- a. All trees and shrubs shall be of moderate size so that they are in harmony with the surrounding trees and shrubs in the immediate area and overall landscape of the community. All trees and shrubs shall be kept trimmed so that they do not intrude on neighboring property nor present a hazard from overhanging or dead branches and/or roots.
- b. Height of trees and shrubs should conform to the height of existing trees and shrubs in the area, not be excessive in height and maintained generally at the peak of the roofline of the home. The Architectural Committee will consider the characteristics of the landscape materials, regarding height, diameter and density of growth when approving materials submitted for approval.
- c. Old growth legacy trees and shrubs submitted for trimming or removal that are near or at the edge of slopes will be evaluated as to the effect on the stability of the slope and/or drainage of the slope.
- d. The Association is responsible for the maintenance of all trees and shrubs located in the Common Areas.
- e. Trees and shrubs located within the property lines of a Condominium Unit that requires trimming or removal shall be the responsibility of and paid for by the unit owner or resident.

Article 33 ARCHITECTURAL RECORDS AND INSPECTION

- a. The Committee shall maintain a complete record of all applications.
- b. Member(s) of the Committee shall make inspections of the architectural and landscape projects during the time the work is being done and when the work is completed.
- c. The Committee shall require compliance with the approved application.
- d. Any noncompliance shall be reported to the Board of Directors for any necessary action if the Committee has been unable to resolve noncompliance.
- e. The Committee shall advise the Board of Directors of all architectural and landscape projects.
- f. The Committee may require a completion date on all projects.

Article 34 RV AND MAINTENANCE AREA

PURPOSE: In general, the RV and maintenance area is for use by only Park residents for the storage of recreational vehicles, non-RVs, washing of vehicles, trash disposal, wood shop use and personal storage sheds.

- a. RVs (Recreational Vehicles) are defined as motor homes, travel trailers, fifth wheel travel trailers, campers, camper shells on trucks, boats on trailers and empty trailers. Non-RVs are vehicles that do not qualify as an RV under these rules, such as, but not necessarily

limited to, motor cars, non-commercial trucks without camper shells, and motorcycles.

b. Qualifications for RV Space Rentals

- i. Only Park Residents may rent a space in the RV Lot including Lessees.
- ii. Non-residents, including non-resident owners are not permitted to rent a space in the RV Lot.
- iii. Proof of ownership for the RV and the power unit (the vehicle used to tow the RV) if the RV requires towing, in the form of Certificate of Title or loan documents, DMV registration and proof of insurance*, and all documents shall include the resident's name and Shorecliffs park address. *Trailers are excluded from insurance requirement, as long as the power unit for the trailer carries the required insurance.
- iv. Single and shared ownership in a vehicle is permitted as long as the resident's name and Shorecliffs park address is listed on the title/loan documents, registration, and insurance certificates where appropriate.
- v. Registration, title/loan documents, and insurance certificates shall be updated annually.
- vi. All vehicles in the RV Lot must be operational.
- vii. Only residents who have exhausted the use of two (2) parking spaces at their unit with automobiles registered to the resident may utilize the RV Lot for storage of an automobile. A golf cart is not considered an automobile to count as occupying a parking space at the unit.

c. RV Space Rental

- i. Management shall manage the use of the RV rental spaces and the Wait List, and bumping renters will be mandated by the priority, chronological order, and by lottery, if necessary. Moving renters to other spaces will be mandated by space size.
- ii. Priority shall be given prospective space renters in the following order: First, storage of one RV; second, storage of one non-RV vehicle; third, storage of more than one RV by the same person; and fourth, storage of more than one non-RV vehicle by the same person. Priority within a class shall be given in order of application, the earliest applicant being senior. If the storage area is filled a waiting list shall be maintained. See Section d- Wait List Rules.
- iii. The rental fee for storage spaces along with the form of contract shall be established by the Board of Directors of the Association from time to time.
- iv. Rents shall be due on the first day of each month, in advance, and if received by the Association after the fifth day of the month shall incur a late fee in accordance with the terms of the contract.
- v. Only one vehicle shall occupy each rental site.

- vi. Renters may store one personal vehicle in their space while using their RV.
- vii. Unauthorized vehicles parked in the RV and Maintenance area and vehicles blocking access to any storage space are subject to towing and impoundment at the owner's expense.
- viii. Each person renting a space shall reimburse the Association for all costs incurred resulting from any damage to the premises by such individual's use of such space.
- ix. No person shall reside in any RV or other vehicle in the RV area.
- x. No person shall remain overnight in any RV or other vehicle without prior permission of management.
- xi. Each renter shall be responsible for maintaining his or her rental space in a clean, orderly condition.
- xii. SMHOA will not be responsible for loss of damage to or theft of vehicles or personal property occupying the rental space.
- xiii. No renter shall engage in any activity within the RV and Maintenance area which is in violation of any law, ordinance, statute, or rules of the Association which may be established by the Board of Directors from time to time.
- xiv. Spaces shall be assigned by Management to best match the spaces with the RVs and other vehicle in the area. From time to time renters may be asked to move to a different space in order to maintain maximum utilization of the RV Area.

d. Wait List Rules

- i. Renters will be bumped in accordance with the priority established in paragraph c. II. above.
- ii. A higher priority vehicle on the Wait List can bump a lower priority vehicle already in the Lot.
- iii. A same priority vehicle on the Wait List cannot bump a same priority vehicle based on the size of the space if the space would better accommodate the Wait List vehicle. However, as noted in paragraphs c. i. and c. xiv. Management may rearrange renters based on space sizes.
- iv. A resident can replace their existing RV or non-RV with a different vehicle that qualifies in the same space; however, the bump rules would still apply.
- v. A resident may be on the Wait List if they do not yet have the RV or non-RV. If a space comes open for a resident on the Wait List without the vehicle and no other resident on the Wait List currently qualifies to occupy the space, the resident would be required to fill the space with a qualifying vehicle within 30 days of the notice of availability.

c. Storage Space Rental

- b. A proper sewer hose must be used at all times when dumping
- c. Any "spillage" must be cleaned up immediately.

Article 38 PETS

- a. For the purpose of these Rules and Regulations "Pet" is defined as any domesticated bird, cat, dog, aquatic animal kept within an aquarium, or any other animal as agreed to between the Association and the condominium owner or tenant. Also it is further defined as a house pet. By law, service animals, those that are individually trained to perform tasks for people with disabilities are permitted in the park.
- b. Owners or tenants bringing a service animal into the park must present certification from a physician, within 30 days of the need for the service animal.
- c. Not more than one (1) dog or cat is permitted per condominium. However, under special circumstances, permission to keep other pets (birds or aquatic animal kept within an aquarium), in addition to a cat or dog, may be granted with the approval of the Board of Directors.
- d. Pets must be licensed as required by a Governmental Agency.
- e. Pets may not be any larger than fourteen (14) inches in height to the shoulder and to be over twenty (20) pounds in weight at maturity.
- f. The following aggressive breeds, including but not limited to, are NOT permitted for occupancy and/or for visitation, within Shorecliffs Mobile Home Owners Association property:
 - a. Pit-bull or partial pit-bull
 - b. Rottweiler or partial Rottweiler
 - c. Doberman Pincher or partial Doberman Pincher
 - d. Wolfhound
 - e. Any dog in violation of these rules and regulations
 - f. Any animal the Board of Directors determines to be dangerous
- g. When not inside the home, pets must be on a leash no longer than ten (10) feet in length and under the control of an individual capable of controlling the pet.
- h. Pets may not be tethered and left unattended to any stake, tree, bush, vehicle, structure or other objects when outside the home.
- i. Pets may be walked within the Park on common area, except where stated in rule 36.n, but must not cause any damage to Association property or property belonging to others.
- j. Pets must not invade the condominium property of another homeowner.
- k. If a pet defecates outside the home, the dropping must be picked up immediately.
- l. Any pet running loose may be removed from the Park by Animal Control authorities.
- m. If a pet causes any disturbance, such as, but not limited to, barking, growling, howling, snapping at, or biting any person, the pet may be ordered removed from the park. Continued violation in accordance with the City of San Clemente Ordinance, will lead to removal of the pet.

- a. Storage sheds shall only be rented to Residents of the Park.
- b. Residents of a condominium may only rent one storage shed.
- c. The rental fee for storage sheds, along with the form of contract, shall be established by the Board of Directors from time to time.
- d. Rents shall be due on the first day of each month, in advance and if received by the Association after the fifteenth day of the month shall bear a late fee in accordance with the terms of the contract.
- e. Storage sheds may be used for storage only. At no time may any potentially hazardous material be stored in any shed. Nothing may be stored outside of any shed.
- f. Any resident renting a storage shed shall reimburse the Association for all costs incurred resulting from any damage caused by such individual's use of the storage shed.
- g. If all storage sheds are rented, a waiting list shall be maintained. When a resident moves from the Park, or otherwise vacates the shed, the "next up" on the waiting list shall be offered the shed for rent.

Article 35 TRASH DISPOSAL AND TRASH RECEPTACLES

- a. No chemicals, oil or other hazardous waste or materials shall be placed in the trash receptacles.
- b. All loose garbage must properly (securely) wrapped or bagged.
- c. All trimmings must be cut to three (3) foot lengths before placing in trash receptacles.
- d. All "spillage" of trash shall promptly be swept up and deposited into trash receptacles.
- e. Televisions, computers, batteries, paint, vehicle parts, oil, large furniture items, large appliances and other electronic appliances shall not be placed into Association trash receptacles.
- f. Anyone positively identified as disposing of items in the trash compactor, that deviates from the size and type limitations of trash items as posted on the trash compactor, will be responsible for actual cost to repair the trash compactor or a fine of \$375.00, whichever is greater, following due notice and a hearing before the Board of Directors.
- g. Bagged trash shall not weigh in excess of 25lbs. per bag and shall be limited to a total of 5 bags.

Article 36 CAR WASH AREA

- a. Vehicles shall only be washed in the "car wash" area located in the RV area.
- b. Vehicles shall be moved for drying so as to allow others to use the wash area.
- c. Only residents and RV space renters are allowed to use the car wash area.
- d. The wash area shall be left "clean" and the hose hung properly after use

Article 37 SANITARY DUMP

- a. Sewage from RV's must be "dumped" in the dump station only.

- n. Pets are not permitted in any Association building, including the Clubhouse or in the pool area.
- o. All pets must be registered with the Association. At the time the pet is registered the owner must:
 - a. Execute a Pet Agreement, which can be obtained from Office Management.
 - b. Provide proof of vaccinations and neutering/spaying of the cat or dog.
 - c. Provide a photograph (at least 3.5" X 5") of the pet.
 - d. The pet owner shall annually provide proof that the cat or dog is in full compliance with all vaccinations.
- p. Pets may not be bred, raised or kept for commercial purposes.
- q. Pet owners are fully responsible for any community nuisance, property damage, or personal injury caused by their pet.
- r. Guests are permitted to bring pets into the Park provided all the Rules and Regulations are met, with the exception of rule 36.e and 35.0. No pet belonging to a visitor may remain overnight unless registered with the Park Office. Condominium owners or tenants are responsible for any guest's pet.
- s. Failure to abide by these Rules and Regulations will subject the condominium owner to fines and other enforcement alternatives under these Rules and Regulations. Procedures include removal of the offending pet from the Park and/or legal action.

Article 39 CONFLICT OF INTEREST

Any member of the Board of Directors or any member of any committee receiving a free gift, gratuity or monetary gain with a value of over \$5.00, from any potential employee or contractor or present employee or contractor of the Association must report that gift, gratuity or monetary gain to the Secretary of the Association within seven (7) days of receiving the gift, gratuity or monetary gain. The Secretary shall then report to the Board of Directors on such gift, gratuity or monetary gain at the next Board meeting. The member of the Board or committee receiving such gift, gratuity or monetary gain will abstain from any vote involving the employee or contractor giving such gift, gratuity or monetary gain. This section also applies to any gift, gratuity or monetary gain from any resident of the Park. If a relative of any member of the Board of Directors or committee member receives any gift, gratuity or monetary gain from any employee or contractor that may or is doing business with the Association that gift, gratuity or monetary gain must also be reported the same as if the Board member or committee member had received the gift, gratuity or monetary gain and the Board member or committee member must abstain from voting as described in this section. All members of the Board of Directors and committee members must also comply with Government code 7233 "Transactions Involving Director".

Article 40 FINE POLICY

Effective November 1, 2003, the Board will commence imposing fines per the schedule below for all violations of the CC&Rs, Bylaws and the Rules and Regulations of the Association. Fines may be imposed for violations, which are not corrected within a reasonable length of time. A reasonable length of time shall be, within thirty (30) days of being notified of the violation. The Board, at their sole discretion and upon written request from the owner may extend the length of time required to correct a violation should the situation warrant an additional period of time.

Article 41 SCHEDULE OF FINES

- | | |
|--|------------|
| a. First violation | \$250.00 |
| b. Second month for same continuous violation | \$500.00 |
| c. Third month for the same continuous violation | \$1,000.00 |
- d. "The same violation" shall mean the continuation of the violation or violations during each thirty (30) day period from the date of the first violation (hearing) letter.
- e. Prior to the Board imposing any fine, all owners will be afforded the opportunity to have a hearing before the Board, either in open or executive session, to discuss their individual violations.
- f. This policy also includes a \$100.00 automatic fine for any Landlord (Owner) who does not send in a completed "TENANT INFORMATION SHEET" within thirty (30) days of the date any new Tenant moves into the community.
- g. The Board may, at their discretion:
- Impose separate fines for each violation listed in the violation (hearing) letter, which has not been corrected.
 - Refer the matter to the attorney for the Association for further action

Article 42 LEGAL FEES

All legal fees incurred by the Association will be assessed to the owner violating the Rules and Regulations

Article 43 INTENT OF THE BOARD

THE INTENT OF THE BOARD IS FOR ALL RESIDENTS TO OBEY THE RULES AND REGULATIONS AND TO CORRECT ANY VIOLATIONS WITHIN A REASONABLE LENGTH OF TIME, (i.e., thirty (30) days.)

Shorecliffs Terrace, Inc.
Revised Rules and Regulations
2020-2022

Article 13, Traffic and Parking (Item f.) – Revised November 16, 2022

f. Automobiles and other vehicles, (except as in 13e above) shall not be parked on any part of the street, including street curb, overnight. Automobiles and other vehicles parked on the street overnight shall be given a citation at the time of the first violation and then towed at the time of the second or any subsequent violations. No part of any vehicle shall overhang street or curb when parked in driveway overnight.

Article 13, Traffic and Parking (Item g.) – Revised August 25, 2021

g. Guest parking areas are reserved for guests. Residents will be allowed up to fifteen (15) safe-listing overnight parking days for guests in a one hundred eighty (180) day rolling period to be monitored by the patrol company. If there are two (2) parking violation citations in one hundred eighty (180) days for the same vehicle, a third violation in one hundred eighty (180) days would be cause to tow.

Article 19, New Home or Removal of Home (Item f.) – Revised October, 2020

f. A refundable deposit of \$5,000, made out to the Association is required. The deposit for the following will be deposited and held in the bank of the Association:

Article 30, Mailboxes (Item e.) – Revised December 9, 2020

e. Black chatterbox must be included in installation

i. Chatterboxes are for the express purpose of internal communication/notification within the Shorecliffs Terrace, Inc. community. All communication from community members must include Title/Heading of circular, date of distribution and signature of individual(s) distributing flyers. Exceptions are correspondence of a personal nature (e.g. Birthday/Thank you/Sympathy cards).

ii. Exclusive use of Chatterboxes is available for Shorecliffs Terrace, Inc., announcements/distributions from the Board of Directors, Management and Committee(s).

iii. Outside vendor use of Chatterboxes is available for announcements/notification of topics that are in the specific interest of residents' (including but not limited to

health/well-being, finances, annual insurance updates, etc.) upon approval by the Board of Directors and Community service projects (relative to satisfying 501(c4) tax exempt status).

iv. Requirements for use from all vendors within and outside the community requires two (2) weeks advance permission and approval from Management. Management will notify the Board of Directors of the request. When applying for permission to distribute a circular/flyer/announcement, it is required that the following examples of information be included: (a) Name of individual and entity being represented/address; (b) date; (c) contact information (phone and email); (d) purpose; and (e) sample of proposed circular/advertisement.

Article 38, Pets (Item a. – Item s.)

- a. For the purpose of these Rules and Regulations, "Pet" is defined as any domesticated bird, cat, dog, aquatic animal kept within an aquarium, or any other animal as agreed to between the Association and the condominium owner or tenant. No animal, other than a pet, kept in conformity with these rules, may be kept in the Association. Exceptions to these rules may be made on a case-by-case basis and as needed to accommodate people with disabilities.
- b. Not more than one (1) dog or cat is permitted per condominium. In other words, either a cat or dog may be kept, but not both. All cats and dogs must be registered within fourteen (14) days of acquiring the pet or moving into the Park.
- c. Pets must be vaccinated and licensed as required by a governmental agency.
- d. Pets may not be any larger than fourteen (14) inches in height to the shoulder and should not be over twenty (20) pounds in weight at maturity.
- e. Regarding, rules (c) and (e), pets housed in the Association prior to March 15, 2021, which do not conform, may be "grandfathered" as nonconforming, but approved pets if registered and approved prior to May 1, 2021. Such grandfathered pets may be housed in the Association but may not be replaced after the pet's death or relocation. It is the express intent that these rules shall apply to all residents and the use of this grandfathering provision is intended to avoid hardship to pet owners that have relied on a lack of enforcement of these rules in the past when adopting their nonconforming pet.
- f. The following aggressive breeds, including but not limited to, are NOT permitted for occupancy and/or for visitation, within Association property:
 - i. Pit-bull or partial pit-bull
 - ii. Rottweiler or partial Rottweiler
 - iii. Doberman Pincher or partial Doberman Pincher
 - iv. Wolfhound
 - v. Any dog in violation of these rules and regulations
 - vi. Any animal the Board of Directors determines to be dangerous

- g. When not inside the home, pets must be on a leash no longer than ten (10) feet in length and under the control of an individual capable of controlling the pet.
- h. Pets may not be tethered and left unattended to any stake, tree, bush, vehicle, structure or other objects when outside the home.
- i. Pets may be walked within the Park on common area, except where stated in rule 36.n, but must not cause any damage to Association property or property belonging to others.
- j. Pets must not invade the condominium property of another homeowner.
- k. If a pet defecates outside the home, the dropping must be picked up immediately.
- l. Any pet running loose may be removed from the Park by Animal Control authorities.
- m. If a pet causes any disturbance, such as, but not limited to, barking, growling, howling, snapping at, or biting any person, the pet may be ordered removed from the park. Continued violation in accordance with the City of San Clemente Ordinance, will lead to removal of the pet.
- n. Pets are not permitted in any Association building, including the Clubhouse or in the pool area.
- o. All pets must be registered with the Association. At the time the pet is registered the owner must:
 - i. Execute a Pet Agreement, which can be obtained from Office Management.
 - ii. Provide proof of vaccinations and neutering/spaying of the cat or dog.
 - iii. Provide a photograph (at least 3.5" x 5") of the pet.
 - iv. The pet owner shall annually provide proof that the cat or dog is in full compliance with all vaccinations.
- p. Pets may not be bred, raised, or kept for commercial purposes.
- q. Pet owners are fully responsible for any community nuisance, property damage, or personal injury caused by their pet.
- r. Guests are permitted to bring pets into the Park provided all the Rules and Regulations are met, with the exception of rule 38 e. and 38 o. No pet belonging to a visitor may remain overnight unless registered with the Park Office. Condominium owners or tenants are responsible for any guest's pet.
- s. Failure to abide by these Rules and Regulations will subject the condominium owner to fines and other enforcement alternatives under these Rules and Regulations. Procedures include removal of the offending pet from the Park and/or legal action.

SHORECLIFFS TERRACE, INC.
Replacement/Installation Manual

Exhibit B

SHORECLIFFS TERRACE, INC.
ARCHITECTURAL COMMITTEE APPROVAL REQUEST

Owners name _____ Date _____
Address _____ Phone _____
Description of proposed improvement _____

Application and plan submittal procedure:

1. Submit **THREE (3) COPIES** of application together with three (3) sets of plans and specifications providing the following information:
 - a. Drawn to architectural scale of 1/8" or 1/4" equals one foot as required to clearly delineate your intentions.
 - b. Dimensioned Site plan showing property lines, location(s) of the proposed improvements, existing utilities locations and proposed drainage system.
 - c. Exterior elevations showing heights, materials and colors samples.
 - d. Landscape plans incl. plant materials, locations, and identification.
 - e. Allow 7 days prior to committee meeting for review
2. Elaborate drawings are not usually required but enough information and detail may necessitate additional clarification drawings.
3. A \$5,000 damage deposit is required for new homes or major additions -See R&R art.19-A-d
4. Applicant must obtain all required applicable State HCD permits, provide copy to office.
5. Owner is responsible to locate underground utility lines prior to any on-site excavation, including post holes.
6. New construction shall commence installation within six months of closed escrow, new home improvements including skirting, garage, decks, and hardscape shall be completed within 90 days of home move-in. R&R Art.17c.
7. Submit color photos of adjacent homes when requesting repainting approval.
8. Adjacent property owners advised of proposed improvements. Incl. neighbors across street when front elevation is revised

_____ Signed _____ # _____ Signed _____
_____ Signed _____ # _____ Signed _____
Owner's signature required _____

***NOTE: No work may start without Owner's signature and Comm. approval**

Committee action: Approval _____ Rejected _____ As noted _____

Conditions of approval: _____

Committee signature _____ Date _____

INTERNAL DISPUTE RESOLUTION [CIVIL CODE § 5915]

Either party to a dispute within the scope of this article may invoke the following procedure:

- (1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
- (2) A member of an association may refuse a request to meet and confer. The association may not refuse a request to meet and confer.
- (3) The board shall designate a director to meet and confer.
- (4) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute. The parties may be assisted by an attorney or another person at their own cost when conferring.
- (5) A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the board designee on behalf of the association.

A written agreement reached under this section binds the parties and is judicially enforceable if it is signed by both parties and both of the following conditions are satisfied:

- (1) The agreement is not in conflict with law or the governing documents of the common interest development or association.
- (2) The agreement is either consistent with the authority granted by the board to its designee or the agreement is ratified by the board.

A member shall not be charged a fee to participate in the process.

ALTERNATIVE DISPUTE RESOLUTION PREREQUISITE TO CIVIL ACTION [5925 - 5965]

5925. As used in this article:

- (a) "Alternative dispute resolution" means mediation, arbitration, conciliation, or other nonjudicial procedure that involves a neutral party in the decision-making process. The form of alternative dispute resolution chosen pursuant to this article may be binding or nonbinding, with the voluntary consent of the parties.
- (b) "Enforcement action" means a civil action or proceeding, other than a cross-complaint, for any of the following purposes:
 - (1) Enforcement of this act.
 - (2) Enforcement of the Nonprofit Mutual Benefit Corporation Law (Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code).
 - (3) Enforcement of the governing documents.

5930. (a) An association or a member may not file an enforcement action in the superior court unless the parties have endeavored to submit their dispute to alternative dispute resolution pursuant to this article.

- (b) This section applies only to an enforcement action that is solely for declaratory, injunctive, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of the jurisdictional limits stated in Sections 116.220 and 116.221 of the Code of Civil Procedure.
- (c) This section does not apply to a small claims action.
- (d) Except as otherwise provided by law, this section does not apply to an assessment dispute.

5935. (a) Any party to a dispute may initiate the process required by Section 5930 by serving on all other parties to the dispute a Request for Resolution. The Request for Resolution shall include all of the following:

- (1) A brief description of the dispute between the parties.
- (2) A request for alternative dispute resolution.
- (3) A notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the request will be deemed rejected.
- (4) If the party on whom the request is served is the member, a copy of this article.

(b) Service of the Request for Resolution shall be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the request.

(c) A party on whom a Request for Resolution is served has 30 days following service to accept or reject the request. If a party does not accept the request within that period, the request is deemed rejected by the party.

5940. (a) If the party on whom a Request for Resolution is served accepts the request, the parties shall complete the alternative dispute resolution within 90 days after the party initiating the request receives the acceptance, unless this period is extended by written stipulation signed by both parties.

(b) Chapter 2 (commencing with Section 1115) of Division 9 of the Evidence Code applies to any form of alternative dispute resolution initiated by a Request for Resolution under this article, other than arbitration.

(c) The costs of the alternative dispute resolution shall be borne by the parties.

5945. If a Request for Resolution is served before the end of the applicable time limitation for commencing an enforcement action, the time limitation is tolled during the following periods:

- (a) The period provided in Section 5935 for response to a Request for Resolution.
- (b) If the Request for Resolution is accepted, the period provided by Section 5940 for completion of alternative dispute resolution, including any extension of time stipulated to by the parties pursuant to Section 5940.

5950. (a) At the time of commencement of an enforcement action, the party commencing the action shall file with the initial pleading a certificate stating that one or more of the following conditions are satisfied:

- (1) Alternative dispute resolution has been completed in compliance with this article.
- (2) One of the other parties to the dispute did not accept the terms offered for alternative dispute resolution.
- (3) Preliminary or temporary injunctive relief is necessary.

(b) Failure to file a certificate pursuant to subdivision (a) is grounds for a demurrer or a motion to strike unless the court finds that dismissal of the action for failure to comply with this article would result in substantial prejudice to one of the parties.

5955. (a) After an enforcement action is commenced, on written stipulation of the parties, the matter may be referred to alternative dispute resolution. The referred action is stayed. During the stay, the action is not subject to the rules implementing subdivision (c) of Section 68603 of the Government Code.

(b) The costs of the alternative dispute resolution shall be borne by the parties.

5960. In an enforcement action in which attorney's fees and costs may be awarded, the court, in determining the amount of the award, may consider whether a party's refusal to participate in alternative dispute resolution before commencement of the action was reasonable.

5965. (a) An association shall annually provide its members a summary of the provisions of this article that specifically references this article. The summary shall include the following language:

"Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of the member's right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law."

(b) The summary shall be included in the annual policy statement prepared pursuant to Section 5310.

Article 16 ARCHITECTURAL AND LANDSCAPE CONTROL

PURPOSE: The following Architectural and landscape rules and regulations are requirements for creating and maintaining the quality and beauty of our community. Through this effort our property values and pride of ownership will be enhanced.

- a. The control vested with the Architectural committee pertains to that land within the boundaries of the resident's condominium unit area and those structures located within the Common Areas, i.e. clubhouse, storage sheds and maintenance facilities.
- b. The control vested with the Landscape committee pertains to all Common Areas within the park.

Article 17 ARCHITECTURAL CONTROL (CONDOMINIUM AREAS)

- a. Prior to starting any modifications of their residence or condominium an owner should consult the CC&Rs, Section 7.10 (Architectural Control) and Section 8.19 (Owner's Rights and Obligation to Maintain and Repair). Additional information regarding state regulations may be found on the website for the Department of Housing and Community Development (HCD): www.hcd.ca.gov. CC&R's take precedence over governing codes where more restrictive. It is the obligation of the *owner* to obtain all required permits.
- b. Application and Plan Submittal Procedure:
 - i. Submit three (3) sets of plans and specifications providing the following:
 1. Drawn at an architectural scale of 1/8" or ¼" equals one foot as required to clearly delineate your intentions.
 2. Exterior elevations showing heights and material
 3. Plot plans and floor plans showing setback dimensions, and drainage plan, utilities plans, and freestanding exterior electrical plans, i.e. anything not attached to the home such as deck outlets and/or lighting, etc.
 4. Material and planting details with specifications and/or photos.
 5. Hardscape plans with material specifications and photos, i.e. sidewalks, pavers, block planters, etc.
 - ii. Submit three (3) copies of application obtained from management, one week prior to scheduled Architectural Committee meetings.
 - iii. Elaborate drawings are not generally required but insufficient information and detail may necessitate return of the application for redrafting.
 - iv. Plans must be submitted and approved by the Architectural Committee prior to being submitted to any government agency for their approval and permits. (Plans will not be reviewed or approved by the State without the Associations approval.)
 - v. All required State HCD (Housing and Community Development) permits must be obtained and a copy of all permits provided to the Architectural Committee.
 - vi. Owner is responsible for land survey to establish lot lines and for meeting geotechnical foundation requirements.
- c. Vacant lots shall be occupied within six months of close of escrow.

Article 18 CONSTRUCTION DAYS AND HOURS FOR CONTRACTORS

- a. Construction work is allowed in the Park from 7:00 AM to 5:00 PM on weekdays and 8:00 AM to 5:00 PM on Saturday.
- b. No construction work is allowed on Sundays and the following holidays:
 - i. New Year's Day
 - ii. Martin Luther King, Jr. Day
 - iii. President's Day
 - iv. Memorial Day
 - v. Independence Day
 - vi. Labor Day
 - vii. Veterans Day
 - viii. Thanksgiving Day
 - ix. Christmas day
- c. In case of an emergency, Management or 2 members of board may grant in writing, a waiver to restricted days and hours of construction.
- d. No loud radios or car systems may be used by any contractor.
- e. Contractor pets are not allowed.

Article 19 NEW HOME OR REMOVAL OF HOME

- a. The owner of a unit installing a new mobile home or removing an old mobile home from the Park must provide proof that the following items were completed and all permits signed off by the governing authority (HCD) and the contractor.
 - a. Notify the Association office fifteen (15) days before installation or dismantling begins.
 - b. San Diego Gas & Electric (SDG&E) and SoCal Gas must be notified and arrangements must be made for the safe shutoff of utilities, and if required, relocation and installation of new service connections.
 - c. Water and Sewer shutoff, and or connection, must be coordinated with management and performed by a licensed contractor.
 - d. Vacant lot shall be ready for new home delivery 24 hours in advance (cleaned, graded, utilities in place and copy of HCD sign-off submitted to office if underground utilities are moved).
 - e. Delivery of new home shall be between the hours of 10:00AM and 3:00PM. Late charge for delivery after 3:00PM is \$1,000.00/hour. Delivery shall be defined as completion of initial placement of home on the lot.
 - f. A refundable deposit of \$2,000, made out to the Association is required. The deposit for the following will be deposited and held in the bank of the association:

- i. For any new addition to the home or a new garage.
 - ii. To ensure the proper and safe removal of a present home.
 - iii. To ensure the proper and safe placement of a new home.
 - iv. Any debris generated by contractors for the removal, placement or remodel of a home, shed or garage, carport, cement or fence may not be placed in an Association trash container and must be removed from the park.
 - v. Removal and cleanup must be accomplished within fourteen (14) days from the date the work begins.
 - vi. All homes brought into the park shall be new. Owners/Residents are required to have all underground utilities located prior to start of construction or remodeling.
 - vii. All vehicles, cement trucks especially, weighing over 45,000 pounds are restricted from entering the Park to prevent damage to streets.
 - viii. The cost of Any damage to any structure or surface in the removal or installation of a home shall be deducted from this deposit. If cost of damages exceeds amount of deposit, additional costs shall be billed to the homeowner.
 - ix. New Home Completion form must be completed and signed off by management prior to return of deposit, should any be due.
- b. Within ninety (90) days of placement of a new home in the Park, the following shall be completed:
- a. Exterior improvements to home, including but not limited to carport, garage, storage shed, skirting, porches, awning and sidewalks.
 - b. All landscaping and hardscaping.

Article 20 NEW HOMES, CARPORTS AND GARAGES

- a. All new structures and modifications shall meet all CC&R's and required state building codes. CC&R's take precedence over governing codes where more restrictive. It is the obligation of the applicant to obtain all required permits.
- b. Copies of permits shall be submitted to the Architectural Committee prior to construction.
- c. Setback (distance between property line and exterior wall, column, or support element) and height restrictions must be met.
- d. Homes shall not encroach on the setbacks which are five (5) feet minimum on the front, rear and sides, nor exceed 75% of lot coverage.
- e. There shall be only one accessory structure beside the home (which includes home, carport or garage) per lot and it must have approval of the architectural committee.
- f. A garage may have (4) foot side setback(s) but shall maintain the five (5) foot front setback(s). A garage is defined as any structure enclosed by three (3) walls intended to house motor vehicles whether or not such structure has a door.
- g. Carports must maintain the required setback as defined for garages.
- h. No structure shall be over one story high.

- i. The electrical pedestal shall comply with servicing utility requirements.
- j. All electrical appliances, including air conditioners, must be connected at the house panel.

Article 21 ACCESSORY STRUCTURES (carports, garages, storage sheds, awnings, cabanas, porch covers, decks, stair landings)

- a. Any solid roof shall not be flat but take on the slope characteristics of the home.
- b. Carports, garages and accessory buildings or sheds must be integrated architecturally with the home.
- c. Only one (1) accessory building or shed, in addition to carport or garage, is allowed per condominium. Floor area of accessory buildings or sheds shall not exceed one hundred twenty (120) square feet.
- d. Accessory buildings, including garages and sheds, shall not be used as living space.
- e. Carports and garages shall comply with setbacks per Art. 20d and Art. 20f.
- f. Stair landings which are twelve (12) square feet or less and with a surface elevated more than eight (8) inches above grade must comply with HCD code.
- g. Decks with an area exceeding twelve (12) square feet and having a surface elevated more than eight (8) inches above grade must comply with HCD code.
- h. Pergolas and open roof structures may be flat and must comply with HCD code.

Article 22 PORCHES, SUNROOMS, ROOM ADDITIONS AND EXTERIOR IMPROVEMENTS

- a. Porches, Sunrooms and Room additions shall conform to the general architecture of the home.
- b. Room additions shall be of the same material and color as the home.
- c. All Exterior improvements shall be submitted to the Architectural Committee for review and approval prior to start of work.
- d. All additions and improvements must comply with HCD code.

Article 23 ROOFS

- a. Roofs shall be sloping, have appropriate roofing material and be of an approved color.
- b. A minimum overhang of twelve (12) inches must be provided on all sides of roof.
- c. Fascia must be of an approved material and color.

- d. Continuous gutters and downspouts must be provided to drain into draining devices that carry the water to the street. Under no circumstances shall the water be allowed to drain onto any lot or onto any slope.

Article 24 SIDING

- a. Siding shall be horizontal or vertical siding of wood, cementitious board, stucco, vinyl or metal and painted or integrated with color that is an approved color.

Article 25 SKIRTING

- a. Skirting is required on all sides of the house. The skirting shall be masonry material or the same color and material as the house siding.

Article 26 AIR CONDITIONERS

- a. Air conditioners shall not be mounted on roofs, walls or in windows. Location must be approved by the Committee
- b. Compressors shall be installed at ground level at a location approved by the committee and screened from neighbors view.
- c. Compressors shall be minimum SEER 14 energy conservation rated.
- d. Proper sound control shall be maintained at all times with a suggested 66db or better sound level.
- e. Air conditioner must be connected to a breaker in the house panel.

Article 27 SATELLITE RECEPTION DISH AND EXTERIOR ANTENNAS

- a. A satellite reception dish may be placed following current practices by satellite service providers with approval of the Architectural Committee. The Committee shall consider appearance, obstruction of view, color and reception as a part of their consideration. The dish may have a maximum diameter of twenty four (24) inches. There shall be a maximum of one (1) satellite reception dish per condominium.
 - 1. All other exterior antennas require approval of the Architectural Committee.
 - 2. (ALL NEW VERBIAGE ABOUT OTHER TYPES OF ANTENNAS)

Article 28 DRAINAGE

- a. Lots may not be re-graded without prior written Committee approval.
- b. Lots may not drain any portion of one condominium unit onto another Condominium unit.

- c. All drainage must go to the street and may not drain onto common area other than street. Under no circumstances shall water be allowed to drain onto slope areas.
- d. Paved concrete areas must be sloped to drain at 1% minimum and to an approved point of disposal. Unpaved areas must be sloped at 2% and to an approved point of disposal unless a slope of 1% is approved by a Certified Geotechnical Engineer or Registered Civil Engineer. Drainage slope must be certified by a Registered Civil Engineer or Licensed Land Surveyor prior to release of Association security deposit.
- e. Lot drainage plans must be submitted to the Architectural Committee and approved prior to any drainage work being started.

Article 29 FENCES AND SCREENING WALLS

- a. Fences shall be restricted to a maximum height of six (6) feet.
 - i. Walls of solid masonry or concrete shall be a maximum of three (3) feet in height and may have an additional maximum of three (3) feet of vinyl or wood lattice above the masonry or concrete for a total maximum height of six (6) feet.
 - ii. Trees, shrubs and other plants shall not be used as fences except as follows:
 - 1. Climbing vines and other plants may be placed upon a trellis or wire structure to create a living fence and must comply with height restrictions that apply to other types of fences.
 - 2. Living fences shall be neatly trimmed and maintained and shall not intrude upon adjacent property.

Article 30 MAILBOXES

- a. Mailboxes may be changed if necessary
- b. Mailbox must be approved by the Architectural Committee and must conform to US Postal Service requirements.
- c. Mailbox must be black in color.
- d. Mailbox must be located at location of present mailbox and installed so the top is no higher than present mailbox. must conform to US Postal Service requirements.
- e. Black chatterbox must be included in installation.

Article 31 LANDSCAPE AND HARDSCAPE REQUIREMENTS

- a. Plot plans must be submitted to the Committee and approved prior to the installation of landscaping.
- b. Plans must include type, size and location of plant and construction materials.
- c. Hardscape plans must include type, color, size(s) and location of all materials
- d. Sprinkler system design, if any, must be included.

Article 32 TREES AND SHRUBS

- a. All trees and shrubs shall be of moderate size so that they are in harmony with the surrounding trees and shrubs in the immediate area and overall landscape of the community. All trees and shrubs shall be kept trimmed so that they do not intrude on neighboring property nor present a hazard from overhanging or dead branches and/or roots.
- b. Height of trees and shrubs should conform to the height of existing trees and shrubs in the area, not be excessive in height and maintained generally at the peak of the roofline of the home. The Architectural Committee will consider the characteristics of the landscape materials, regarding height, diameter and density of growth when approving materials submitted for approval.
- c. Old growth legacy trees and shrubs submitted for trimming or removal that are near or at the edge of slopes will be evaluated as to the effect on the stability of the slope and/or drainage of the slope.
- d. The Association is responsible for the maintenance of all trees and shrubs located in the Common Areas.
- e. Trees and shrubs located within the property lines of a Condominium Unit that requires trimming or removal shall be the responsibility of and paid for by the unit owner or resident.

Article 33 ARCHITECTURAL RECORDS AND INSPECTION

- a. The Committee shall maintain a complete record of all applications.
- b. Member(s) of the Committee shall make inspections of the architectural and landscape projects during the time the work is being done and when the work is completed.
- c. The Committee shall require compliance with the approved application.
- d. Any noncompliance shall be reported to the Board of Directors for any necessary action if the Committee has been unable to resolve noncompliance.
- e. The Committee shall advise the Board of Directors of all architectural and landscape projects.
- f. The Committee may require a completion date on all projects.

Article 34 RV AND MAINTENANCE AREA

PURPOSE: In general, the RV and maintenance area is for use by only Park residents for the storage of recreational vehicles, non-RVs, washing of vehicles, trash disposal, wood shop use and personal storage sheds.

- a. RVs (Recreational Vehicles) are defined as motor homes, travel trailers, fifth wheel travel trailers, campers, camper shells on trucks, boats on trailers and empty trailers. Non-RVs are vehicles that do not qualify as an RV under these rules, such as, but not necessarily

limited to, motor cars, non-commercial trucks without camper shells, and motorcycles.

b. Qualifications for RV Space Rentals

- i. Only Park Residents may rent a space in the RV Lot including Lessees.
- ii. Non-residents, including non-resident owners are not permitted to rent a space in the RV Lot.
- iii. Proof of ownership for the RV and the power unit (the vehicle used to tow the RV) if the RV requires towing, in the form of Certificate of Title or loan documents, DMV registration and proof of insurance*, and all documents shall include the resident's name and Shorecliffs park address. *Trailers are excluded from insurance requirement, as long as the power unit for the trailer carries the required insurance.
- iv. Single and shared ownership in a vehicle is permitted as long as the resident's name and Shorecliffs park address is listed on the title/loan documents, registration, and insurance certificates where appropriate.
- v. Registration, title/loan documents, and insurance certificates shall be updated annually.
- vi. All vehicles in the RV Lot must be operational.
- vii. Only residents who have exhausted the use of two (2) parking spaces at their unit with automobiles registered to the resident may utilize the RV Lot for storage of an automobile. A golf cart is not considered an automobile to count as occupying a parking space at the unit.

c. RV Space Rental

- i. Management shall manage the use of the RV rental spaces and the Wait List, and bumping renters will be mandated by the priority, chronological order, and by lottery, if necessary. Moving renters to other spaces will be mandated by space size.
- ii. Priority shall be given prospective space renters in the following order: First, storage of one RV; second, storage of one non-RV vehicle; third, storage of more than one RV by the same person; and fourth, storage of more than one non-RV vehicle by the same person. Priority within a class shall be given in order of application, the earliest applicant being senior. If the storage area is filled a waiting list shall be maintained. See Section d- Wait List Rules.
- iii. The rental fee for storage spaces along with the form of contract shall be established by the Board of Directors of the Association from time to time.
- iv. Rents shall be due on the first day of each month, in advance, and if received by the Association after the fifth day of the month shall incur a late fee in accordance with the terms of the contract.
- v. Only one vehicle shall occupy each rental site.

- vi. Renters may store one personal vehicle in their space while using their RV.
- vii. Unauthorized vehicles parked in the RV and Maintenance area and vehicles blocking access to any storage space are subject to towing and impoundment at the owner's expense.
- viii. Each person renting a space shall reimburse the Association for all costs incurred resulting from any damage to the premises by such individual's use of such space.
- ix. No person shall reside in any RV or other vehicle in the RV area.
- x. No person shall remain overnight in any RV or other vehicle without prior permission of management.
- xi. Each renter shall be responsible for maintaining his or her rental space in a clean, orderly condition.
- xii. SMHOA will not be responsible for loss of damage to or theft of vehicles or personal property occupying the rental space.
- xiii. No renter shall engage in any activity within the RV and Maintenance area which is in violation of any law, ordinance, statute, or rules of the Association which may be established by the Board of Directors from time to time.
- xiv. Spaces shall be assigned by Management to best match the spaces with the RVs and other vehicle in the area. From time to time renters may be asked to move to a different space in order to maintain maximum utilization of the TV Area.

d. Wait List Rules

- i. Renters will be bumped in accordance with the priority established in paragraph c. II. above.
- ii. A higher priority vehicle on the Wait List can bump a lower priority vehicle already in the Lot.
- iii. A same priority vehicle on the Wait List cannot bump a same priority vehicle based on the size of the space if the space would better accommodate the Wait List vehicle. However, as noted in paragraphs c. I. and c. xiv. Management may rearrange renters based on space sizes.
- iv. A resident can replace their existing RV or non-RV with a different vehicle that qualifies in the same space; however, the bump rules would still apply.
- v. A resident may be on the Wait List if they do not yet have the RV or non-RV. If a space comes open for a resident on the Wait List without the vehicle and no other resident on the Wait List currently qualifies to occupy the space, the resident would be required to fill the space with a qualifying vehicle within 30 days of the notice of availability.

c. Storage Space Rental

- a. Storage sheds shall only be rented to Residents of the Park.
- b. Residents of a condominium may only rent one storage shed.
- c. The rental fee for storage sheds, along with the form of contract, shall be established by the Board of Directors from time to time.
- d. Rents shall be due on the first day of each month, in advance and if received by the Association after the fifteenth day of the month shall bear a late fee in accordance with the terms of the contract.
- e. Storage sheds may be used for storage only. At no time may any potentially hazardous material be stored in any shed. Nothing may be stored outside of any shed.
- f. Any resident renting a storage shed shall reimburse the Association for all costs incurred resulting from any damage caused by such individuals use of the storage shed.
- g. If all storage sheds are rented, a waiting list shall be maintained. When a resident moves from the Park, or otherwise vacates the shed, the "next up" on the waiting list shall be offered the shed for rent.

Article 35 TRASH DISPOSAL AND TRASH RECEPTACLES

- a. No chemicals, oil or other hazardous waste or materials shall be placed in the trash receptacles.
- b. All loose garbage must properly (securely) wrapped or bagged.
- c. All trimmings must be cut to three (3) foot lengths before placing in trash receptacles.
- d. All "spillage" of trash shall promptly be swept up and deposited into trash receptacles.
- e. Televisions, computers, batteries, paint, vehicle parts, oil, large furniture items, large appliances and other electronic appliances shall not be placed into Association trash receptacles.
- f. Anyone positively identified as disposing of items in the trash compactor, that deviates from the size and type limitations of trash items as posted on the trash compactor, will be responsible for actual cost to repair the trash compactor or a fine of \$375.00, whichever is greater, following due notice and a hearing before the Board of Directors.
- g. Bagged trash shall not weigh in excess of 25lbs. per bag and shall be limited to a total of 5 bags.

Article 36 CAR WASH AREA

- a. Vehicles shall only be washed in the "car wash" area located in the RV area.
- b. Vehicles shall be moved for drying so as to allow others to use the wash area.
- c. Only residents and RV space renters are allowed to use the car wash area.
- d. The wash area shall be left "clean" and the hose hung properly after use

Article 37 SANITARY DUMP

- a. Sewage from RV's must be "dumped" in the dump station only.

- b. A proper sewer hose must be used at all times when dumping.
- c. Any "spillage" must be cleaned up immediately.

Article 38 PETS

- a. For the purpose of these Rules and Regulations "Pet" is defined as any domesticated bird, cat, dog, aquatic animal kept within an aquarium, or any other animal as agreed to between the Association and the condominium owner or tenant. Also it is further defined as a house pet. By law, service animals, those that are individually trained to perform tasks for people with disabilities are permitted in the park.
- b. Owners or tenants bringing a service animal into the park must present certification from a physician, within 30 days of the need for the service animal.
- c. Not more than one (1) dog or cat is permitted per condominium. However, under special circumstances, permission to keep other pets (birds or aquatic animal kept within an aquarium), in addition to a cat or dog, may be granted with the approval of the Board of Directors.
- d. Pets must be licensed as required by a Governmental Agency.
- e. Pets may not be any larger than fourteen (14) inches in height to the shoulder and to be over twenty (20) pounds in weight at maturity.
- f. The following aggressive breeds, including but not limited to, are NOT permitted for occupancy and/or for visitation, within Shorecliffs Mobile Home Owners Association property:
 - a. Pit-bull or partial pit-bull
 - b. Rottweiler or partial Rottweiler
 - c. Doberman Pincher or partial Doberman Pincher
 - d. Wolfhound
 - e. Any dog in violation of these rules and regulations
 - f. Any animal the Board of Directors determines to be dangerous
- g. When not inside the home, pets must be on a leash no longer than ten (10) feet in length and under the control of an individual capable of controlling the pet.
- h. Pets may not be tethered and left unattended to any stake, tree, bush, vehicle, structure or other objects when outside the home.
- i. Pets may be walked within the Park on common area, except where stated in rule 36.n, but must not cause any damage to Association property or property belonging to others.
- j. Pets must not invade the condominium property of another homeowner.
- k. If a pet defecates outside the home, the dropping must be picked up immediately.
- l. Any pet running loose may be removed from the Park by Animal Control authorities.
- m. If a pet causes any disturbance, such as, but not limited to, barking, growling, howling, snapping at, or biting any person, the pet may be ordered removed from the park. Continued violation in accordance with the City of San Clemente Ordinance, will lead to removal of the pet.

- n. Pets are not permitted in any Association building, including the Clubhouse or in the pool area.
- o. All pets must be registered with the Association. At the time the pet is registered the owner must:
 - a. Execute a Pet Agreement, which can be obtained from Office Management.
 - b. Provide proof of vaccinations and neutering/spaying of the cat or dog.
 - c. Provide a photograph (at least 3.5" X 5") of the pet.
 - d. The pet owner shall annually provide proof that the cat or dog is in full compliance with all vaccinations.
- p. Pets may not be bred, raised or kept for commercial purposes.
- q. Pet owners are fully responsible for any community nuisance, property damage, or personal injury caused by their pet.
- r. Guests are permitted to bring pets into the Park provided all the Rules and Regulations are met, with the exception of rule 36.e and 35.0. No pet belonging to a visitor may remain overnight unless registered with the Park Office. Condominium owners or tenants are responsible for any guest's pet.
- s. Failure to abide by these Rules and Regulations will subject the condominium owner to fines and other enforcement alternatives under these Rules and Regulations. Procedures include removal of the offending pet from the Park and/or legal action.

Article 39 CONFLICT OF INTEREST

Any member of the Board of Directors or any member of any committee receiving a free gift, gratuity or monetary gain with a value of over \$5.00, from any potential employee or contractor or present employee or contractor of the Association must report that gift, gratuity or monetary gain to the Secretary of the Association within seven (7) days of receiving the gift, gratuity or monetary gain. The Secretary shall then report to the Board of Directors on such gift, gratuity or monetary gain at the next Board meeting. The member of the Board or committee receiving such gift, gratuity or monetary gain will abstain from any vote involving the employee or contractor giving such gift, gratuity or monetary gain. This section also applies to any gift, gratuity or monetary gain from any resident of the Park. If a relative of any member of the Board of Directors or committee member receives any gift, gratuity or monetary gain from any employee or contractor that may or is doing business with the Association that gift, gratuity or monetary gain must also be reported the same as if the Board member or committee member had received the gift, gratuity or monetary gain and the Board member or committee member must abstain from voting as described in this section. All members of the Board of Directors and committee members must also comply with Government code 7233 "Transactions Involving Director".

Article 40 FINE POLICY

Effective November 1, 2003, the Board will commence imposing fines per the schedule below for all violations of the CC&Rs, Bylaws and the Rules and Regulations of the Association. Fines may be imposed for violations, which are not corrected within a reasonable length of time. A reasonable length of time shall be, within thirty (30) days of being notified of the violation. The Board, at their sole discretion and upon written request from the owner may extend the length of time required to correct a violation should the situation warrant an additional period of time.

Article 41 SCHEDULE OF FINES

- | | |
|--|------------|
| a. First violation | \$250.00 |
| b. Second month for same continuous violation | \$500.00 |
| c. Third month for the same continuous violation | \$1,000.00 |
- d. "The same violation" shall mean the continuation of the violation or violations during each thirty (30) day period from the date of the first violation (hearing) letter.
- e. Prior to the Board imposing any fine, all owners will be afforded the opportunity to have a hearing before the Board, either in open or executive session, to discuss their individual violations.
- f. This policy also includes a \$100.00 automatic fine for any Landlord (Owner) who does not send in a completed "TENANT INFORMATION SHEET" within thirty (30) days of the date any new Tenant moves into the community.
- g. The Board may, at their discretion:
- i. Impose separate fines for each violation listed in the violation (hearing) letter, which has not been corrected.
 - ii. Refer the matter to the attorney for the Association for further action

Article 42 LEGAL FEES

All legal fees incurred by the Association will be assessed to the owner violating the Rules and Regulations

Article 43 INTENT OF THE BOARD.

THE INTENT OF THE BOARD IS FOR ALL RESIDENTS TO OBEY THE RULES AND REGULATIONS AND TO CORRECT ANY VIOLATIONS WITHIN A REASONABLE LENGTH OF TIME, (i.e., thirty (30) days.)

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