

La Vista Laguna Niguel Community Association

RULES & REGULATIONS

(Adopted September 2006)

(Amended November 2007)

(Amended January 2009)

(Amended October 2019)

The following common area and recreational rules and guidelines are intended for the mutual benefit and protection of all La Vista residents and their guests. Each resident must be responsible for adherence and enforcement of these rules in order to promote the general welfare and to achieve a harmonious community environment.

The provisions for the Rules & Regulations and the authority for enforcement are contained in the Association's Governing Documents. These documents give the Board of Directors the power to establish and enforce these Rules & Regulations. In the event of any conflict between these Rules & Regulations and the Association's Governing Documents and/or California Law, the Governing Documents and/or California Law supersede.

GENERAL

1. The common area, community grounds, streets, parking, and recreational facilities are restricted for use of owner's, resident, and their guests. No others may use said facilities without written consent of the Board of Directors.
2. Any individual or group abusing the rights of use granted in the Governing Documents of the Association may have those rights suspended at the discretion of the Board of Directors after a notice and hearing.
3. Each owner who rents his/her condominium is responsible for giving his/her tenant(s) a copy of these rules and is liable for any and all fines, and /or assessments incurred by his/her tenants. Owners must bind any tenants/occupants to the Associations Governing Documents via the Residential Lease Agreement, a copy of same sent to the management company.
4. An owner must report violations to the Management Company, in writing. If a tenant witnesses a violation, the tenant should report the violation to the unit owner, the owner should report the violation to Management.

5. Residents shall not make nor permit any disturbing noises in their condominium (including balconies/patios) or elsewhere on the premises. Stereos, televisions, musical instruments, and any other noise producing devices shall not be played so as to disturb neighbors at any time. Please report any complaints to the Laguna Niguel Police Department at (949) 362-4326 and in writing to the Board of Directors, in care of the Management Company.
6. All move-ins/move-outs must be completed during normal business hours: 8 am — 6 pm, 7 days a week.
7. Residents shall not conduct garage sales, yard sales, or any other type of sales without the Board of Directors prior written permission.
8. All owners, whether you live onsite, or offsite, will be required to submit an "Owner Occupancy" or "Tenant Occupancy Form" within ten days of moving in to the community or within ten days renting/leasing your unit. Owners that do not submit the forms will be sent a violation letter and/or will be called to a hearing where they could face fines or penalties. This information is necessary in case of emergency, notice of water shut off, etc.

As of January 1, 2017, members are required to provide their contact and property status to the HOA (Civil Code § 4041). The information required is:

1. The mailing address where notices from the association are to be delivered;
2. Any secondary address where notices from the association are to be delivered;
3. The name and address of each member's legal representative, if any, or other person who can be contacted in case of the member's extended absence;
4. Whether the member's property is owner-occupied, rented, vacant, or undeveloped land.

Information on tenants is of vital importance, so that in the case of an emergency situation, management will be able to contact someone on the premises.

Each member is responsible for providing this information to the association on an annual basis. If a member does not provide this information, the member's onsite mailing address is deemed to be the proper mailing address for the association to deliver notices to the member.

COMMON AREA

1. The use of recreation, sports, and hobby equipment, including but not limited to toys, bicycles, mopeds, skateboards. Skating ramps, basketball hoops, and rollerblades is prohibited on walkways, stairways, streets, greenbelt areas, or pool/spa or laundry facilities.
2. Homeowners will be held financially responsible for any damages to property or landscaping caused by owners, tenants, or guests.
3. Placement of personal items (i.e. clothing, plants, birdfeeders) in common area is prohibited.

4. Dumping of gasoline, paint, vehicle/household cleaners, and/or other volatile or toxic products in gutters, drains, community grounds, parking, landscaping, and recreational facilities is strictly prohibited.
5. Residents shall not post notices or advertisements anywhere in the common area without the prior written consent of the Board of Directors. One standard "For Sale" or "For Lease" sign can be placed in accordance with the Association's CC&R's. Commercial signs, of any type, are prohibited anywhere in the community.
6. Holiday decorations may be displayed thirty days prior to the holiday and must be removed within fifteen days following the holiday. Decorations may not be installed in a manner that uses any penetrating type of attachment to the exterior of the unit.
7. Owners/tenants shall make no attachments to any railings, exterior wood or exterior stucco. In the event that a stair railing must be temporarily removed to allow for moving large objects/furniture into or out of the unit, the HOA must be notified in advance. The HOA will arrange for the removal and subsequent re-installation of the stair railing. The cost will be the responsibility of the owner. Please contact the management company to make arrangements.

RECREATIONAL FACILITIES

1. With respect to all Recreations Facilities, including, but not limited to, clubhouse, pool, spa, sauna, athletic room, the Board of Directors reserves the right to close such facilities, or restrict access thereto, for cleaning, repair, maintenance, meetings, Association functions, and other similar or related activities. Closure or restriction of access to any or all of the Recreational Facilities shall not constitute grounds for Homeowner to withhold or abate dues payment.
2. All Recreations Facilities shall be used only during the hours posted except for private functions in the clubhouse.
3. Smoking, drugs, and alcohol are prohibited in all Recreational Facilities including, but not limited to the clubhouse, common area bathrooms, and pool and spa areas. Alcohol may be allowed, if approved by the Board of Directors prior to an event in the clubhouse, in accordance with the guidelines contained in the Clubhouse reservation form.
4. Animals are prohibited in all Recreational Facilities including, the clubhouse, common area bathrooms, and pool and spa areas. Service animals are exempt. Owners are responsible for cleaning up after their animals. Waste bags are available in several areas around the complex.
5. Guests must be accompanied by residents at all times.
6. Total pool capacity: 81
Total spa capacity: 8

7. No more than four guests per condominium may use the Recreational Facilities at any one time, with the exception of the Clubhouse when reserved and approved by the Board.
8. Persons under the age of 14 years of age are prohibited to use the Recreational Facilities unless supervised by a person 19 years or older.
9. There is no lifeguard on duty at any time. Use of pool and spas by residents and their guests are at their own risk and all safety rules must be observed.
10. Diving or jumping into the pool or spa is prohibited.
11. Glass bottles/containers are not permitted in the pool and spa areas.
12. In consideration of other residents, earphones must be used when listening to radio, CD players, iPods, or other similar devices. For safety reasons, no electronic devices are allowed in the spa or pool.
13. The Board of Directors reserves the right to control access to all Recreational Facilities and to ensure only authorized and conforming individuals utilize such facilities. No intoxicated person or person having infectious disease, skin abrasion, colds, coughs, inflamed eye infections, or wearing bandages shall use the pool or spa.
14. Appropriate swim attire must be worn at all times. All diapers must be waterproof.
15. Pool play equipment, such as rafts or inner tubes, are not permitted. No Styrofoam floating devices are allowed in the pool or spa. Water safety devices are allowed for babies and toddlers.
16. All gates and doors must remain closed and locked. No method of propping open is permitted for any amount of time, no exceptions.
17. Anyone that creates a disturbance, or is found to be in violation of the Community rules will be asked to discontinue the activity or leave the pool area. If a resident or guest is found to be in violation of the rules, or is asked to leave the pool and refuses, the owner(s) of the unit will be called to hearing at which time the Board may impose a fine and/or additional penalty, so please be courteous when using Community pools, spas and facilities. Violations of any of the Pool, Spa and/or Recreational Facility Rules and Regulations may result in a fine and/or suspension of privileges for a period deemed appropriate by the Board of Directors.

ARCHITECTURAL IMPROVEMENTS & ALTERATIONS

1. The Board of Directors or the Design Review Committee must approve all interior flooring, and structural alterations. Alterations performed without prior approval are subject to removal. Exterior alterations are not permitted.

2. Approval by the Board or Design Review Committee does not constitute approval by the city, nor does approval by the city constitute approval by the Board of Design Review Committee.
3. All necessary Architectural Change forms are available from the Management Company.
4. WINDOW REPLACEMENT SPECIFICATION: Retrofit windows only. Dual-Pane glass, low emission, energy efficient window. Exterior color frame of retrofit window to be white only. No art glass panels or grilles to be placed in glass of retrofit window.
5. BALCONY DOORS: Balcony door can be a slider or open double door. Width of door frame to be no less than 4", and no greater than 6". Exterior color frame of balcony door to be white only. No art glass panels or grilles to be placed in glass of balcony doors.
7. SCREEN DOOR SPECIFICATIONS: Retractable screen only for front door. Retractable or sliding screen door for balcony. Colors to closely match exterior door frame. Screen frame to be white in color only for balcony.
8. DECORATIVE WINDOW FILMING: Window film is allowed only if it is a static cling film with no pattern, which allows light through but prevents seeing through the window. This type of film is available at local home improvement stores.

REAL ESTATE SIGN PLACEMENT

1. One sign per unit. Sign must be placed per the following Guidelines:
 - a) One sign to be placed in a front or back window of Unit, no larger than 12"x 18"
 - b) No signs are to be placed on outside balconies, patios, or stair rails.
2. Open house signs may only be displayed on the day of showing, between the hours of 8am to 6pm. Signs may be temporarily placed in flowerbeds or in walkways.

GARAGES & PARKING

1. Garage doors must be kept closed at all times other than when used for ingress and egress.
2. Garages are to be used for the parking of vehicles only, and not solely for storage of property.
3. All vehicles must be operational and currently registered. Unauthorized or improperly parked vehicles may be towed away to vehicle owner's expense.
4. Motor vehicles shall not be parked in common area parking longer than 72 consecutive hours without moving. Vehicles parked over 72 hours may be towed away at vehicle owner's expense.

5. Parking in the fire lanes is prohibited. Vehicles parking in marked fire lanes may be towed, without warning, at vehicles owner's expense.
6. Commercial vehicles, recreational vehicles, boats, trailers, and inoperative vehicles shall not be parked or stored on the properties.
7. No part of the premises shall be used by residents or their guest for car washing, other than the designated car wash station, painting, or otherwise servicing any vehicles including changing oil. The Association has the right to clean the premises of fluids and other discharges from vehicles and to charge such cleaning and disposal costs to the Homeowner.
8. The storage of gasoline and other volatile fluids is strictly prohibited in any storage areas, including homes, garages, patios, balconies, and water heater/storage closets.
9. No motorcycle or moped is to be stored on patios, balconies, under stairways or in any other area.
10. Designated Handicapped spaces are for vehicles with currently active Handicapped placards or valid handicapped license plate. Vehicles that do not have a placard or handicapped license plate may be cited and/or towed away at the vehicles owner's expense.
11. Unattended vehicles found to be in violation of parking in "Undesignated" parking spots, alleyways, or in front of garages, will be subject to immediate tow with no notice or warning.

CAR WASH STATION

1. Car wash operating hours are from 8am to 8pm. Vehicles are only allowed parking after the posted hours. Unattended vehicles parked in the car wash area between the hours of 8am to 8pm will be subject to immediate tow without further notice. Please be courteous and move your car after washing to allow for other resident use.

REFUSE

1. Residents must make their own arrangements for the removal of special pickups of larger items such as furniture or appliances. Any additional cost to the Association will be charges to the unit Owner. Contact CR&R customer service to schedule and make payment arrangements: (877) 728-0046. Owners/residents who contract with the trash company for personal-use trash/recycling bins must store the containers within the unit or garage. Such containers may be placed outside the garage for pickup no earlier than 18 hours before pick up and must be removed no later than 18 hours after pick up. Trash/garbage/refuse may not be placed on balconies, patios or outside the unit door.
2. Dumping of gasoline, paint, vehicle/household cleaners, and/or other volatile fluids in gutters, drains, community grounds, parking, landscaping, and recreational facilities

is strictly prohibited. Any cleanup and/or disposal charges incurred by the Association will be charged to the unit Owner.

3. All trash containers must be clearly and properly labelled with the unit number for proper identification.

PATIOS & BALCONIES

1. The Association reserves the right to set standards for balcony and patio appearance. All balconies and patios must be kept clean and orderly. Accumulation of trash or animal waste is prohibited. Storing of cartons, buckets, appliances, stuffed furniture, or other objectionable items on the balcony or patio is prohibited.
2. Residents are responsible for the maintenance and upkeep of their individual balconies, patios, stairways, and entryways. These areas must be kept clean and tidy.
3. Potted plants or other items are not permitted on second or third floor common area railings or ledges, neither common nor Exclusive Use, due to safety and insurance reasons. Plants placed on ground floor, Exclusive Use, railings or ledges must be placed in a catch basin, saucer, or self-contained pots. Plants or other items are not permitted on first floor common area railings or ledges. Owners will be held responsible for damage to the areas.
4. Hanging plants or other items from stucco ceilings, walls, or fire sprinklers heads is not permitted. Towels, clothing, rugs, etc., may not be draped over railings for any periods of time.
5. Plant material planted within the unit's patio area must be maintained to stay within that area and may not extend over exclusive use or common walls, through fencing into common areas, or into adjoining yards.
6. Vines and landscaping must be maintained at least 2 feet below roofline and gutters and may not cover windows.
7. Potted plants cannot drain onto decks, stairs, walkways, or entry areas. Owners will be held responsible for damage to these areas.
8. No exterior clothesline shall be erected or attached to the building exterior. Free-standing drying racks may be placed on the unit's exclusive use area (balcony or patio) only for the time required to dry the items. The drying rack must be removed from the balcony and stored elsewhere when not in use.
9. Washing of balconies and patios that cause water damage onto decks, stairs, walkways, driveways or entry ways is not permitted.

PETS

1. The only animals that may be raised or kept in any Condominium are dogs, cats, fish, birds, reptiles, and other usual household domesticated animals, provided that they are not kept, bred, or raised for commercial purposes.
2. Two pets per Condominium allowed.
3. All dogs must be attended and under control by a capable person and on a leash while in the common area at all times. Attaching the leash to a stake, tree, or other object is prohibited. Local municipal ordinances regarding leash laws will be enforced.
4. Cats are not allowed to roam the common areas freely.
5. Pet waste must be picked up by the owner or caretaker of the animal. Pet waste may not be washed over the sides of balconies onto decks, stairs, walkways or driveways.
6. Pet owners will be responsible for any damages caused by their pets.
7. Feeding animals in common areas is prohibited.
8. The Board of Directors reserves the right to prohibit the maintenance of any animal within a Condominium or on common area which, in the Board's determination, may create a threat to the safety of the Community residents. The Board may also prohibit the maintenance of any animal that becomes a nuisance to the Community residents.
9. The excessive noise caused by pet will be deemed a nuisance. Please report all violations to the City of Laguna Niguel Animal Control, (949) 470-3045. In the event that the nuisance continues, owners/residents may contact the Board of Directors regarding the issue.

BBQ

1. In order to conform to current California Fire Code: Gas grills are not allowed, unless fueled by a one-pound or smaller LP-gas container. Charcoal grills are not allowed. Electric smokers and grills are allowed, as long as smoke and odors do not disturb neighboring units. Grills that do not conform to these rules may not be stored on balconies, patios or front door areas.

WINDOW TREATMENTS

1. All window coverings shall be permanent in nature and of neutral colors harmonious with the color scheme of the exterior of the building. Only curtains, drapes, shutters, or blinds may be installed as permanent window covers. No aluminum foil, paint, newspaper or similar coverings deemed to be inappropriate for a window covering shall be applied to the windows or doors of any unit.

SATELLITE DISH / ANTENNAS / WIRELESS NETWORKS

1. All antennas or dish receivers must be 36 inches or smaller in diameter.
2. All antennas or dish receivers must be installed in the Owner's Unit, as defined in the Association's CC&Rs section 1.52, or the Owner's Exclusive Use Common Area designated as a Unit's patio or deck.
3. No antenna or dish receiver may be installed on any Common Area as that term is defined in the Association's CC&Rs in section 1.1.13 (including but not limited to roofs, exterior walls, window sills, wood fascia, or the exterior portion of any balcony railing) that is not Exclusive Use Common Area. In installing antenna or dish receivers the resident is prohibited from making any physical modifications to the Common Area such as drilling or nailing into the Common Area. In installing antenna or dish receivers no portion of the installed equipment shall extend into the Common Area (such as overhanging or protruding beyond balcony railings). To prevent impermissible damage to or intrusion into the Common Area to secure antennas or receivers the Association recommends that weighted tripods on the decks, clamps, or glued bracing against the exterior walls of the buildings be used. The Association has a significant interest in assuring that exterior stucco and underlying water barrier system are not negatively affected by homeowners or residents penetrating the Common Area. Wiring should pass under the utility door of the balcony/deck, and be routed into the unit through a small hole inside the utility closet.
4. The installation process shall not make any physical changes, or damage to the Common Area including the drilling of holes or nailing of nails or bracing of any type in the Common Area. If any change or damage occurs to the Common Area in the installation process or in the use of the antenna or dish receiver the homeowner shall repair the Common Area and if he/she does not then he/she reimburse the Association for all repair costs the Association may incur in choosing to repair any condition. If the installation process causes damage to the common area or any other separate interest or other exclusive use common area, the Owner of the Unit which installed the antenna or dish receiver shall indemnify, defend and hold harmless the Association for all, claims, actions, suits, or losses and costs arising there from, including legal costs and fees. If any of these rules are violated by an Owner or Resident, the Association shall have the right to recover all costs and fees (including legal costs and fees) in requiring or obtaining compliance or undertaking self help to bring relevant conditions into compliance with the Association's rules and standards.
5. The Owner of the subject Unit acknowledges that regardless of the resident at the time of the installation, the Owner is ultimately in control of his/her unit and is responsible for the compliance with all rules and regulations. Thus should any of the above rules be violated when the Owner is not in possession of the Unit, the Owner acknowledges that will not affect the Association's right to collect legal cost and fees under Rule 5 above.

6. Homeowner shall install, maintain, and remove satellite dish in a manner, which is consistent with industry standards and shall be liable for any damages or injury sustained as a result of the negligent installation, maintenance, or removal of the dish.
8. Homeowner shall indemnify, defend, and hold the Association harmless for any damage or injury resulting from said negligence, including paying Association's attorney fees and costs.

CLUBHOUSE RENTAL

1. Rental of the Association's Clubhouse requires adherence to the Association's Clubhouse Rental Policy. For a copy of this policy, please contact the Association's Management Company.

BOARD MEETING CONDUCT & PROCEDURES

1. Board Meetings take place monthly for the purpose of conducting the corporate business of the Association. Homeowners will be notified no less than four (4) days prior to each meeting. Conforming to dictates of the By-Laws, California Corporation's Code, Parliamentary Procedure, and the Association's Governing Documents, only Board members may speak to issues on the floor during the business portion of the meeting. All attendees shall observe simple rules and basic courtesies.
2. Although Homeowners are not permitted to speak during the business portion of the meeting, unless recognized by the Chair, they may stay to listen and become familiar with issues facing the Association.
3. Homeowners are welcome to address the Board during the Homeowners Open Forum portion of the meeting. When recognized by the Chair, please state your name, property address, and briefly state your question or comments. Each Homeowner will be allotted no more than three (3) minutes to speak. The Board may take all matters under submission and may not necessarily respond to your request to answer your question(s) at this meeting. The Board, or designated representative, may respond by telephone or in writing after sufficient research, consideration, and decision. Tenants and any other non-owners are not allowed to attend Board meetings, unless called by the Board to attend and respond to violations.
4. Every person who, without authority of law, willfully disturbs or breaks up any assembly or meeting that is not unlawful in its character, other than an assembly or meeting referred to in Section 302 of the Penal Code or Section 18340 of the Election Code, is guilty of a misdemeanor. (California Penal Code § 403).

COMMITTEES

The Board encourages homeowners to support the Association through participation on one or more La Vista at Laguna Niguel committees.

1. Design Review Committee (DRC): This committee establishes guidelines governing Residential Lot improvements installed by homeowners. This committee also reviews homeowner applications for architectural improvements. Architectural Improvement Application forms are available from the property management company and on the mylavista.com website.
2. Grounds Committee: This committee monitors the maintenance of the Common Maintenance Area and recommends improvements in that area to the Board.
3. Newsletter Committee: This committee prepares the periodic Association Newsletter.
4. Social Committee: This committee organizes, coordinates, and facilitates social activities for residents who wish to participate.

COMMITTEE GUIDELINES

1. Committee Members:
 - a. A committee must have at least three (3) members.
2. Committee Appointments:
 - a. All committee members, who are not members of the Board, are appointed by the Board.
 - b. Any La Vista at Laguna Niguel Homeowner who wants to serve on a committee should contact the Board or management company.
3. Board Liaisons:
 - a. Board Liaisons (committee members who are members of the Board) are responsible for ensuring that their assigned committee abides by the Association Bylaws, CC&R's and Board policies, procedures and guidelines.
 - b. All Board Liaisons are expected to be present at the meetings of their assigned committees. However, if all Board liaisons on a committee agree, the committee chairperson may be authorized to hold a meeting with only one liaison present.
4. Committee Chair Responsibilities:
 - a. Scheduling and running committee meetings.
 - b. Notifying all committee members of the time and place of committee meetings. Reviewing all Design Review Committee correspondence to ensure that all communications to homeowners are written in a professional tone and style (applies to DRC only).
 - c. Forwarding all committee correspondence to the management company for processing. Committees (except DRC committee) are not authorized to send written correspondence directly to any homeowner under any circumstance.
 - d. Ensuring the management company receives a copy of all committee minutes.

5. Committee Meetings:

- a. All three (3) committee members (including at least one Board liaison for the DRC) must be present to conduct business at all DRC or Grounds Committee meetings.
- b. The DRC is required to hold regular quarterly meetings, unless the Board approves a less frequent meeting schedule. If a backlog of committee work develops, the Board may request more frequent meetings.
- c. All other committees are encouraged to hold regular quarterly meetings and must have at least three (3) members present.

6. Committee Minutes:

- a. Documented minutes are required for all DRC meetings.
- b. Documented minutes are encouraged for all other committee meetings.

7. Committee Actions:

- a. All committee actions must be consistent with the Association By-Laws, CC&R's, Board policies, procedures, and guidelines.
- b. All committee actions require a majority vote of the committee members in attendance.
- c. Any vote on a committee action must be taken in the presence of at least one Board liaison (applies to DRC only).

8. Committee Reports:

- a. All committees are encouraged to present written quarterly status reports to the Board. The report should include the committee's recommendation if Board action is required.

SECURITY

- 1. The Association does not provide security, law enforcement, or private protection services for residents. The Association does provide unarmed courtesy patrol that performs random patrols throughout the day, seven days a week. IN CASE OF A DISTURBANCE OR EMERGENCY, YOU SHOULD REQUEST ASSISTANCE FROM THE APPROPRIATE LOCAL AUTHORITY (POLICE DEPARTMENT, FIRE DEPARTMENT, PARAMEDICS, ETC.) We request you also notify the Management Office that such disturbance or emergency has occurred.

KEYS

- 1. Replacement Facilities Keys \$100.00

MANAGEMENT COMPANY

Please refer to the mylavista.com website for current management contact information.

La Vista Laguna Niquel Community Association

Procedures for Enforcement of the Governing Documents

The Board of Directors is authorized to impose monetary penalties and to temporarily suspend certain membership privileges and to impose other appropriate discipline for failure to comply with the Governing Documents of the Association. Enforcement of the Governing Documents depends on the participation and cooperation of all Homeowners, residents, and their guests.

The following procedures will apply to all violators and infractions of the Governing Documents and Rules & Regulations. Owners may report violations to the Board by submitting a written notice describing the violation. The Board may also note any violations discovered during a walkthrough or by personal knowledge of any of its members or representatives.

To report a violation (see attached Violation Complaint Report), please submit in writing to the Board of Directors in care of the Management Company. Reported violations must include the name, date, time, location, and nature of the violation and provide a factual statement supporting the charges of the alleged violation. Complaints will be held in confidence to the extent permissible by law; however, if requested by the Board, it is the responsibility of the person filing the complaint to appear before the Board of Directors to be heard regarding the alleged violation.

First Offense

Unless the violation is a threat to life, safety, health, or property, or a Temporary Restraining Order is necessary in discretion of the Board, a written initial Notice (the "First Notice") from the Board of Directors to the Homeowner will be issued.

If the violation is of a serious or hazardous nature, or poses an immediate threat to the health or safety of residents in the Association, or consists of unauthorized or unapproved construction, the Association shall have the right to proceed immediately after the initial Notice of Violation with such legal or equitable relief as the Board deems proper under the circumstances. For purposes of this paragraph, "immediately" shall be determined by the Board in rough proportionality with the severity of the violation.

If the alleged violation is corrected, or satisfactorily responded to, the Board shall take no further enforcement action.

Second Like Offense

If the violation is not corrected or satisfactorily responded to, the Board shall send a second formal written notice (the "Second Notice") to the offending Homeowner of record. The Second Notice will advise that, if the violation is not corrected by a given date, the Board will schedule a

hearing for the Homeowner to address the Board regarding the alleged violation at which time monetary fines and penalties may be imposed, including the revocation of membership rights.

If the alleged violation is corrected, or satisfactorily responded to, the Board shall take no further enforcement action.

Third Like Offense/Notice of Hearing

If the violation is not corrected or satisfactorily responded to, the Board shall schedule a hearing and provide Notice of Hearing to the Owner against whom such charges are made. The Notice of Hearing shall be sent first-class, postage prepaid or registered mail to the address of the Owner appearing on the Association records.

The Notice of Hearing shall (a) specify the location, time, and date on which the charges shall be heard, (b) recite the violation, (c) notify the Owner that he or she may provide evidence either in person or in writing, and (d) specify the penalties which may be imposed.

No proceedings shall be brought against any members unless such member shall have received a written statement of charges at least fifteen (15) days prior to that hearing. No proceedings shall be brought against any member more than sixty days after such member is provided the Notice of Hearing.

In the event that a member shall correct a violation prior to the hearing date, or respond to the Board in a satisfactory manner, the Board shall discontinue the proceedings.

Hearing Procedures

If the violation is not corrected, the Board, or appointed committee consisting of three capable persons, two of whom must be members of the Board, shall convene the hearing to hear the charges and evaluate the evidence of the violation. At such hearing, the member so charged shall have the right to present oral and written evidence and to confront and cross examine adverse witnesses. The Hearing will be held regardless of whether the Homeowner attends the Hearing. If the accused Homeowner fails to take the opportunity to be heard, the Board will decide the case on the facts presented in the written complaint(s) or on other pertinent oral or written evidence presented to the Board of Directors.

Either at or after the hearing, the Board or its panel shall make a determination as to the violation, and provide the owner with a Notice of Determination within fifteen (15) days of the hearing date. The Notice of Determination shall specify the decision of the Board or panel and shall specify the action taken. No action specified in the Notice of Determination shall be effective at least five (5) days after the hearing. An appropriate monetary fine and other penalties may be imposed; including, without limitation, the revocation of membership rights in accordance with the Governing Documents. Any determination made by the Board is binding notwithstanding the absence of the Homeowner.

If the violation continues, or the response is otherwise unsatisfactory after the hearing, the Board may impose additional continuing fines, and take other action, upon notice but without hearing, until such time as the matter is satisfactorily resolved.

If the violation continues, the Board may refer the matter to the Association's legal counsel. If the matter is referred, the owner shall be liable for the Association's legal costs and fees.

Should the Board find a Homeowner in violation of the Association's Governing Documents after reviewing the evidence presented at a hearing, the pursuant to the guidelines set forth in the Association's Governing Documents, the Board may at its discretion, levy any or all the following penalties and sanctions:

- 1. Monetary fines;
Suspension of a Homeowner's land/or guests, residents, or tenants)
membership rights and privileges;**
- 2. Suspension of a Homeowner's right to vote on all Association business;**
- 3. Removal of any non-conforming structure or improvement;**
- 4. Levy a Special Assessment against the Homeowner for any costs incurred by the Association, including attorney's fees and costs, with respect to the violation.**

Fine Schedule

The Board may impose fines on Association members for violation of the rules pursuant to Article XII, Section 12.1.4 of the Association's CC&R's. This fine schedule has been enacted as required by California Civil Code Section 1363(g).

- 1. Hazardous Activities: \$100.00 Minimum**
 - Including:
 - *Threat to safety of other owners by creating or maintaining a dangerous condition (e.g. trip and fall hazard) in the common area or in a private lot;
 - *Threat of or damage to common area or to other residence by creating a fire hazard or other dangerous condition;
 - *Maintaining or creating a nuisance whereby unreasonable noise, smoke, gas, or other material is emitted from residence.

- 2. Use Restriction: \$100.00 Minimum**
 - Including:
 - *Speed limit violation;
 - *Sign violation;
 - *Vehicle parking;
 - *Rental violation.

- 3. Maintenance: \$150.00 Minimum**
 - Including:
 - * Speed limit violation;
 - * Illegal materials or personal property.

4. Other Violations: \$100.00 Minimum
- Including:
 - *Disruption of meeting;
 - *Interference or harassment of Association's personnel or vendors.
5. All Other Violations Not Mentioned Above: \$100.00 Minimum

Imposition of Fines

1. Fines are imposed after a warning letter has been sent to the offending Owner.
2. Fines are in addition to any charged, costs, reimbursements, or fees the Owners may be required to expend for repairs to damaged property.
3. The above listed fines are for one (1) violation. Additional or continued violations will result in additional fines.
4. Continuing/ Repeated Violations: Fines for repeated violations may be imposed in increments of between \$100.00 and \$500.00 for each month the violation continues. For the purpose of this Fine Schedule, a "repeated violation" shall be an incident, event, or activity constituting a violation that reoccurs within the twelve-month period following an identical or substantially similar violation. For each month the violation continues, the violation shall be considered a new and separate violation, but no new warning letters or hearing letters shall be required after the initial due process requirements are followed. Continuing violations shall be violations such as unapproved architectural modifications, storage or materials which violate the Governing Documents, and similar violations which continue to exist until corrected.
5. All fines, including special assessments representing the attorney's fees and costs incurred by the Association to assist in enforcing the Governing Documents, shall be charged against the Homeowner's account. These fees will be billed to the Homeowner's account.
6. The Association reserves the right to use any venue of the legal system to enforce the Governing Documents against a Homeowner, including the collection of any fines imposed against a Homeowner for violating the Governing Documents.

Attachments:

Violation Complaint Report

La Vista Laguna Niguel Community Association

Violation Complaint Report

Name: _____

Address: _____

Daytime Phone Number: _____

DETAILED DESCRIPTION OF INCIDENT:

(Please give as much information as possible such as the date, time, name, and address of person(s) involved, damage, location, license #, or anything else which may be pertinent)

IF POSSIBLE, give the names and phone numbers of any potential witness: _____

Were any photographs taken? YES NO By whom? _____

Attach all photographs to this form or forward them to the Association as soon as possible. Include photographer's name and date photographs were taken, and the names of any individuals present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT WHAT HAS BEEN TOLD TO ME. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS.

Signature

Date Signed

Printed Name

Received By FirstService Residential

Date

Printed Name