

# **MEMBER HANDBOOK**



## **RULES AND REGULATIONS OF THE LAKESHORE COMMUNITY ASSOCIATION**



**IMPORTANT INFORMATION**

City of Westlake Village..... (818) 706-1613  
 EMERGENCY.....911  
 Fire Department.....(818) 889-1626  
 GI Industries / Waste Management .....(805) 522-9400  
 L.A. County Animal Control Shelter.....(818) 991-0071  
 LVMWD – Water - .....(818) 251-2100  
 Southern California Edison.....(800) 950-2356  
 Street Lights out – Edison..... (800) 611-1911  
 Police/Sheriff L.A. County.....(818) 878-1808  
 The Gas Company, Southern California.....(800) 427-2200  
 Time Warner Cable.....(888) 892-2253  
 Westlake Lake Management.....(818) 889-5377

Management Company – The Emmons Company  
 Phone.....(805) 413-1170  
 Fax .....(805) 413-1190  
 Office Hours .....8:30 a.m. to 5:30 p.m., Mon. to Fri.

The Emmons Company  
 1 Boardwalk Ave., Suite 102  
 Thousand Oaks, CA  
 Mail: P.O. Box 5098 T.O., CA 91359  
**Website:** [www.lakeshorecommunityhoa.com](http://www.lakeshorecommunityhoa.com)

**EARTHQUAKE PREPAREDNESS.** Residents should have emergency Supplies on hand in case of an earthquake. For example, you should have a portable radio, flashlight, fresh batteries, first-aid book and kit, a fire extinguisher, enough bottled water for three or four days per person, enough canned and dry for one week per person, a manual can opener, fresh matches, a Swiss Army knife, tools such as pliers, screwdrivers, electrical tape, hammer, and a small crow bar.

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## PART I RULES & REGULATIONS

Welcome to the Lakeshore Community Association. This Handbook will help you become acquainted with the community and how it operates. Our goal is to maintain the highest standards of privacy, comfort, and safety for our residents. While we have no interest in the personal life style of our residents, rules have been developed over time to help avoid disputes and provide the highest level of well-being for our community as a whole. The following rules are not intended to be unduly restrictive but have evolved through the years to address issues which had become problems. Most of them are common sense and most residents would naturally follow them even if they had never been written.

All members should be aware that the Board must use its discretion in determining whether to undertake enforcement activities and what manner and level of enforcement actions should be taken by the Association. This is because the nature of enforcement often requires the Association to engage the services of legal counsel and incur significant, unbudgeted legal expense. Although the Association has an obligation to enforce its governing documents, that obligation is not unconditional or absolute. The expenses associated with enforcement has been determined to be a reasonable basis for the Board to decline to pursue absolute compliance. Consequently, in matters where neighbors generate violation complaints against their neighbors and demand that the Association take disciplinary action, the Board of Directors will exercise its discretion to determine whether any Association enforcement action is necessary or proper and may decline to act or limit its actions to a notice of violation letter or a fine, rather than legal action to compel the cessation of the violation. A significant factor in the Board's exercise of its discretion, in addition to the cost of the process, will be whether a member has a direct right to enforce a provision of the governing documents against another member. For violations of express provisions in the CCRs, every member has the same right of enforcement as the Association and if the interest in obtaining compliance from an owner is limited to one owner, the Board may exercise its discretion to not to take action beyond a violation letter and fine. Other factor which will be considered is how widespread or serious the impact of a continuing violation will be on the community and what precedents may be set if legal action is not taken.

The following Rules and Regulations supercede all previous rules and regulations.

### SECTION I DEFINITIONS

The following definitions will help you with terms which are used frequently by the Association.

- 1.1      **“ADR”** means Alternative Dispute Resolution, such as mediation or arbitration.
- 1.2      **“IDR”** means Internal Dispute Resolution, such as a meet and confer between an Owner and Board member.
- 1.3      **“Annual Meeting”** means the annual meeting of the Members for the purpose of electing a Board of Directors and conducting general membership business.
- 1.4      **“Association”** means the Lakeshore Community Association.
- 1.5      **“Board”** means the Board of Directors of the Association.
- 1.6      **“CC&Rs”** refers to the Declaration of Covenants, Conditions and Restrictions.
- 1.7      **“Common Area”** means the entire development except Members' Lots.

- 1.8 “**Director**” refers to any member of the Association’s Board of Directors.
- 1.9 “**Governing Documents**” refers to the Association’s CC&Rs, Articles of Incorporation, Bylaws, Rules and Regulations, Architectural Standards, and Condominium Plan.
- 1.10 “**Lot**” means the land occupied by a townhouse and owned by a Member.
- 1.11 “**Member**” is anyone with an ownership in a lot.
- 1.12 “**Reserves**” means those monies set aside by the Association for repairing, replacing, restoring, or maintaining major Common Area Components.
- 1.13 “**Tenant**” refers to any person to whom possession of a Lot has been given by a Member pursuant to an agreement, whether oral or written, and whether the consideration is monetary or otherwise.

## **SECTION 2**

### **MEMBER’S RIGHTS AND DUTIES**

Members, by virtue of their ownership of a Lot in the community are automatically members of the Association. Membership provides certain rights privileges but it also creates obligations.

2.1 Duty to Follow Governing Documents. The primary obligation is to follow the Associations’ Governing Documents which includes the rules and regulations contained in this Handbook. The rules are fairly common sense and most of you would obey them even if they had never been written. Even so, the rules have been put into this Handbook so that everyone can easily refer to them if questions should arise.

2.2 Voting Rights. In all matters submitted for a vote of the Members of the Association, any Member in good standing is entitled to vote and is encouraged to do so. In “good standing” means that the member is current in payment of assessments or current in making payments pursuant to a payment plan, and has no unresolved violations of the Association’s governing documents. In instances of multiple ownership of a Lot, only one vote per Lot is permitted. The Board may suspend a Member’s voting rights for failure to comply with the Bylaws, the CC&Rs, the Architectural Standards and these Rules and Regulations.

2.3 Inspection of Records. Members of the Association have a limited right to inspect the books, records and minutes of the Association. See “Records Inspection Procedures” for further information.

2.4 Duty to Maintain Lot. Members must, at their own expense, maintain, service and repair their Lot and all improvements to the Lot. See “Maintenance Obligations” for further information.

2.5 Member Liability for Damage. Members are liable for any damage to the Common Areas or the property of others caused by the acts, omissions, or willful misconduct of such Members or their family, pets, Tenants, or guests. Members are also liable for expenses incurred by the Association mitigating damages to the Common Areas and other Lots caused by (i) flood, fire, insect or rodent infestation, altered drainage patterns, etc. originating from their Lots, or (ii) the negligence or willful misconduct of themselves or their family, friends, pets, Tenants or guests.

2.6 Member and Tenant Insurance. The Association’s insurance does not cover individual Member’s or Tenant’s personal property. The Association’s insurance does NOT protect against all losses inside residences. As a result, Members and Tenants SHOULD carry their own insurance. For details of the Association’s coverage, refer to the Annual Insurance Summary Disclosure sent to all homeowners. It is highly recommended that all homeowners review the Disclosure with their personal agent and consider carrying Loss Assessment Coverage of \$50,000.



### **SECTION 3**

### **SAFETY AND SECURITY ISSUES**

As much as we would like it to be, the Association can never be free of crime and cannot guarantee your safety or security.

3.1 Personal Responsibility. Residents should NOT rely on the Association to protect them from loss or harm—they should provide for their own security by taking common sense precautions such as carrying insurance against loss, keeping doors locked, refusing to open their doors to strangers, installing a peep hole in their front door, asking workmen for identification, installing a security system, reporting anyone who looks suspicious, locking their cars, keeping personal property out of sight in their cars, etc.

3.2 Fire Prevention. Fires represent an enormous threat to life and property. Even though the Association has insurance, everyone's goal should be fire prevention. We ask that you help keep the Community safe by observing the following rules.

- a. *Fire Extinguishers and Smoke Detectors*. Everyone should purchase fire extinguishers and smoke detectors for use in their residence.
- b. *Reporting Fire Hazards*. If you see any fire hazards, please notify the management office immediately.
- c. *Open Flames*. Torches, candles, or any open flame in any part of the Common Area is prohibited.
- d. *Fireworks*. The storage and/or use of fireworks or any kind of explosive is prohibited.

3.3 Pool Keys. Residents must immediately notify the management office if keys are lost or stolen. It is the homeowner's responsibility to transfer their pool key to their Tenant and collect it upon termination of the lease. Replacement keys may be purchased as provided for in the Association's "Schedule of Fees." Reproducing keys is prohibited and will subject violators to fines, suspension of privileges and potential damages.

3.4 Vandalism. Defacing signs, graffiti, and any other vandalism to Association property is strictly prohibited and can result in criminal prosecution, in addition to fines, potential civil litigation and loss of privileges. Please report any such activity to the Sheriffs' Department.

3.5 Reporting Suspicious Activity. If you see suspicious activity, including, but not limited to, persons entering the Pool Areas without an access key or loitering in the Common Areas, report your suspicions to the Sheriffs' Department immediately.

3.6 Reporting Unsafe Conditions. If you see any unsafe conditions on Association property, please notify the management office immediately. This includes malfunctioning pool gates or equipment, uneven sidewalks, obstructions in pathways, low-hanging limbs, burned out lights, bare electrical wires, etc.

3.7 Reporting a Crime. If you are the victim of a crime, you should file a report with the Sheriffs' Department and notify the Association.

## **SECTION 4**

### **MAINTENANCE OBLIGATIONS**

4.1 Members' Maintenance Duties. Members, and not the Association, are responsible for maintaining their Residences in compliance with the CCRs and the Association's operating rules.

4.2 Health Hazards. Members shall keep their Lots, residences and all improvements clean and sanitary and may not permit conditions which, in the opinion of the Board, are unsightly or constitute a health, safety or fire hazard to others.

4.3 Trash Removal. All garbage and trash shall be kept in covered containers. No resident may accumulate any rubbish or place their trash containers so as to be visible from neighboring Lots except for the purpose of trash collection and then only for the shortest reasonable time to effect such collection. Trash containers shall be placed at your curb no earlier than 5 p.m. the day prior to collection and returned to your premises by 8 a.m. the day following collection. Household garbage and trash shall not be placed in or adjacent to Common Area trash containers.

a. Trash Holidays. There will be no trash collection New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving or Christmas.

4.4 Landscape Maintenance. All shrubs, trees, grass and planting of every kind shall be neatly trimmed, watered, cultivated and free of trash, weeds and other unsightly material.

- a. Sidewalk and Street Encroachments. No trees, shrub or planting of any kind shall be allowed to encroach onto a sidewalk or street. Trees which overhang a pedestrian walkway or street must be kept free of limbs from the walkway or street to a height of ten (10) feet above the walkway or fourteen (14) feet above the street.
- b. Fire Hydrants. Areas around fire hydrants must be free of shrubs, bushes or other plantings so they are fully accessible to firefighters in the event of an emergency.
- c. Trees, Bushes and Hedges. Trees must be trimmed to a minimum height of ten (10) feet above any sidewalk at all times. Since homeowners are responsible for tree damage done to adjacent properties, planting of trees on your Lot with expansive root systems is not recommended. No living tree having a height of ten (10) feet or more may be destroyed or removed from any Lot without an approved application from the Architectural Committee. Trees must be properly pruned and topped to prevent them from becoming overgrown or diseased. Bushes and hedges may not exceed six (6) feet high per CC&R 6.5 and must not protrude beyond lot lines.
- d. Townhouse Sites. All setbacks and other open exterior areas of the site (i.e., patios, carports, entries, etc.) shall be landscaped and shall be neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. Ornamental and decorative elements visible from the street, neighbor's property or greenbelt are subject to review by the Architectural Committee.
- e. Gardening Debris. Grass clippings, garden debris, oils, repair residue or any toxic or poisonous material may not be swept, blown or washed into the street, gutters or neighboring properties or common area. Gardening debris shall not be placed in or adjacent to Common Area trash containers.
- f. Insects and Diseases. No condition may be permitted to exist upon any Lot which may induce, breed or harbor infectious plant diseases or noxious insects.
- g. Common Area Landscaping. Residents may not plant, remove, or tamper with any landscaping in the Common Areas. Residents are welcome to pick a

reasonable number of rose blooms for their personal enjoyment.

4.5 Duty to Maintain Fences. Members who have fences separating their Lots shall equally have the right to the use and enjoyment of the fence as well as being responsible for maintenance in accordance with the Architectural Standards. If a fence is damaged due to the negligence or willful misconduct of a Member or such Member's family, tenants or guests, such Member shall bear the full expense of the repair.

4.6 Protection of Views. Any vegetation or improvement must be planted, constructed or maintained so as not to substantially and unreasonably obstruct other Member's views from their Lots. In the event of a dispute, the Architectural Committee shall make a determination as to whether a view has been unreasonably obstructed in accordance with CC&R 7.29.

4.7 Painting and Roof Maintenance. Although Members have an easement to go onto adjacent roofs for the purpose of maintaining (per CC&R 2.10) their own roofs, painting and repairing walls and trim, they must abide by the following rules:

- a. *Notice.* Notice should be given to the neighbor before repairs may be commenced. For major repairs, including partial or complete roof replacement, an application for approval must be filed with the Architectural Committee.
- b. Owner must obtain a Certificate of Insurance from their contractor naming owner and neighbor (if accessing their property) as Additional Insured.
- c. *Walking pads.* Walking pads are required for walking on any neighbor's concrete or fiber-cement roof tiles.
- d. *Staging of Materials.* Materials for roof repairs must be staged on the ground or entirely on the roof to be repaired and NOT be staged on adjacent roofs.
- e. *Diligent Repairs.* Repairs must be diligent. Once repairs are commenced, they must be completed expeditiously.
- f. *Damage.* Members and their paint, roof and other contractors shall be responsible for any damage when using the easement to go onto an adjacent neighbor's roof. Repairs to any damage shall be made immediately after notice to and consultation with the affected neighbor.

4.8 Construction Materials. City and County ordinances require that any construction materials temporarily stored on public streets such as sand, concrete, bricks, etc. be placed on tarpaulins. This includes materials intended for construction as well as debris from demolition.

## **SECTION 5**

### **GENERAL RESTRICTIONS**

5.1 Improvements and Alterations. Any modifications or changes to your Lot require approval of the Architectural Committee. For the procedure to be followed, see Section 1 “Application for Alterations” in the Architectural Standards. Do NOT schedule any contractors before your plans have been approved by the Architectural Committee in writing. Failure to comply with this regulation may result in significant fines and potential legal action or alternative dispute resolution, including the removal of the unapproved improvement.

5.2 Fliers and Notices. Lakeshore Community Association’s name and logo may not be used when posting notices or fliers in the Common Areas, or distributing notices or fliers door-to-door by fixing them to the door, sliding them under the door, or leaving them on the ground in front of doors.

5.3 Supervising Minors. Residents are responsible for supervising minors residing with or visiting them.

5.4 Clothes Drying. Outside clotheslines or other outside clothes drying or airing equipment shall not be visible from the Common Areas or other properties. Hanging towels or other articles on patio fences or second floor balcony railings is prohibited.

5.5 Commercial Photography. Commercial photography and video taping are not allowed in the community without prior written approval of the Board and City permission.

5.6 Barbeques. Except for barbecues in confined receptacles designed for such purposes, fires are prohibited. Gas-fired BBQs are preferred and none with chimneys or flues are permitted.

5.7 Garages, Garage Doors and Carports. Garage doors should be kept in good repair and should not be left open and unattended. Members are responsible for garage door hardware and for maintaining the doors in proper working order. See Section 10.5 of the CC&Rs for additional information regarding garage use. Carports: All carport items, with the exception of currently registered motor vehicles, must be stored in cabinet enclosures.

- a. Side-wall cabinet depth cannot be greater than 20 inches. Rear cabinets for the concealment of trash barrels may be no deeper than 30 inches. A minimum of 19 feet must be left for vehicle parking. All work must be approved prior to construction. Cabinets must have doors or covers. Sliding doors are suggested for ease of opening. Enclosures may not extend closer than three feet to the end of the carport closest to the street. All cabinets must be painted the same approved color as the interior of the carport.
- b. Carport openings may be covered with approved gates or solid doors (closures). Closures must be made from approved materials and be painted an approved color. All closures must be able to open and not be fixed. Prior approval is required. Solid carport entrance closures require an approved entrance door extending across the gap between the front of the garage and the front of the carport.
- c. A fence or wall may be constructed at the end of a carport nearest the house. The side of the fence or wall facing the street must be painted the same approved color as the carport. All work must be approved prior to construction.

5.8 Garage Sales. Individual garage sales are not permitted. Community garage sales are authorized by the Board of Directors at appropriate times of the year.

5.9 Portable Basketball Hoops. Portable basketball hoops and any other athletic equipment must be put out of sight each night.

5.10 Walkways. Skateboarding, roller skating/blading, using motorized vehicles or bicycling on walkways is not allowed.

5.11 Holiday Lighting. New applications for exterior lighting may only use soft or warm white light bulbs typically labelled 2700 to 3200K. No colored bulbs or lenses, nor cool daylight or bright white bulbs are allowed. Maximum height above ground for fixtures affixed to houses, balconies or patio covers is 10' and for bushes and trees 6'. One exterior balcony light is allowed. Lighting shall not be directed onto neighboring properties. Holiday lighting, including colored or white lighting, is allowed between dusk and 11:00 p.m. starting after Thanksgiving until the second Sunday of the New Year. Holiday decorations must be removed at the same time.

5.12 Littering. Littering of any kind is prohibited.

5.13 Occupancy Restriction. The maximum number of persons, including children, who may permanently reside in any residence is two (2) per bedroom plus one for the residence. Permanent residency is defined as thirty (30) or more continuous days, or sixty (60) aggregate days in any one calendar year.

5.14 Business in Home. Residences may not be used for any purpose except as a private single-family residence. Notwithstanding the foregoing, residents may use a portion of their residence for limited business activities as long as all of the following criteria are met:

- a. *Primarily Residential*. The residence continues to be used primarily for residential purposes.
- b. *Advertisement Limitations*. The business activity does not involve any advertisement which includes the address of the residence.
- c. *No Employees, Vendors, Etc.* The business activity does not involve any employees, clients, customers, vendors, contractors, subcontractors, business associates, etc., visiting the residence or the Common Areas.
- d. *No Excessive Deliveries*. The business activity does not involve deliveries or pick-ups of mail or packages which in the Board's determination are in excess of a normal for residential occupancy.
- e. *No Manufacturing*. No manufacturing of any kind takes place in the residence or the Common Areas.
- f. *Compliance With Laws*. The business activity is not illegal and does not violate any local ordinances.

5.15 Home Daycare. Pursuant to California Health and Safety Code Section 1597.40(c), Residents and/or Tenants are authorized to use their Residences for a home daycare (as that term is defined in California Health and Safety Code Section 1596.78(a)), expressly conditioned on compliance with **all** of the following rules and regulations:

- a. *Licensing*. The Resident and/or Tenant must obtain proper licensing pursuant to California Health and Safety Code Sections 1597.44-46 and 1597.465 (in addition to any other California licensing law or regulation in effect at the time of operating the daycare). Upon demand by the Association, the daycare operator must provide the Association with proof that the daycare operator holds a valid daycare license pursuant to all of the existing requirements of California law;
- b. *Indemnification*. The daycare operator must agree to indemnify, defend and hold harmless the Association for any liability arising out of the operation of the daycare facility and agree to execute a contract evidencing this indemnification agreement;
- c. *Supervise Children*. The daycare operator must supervise all children, business invitees and/or guests when they are on the premises, including, but not limited to their use of the Association Common Areas. Further, the daycare operator must ensure that all of their

children, business invitees, and/or guests comply with all of the Association's rules and regulations.

- d. *Insurance.* The daycare operator must maintain (1) liability insurance in the amount of at least \$100,000 per occurrence and \$300,000 aggregate, or a bond in the aggregate amount of \$300,000; or (2) affidavits signed by each parent with a child enrolled in the daycare that states the parent knows that the daycare does not carry insurance or a bond. If there is insurance or a bond, the Association must be named as an additional insured on the policy (if allowed by the insurance carrier). The Association will pay the daycare operator any additional insurance premium assessed for the additional insured coverage.

Should daycare operator fail to comply with any of the conditions stated herein, Association may do all of the following:

- i. assess monetary penalties against the Owner/Member for the violations by daycare operator or their children, business invitees and/or guests of the Association's rules and regulations;
- ii. may suspend Common Area privileges and/or Voting Rights; and
- iii. may (in addition to monetary penalties and/or suspension of Common Area privileges and/or Voting Rights) file a lawsuit for damages and/or injunctive relief.

Association shall also have the right to pursue any other rights or remedies available at law or equity for such a failure to comply with the daycare rules contained herein. If the Association is required to take legal action to enforce these daycare regulations against the Owner, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the actual attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

5.16 Power Tools. Power tools, welding equipment, or carpentry shops shall be only for Member's recreational use and may not be used or maintained for any commercial purpose.

5.17 Sign Restrictions. No signs may be displayed on any Lot except as provided below:

- a. *Legal.* Such signs as may be required by legal proceedings.
- b. *Security.* Residential identification and security identification signs are *not to exceed one square foot or 30" high*. Security equipment and signs shall be located with discretion. Bright colored alarms and warning messages obviously need to be positioned so that they are seen by intruders, yet it is desirable that they not clutter views from our common areas and frontage streets. Signs on fences are not allowed.
- c. *Real Estate.* See the information under "Selling or Leasing of Residence" §11.2 (a.)
- d. *Political Signs.* Political signs, limited to two (2) per Lot, that have a face area not to exceed three square feet or 30" high. Political signs are permitted four (4) weeks prior to an election and must be removed immediately thereafter.
- e. *Vehicle Signs.* Member's vehicles with advertising on the exterior must be parked in the Member's garage.
- f. *Construction Signs.* Contractors may display signs not exceeding three square feet or 30" high during major repair (roof, paint, concrete) or remodels. Signs must be removed at the completion of the job and not be displayed more than 30 days.

5.18 Nudity and Sexual Activity. Public displays of nudity are prohibited. Sexual activity in the Common Areas is prohibited.

5.19 Statues, Fountains & Artwork. No Statue, fountain, waterfall or "artwork" of any kind may be installed or displayed which will be visible from the Lake, street, common areas or neighboring properties without the express written approval of the Architectural Committee.

5.20 Exterior Storage. Bicycles, sports or playground equipment, baby carriages and lawn and garden equipment in or on driveways, yards and patios must be stored out of sight each night. Items such as, but not limited to, empty pots, household furniture and appliances are not permitted to be stored on driveways, yards and patios at any time. Construction material may be stored on the property temporarily during approved construction.

5.21 Fluid leaks. Members must keep their driveways and the street in front of their Lots free of oil, brake fluid, power steering fluid, etc. at all times. The Board is authorized to Special Assess the Member for the cost of cleaning the affected areas, fine the Member, and/or tow the vehicle which is leaking fluids, after giving sufficient warning to the Member to repair the leak and clean the affected areas and after notice and a hearing as provided in Section 13.

5.22 Drones. By observations reported within the Lakeshore community, there is an increasing number of drones being flown in and around the development, both near green belt areas and close to private residences. Given the rapidly evolving technology for drones, many of these drones are virtually silent, have sophisticated remote controls and have high resolution video cameras which broadcast to lap top computers, smartphones and tablets. The potential for invasion of privacy of members and residences in violation of Civil Code Section 1708.8(a), which prohibits trespassing on or over land of another person in order to record or capture an image of another person without express permission of the person or the landowner.

The flying of drones for commercial, surveillance, hobby or recreational purposes in the airspace above any and all portion of the Lakeshore common interest development as defined by the applicable tract map, shall be prohibited except upon express written approval by the Board of Directors after submission of a written application for permission. Said application shall disclose the type and model of drone proposed to be used by a Member of the Association or a registered tenant of a Member, its video capabilities and intention to record, a location where the proposed flying is to occur, the purpose of the flying and the proposed duration of the flight. There shall be no blanket approval of drone flights but an application describing the drone can be kept on file with management. A request to fly shall be submitted at least seven days prior to the proposed flight. Except as indicated below, no drone shall be flown over a private lot within the development and no video recordings or photographs shall be made of private lots or persons on private lots within Lakeshore: Upon submission of an application which is approved: (1) an Owner or Resident of a Lot may fly over their own lot and record or photograph the lot or persons thereon; and (2) a real estate salesperson, broker or realtor under contract with an Owner shall be permitted to use a drone to photograph properties for use in marketing the properties for sale or lease.

Violation of this Drone Policy shall be considered a nuisance to be abated under the CCRs and subject to a monetary penalty of \$250.00 for each unauthorized flight or improper use of the drone, after notice and a hearing before the Board of Directors as provided in California law and the Association's governing documents. The Board shall also have the authority to seek an injunction relief remedy against the violator compelling cessation of any drone flights at all and for recovery of attorneys fees and costs incurred in the enforcement action.

## **SECTION 6** **PET RULES**

6.1 Number Limitation. No more than two (2) dogs or cats or one (1) of each may be kept as pets.

6.2 Grandfathered Pets. Pets which are in violation prior to the adoption of these rules are permitted. Members may keep their pets for as long as they reside in the community. However, once the Member has moved or the pets have died, the pets cannot return or be replaced except as provided for in these Rules.

- 6.3 Screeching Birds. Birds which make loud screeching noises are not allowed.
- 6.4 Dangerous Animals. No animal may be kept which the Board determines to be dangerous or has been designated as dangerous by a governmental agency.
- 6.5 Damage. Residents are fully responsible for any damage to the Common Areas caused by their pets or the pets of their family, guests, employees, or representatives. The cost to repair the damage will become a special assessment against the Member.
- 6.6 Animal Nuisance. Excess barking by dogs and feces deposits on public property are controlled by WLV Code 3, § 10.40.060. L.A. County Animal Control does the enforcement. Complaints are only accepted in writing. Call the Shelter at 818-991-0071 for a form or print one on-line or send a letter with all the details to: L.A. County Animal Shelter, 29525 Agoura Rd., Agoura Hills, CA 91301.
- 6.7 Multiple Violations. Any resident receiving more than three fines within a twelve-month period may be required to remove his pet from the Association premises.
- 6.8 Leash. Animals must be kept within an enclosure, held by a person, or kept on a leash held by a person capable of controlling the animal whenever the animal is in the Common Areas.
- 6.9 Tethering Animals. Pets may not be tethered and left unattended in the Common Areas.
- 6.10 Sanitation. Feces must be removed immediately, placed in a tied bag and disposed of in the trash receptacles. Throwing loose feces into the Common Area and ivy is prohibited.
- 6.11 Feeding Wildlife. The feeding of wildlife, including the use of feeders (i.e. seed, suet, etc.) is prohibited, however nectar feeders are acceptable. Bird baths are allowed but should be tall enough, and located away from branches, furniture, and fences in order to prohibit access by rodents and other animals.

## **SECTION 7**

### **VEHICLES AND PARKING**

- 7.1 Restricted Parking. No vehicle may be parked other than completely within a Member's garage or carport, in the Member's driveway, or on the street adjacent to the residence. Parking of vehicles in front yards, side yards, and back yards are strictly prohibited. Vehicles parked on the street in excess of 72 hours will be reported to the Sheriffs' Department.
- 7.2 Motor Homes, Campers, Tow Trucks, Trailers & Boats. Except for loading or unloading, not to exceed 48 hours, no motor home, trailer, commercial truck, tow truck, camper, boat, or other similar vehicle shall be kept or parked upon any Lot in such a manner as will be visible from neighboring properties.
- 7.3 Inoperable Vehicles. Vehicles which are inoperable, unlicensed, or have expired registration tags must be parked in the resident's garage.
- 7.4 Vehicle Storage. A maximum of two (2) motor vehicles may be parked on the driveway of a lot within Lakeshore except for periods of time to accommodate guests or business invitees to the Lot Owner's residence or property. Parking of a motor vehicle on a driveway shall be distinguished from "storage" of a motor vehicle on a driveway. Parking shall mean the temporary placement of an operable, licensed and insured motor vehicle which is in regular use. Storage shall mean:
- 1) The placement of a motor vehicle on a driveway for a period of time greater than 7 days without movement of the vehicle.
  - 2) The placement of a vehicle on a driveway without valid license plates, registration and liability insurance.
  - 3) Placement of an inoperable vehicle on a driveway.



Vehicles described in 1-3 above shall be kept within the garage located at the property or at a storage facility outside the development.

Violation of this rule will result in a first warning letter from the property manager. If the violation is not corrected or is repeated, the violator shall receive a written violation notice with an invitation to appear at a Disciplinary Hearing before the Board of Directors. The Owner shall be entitled to present evidence that no violation was committed or offer information in mitigation of the violation. After consideration of such information or evidence, the Board shall determine whether to impose a fine per car according to the association's fine schedule or to impose such other discipline as deemed appropriate. After the initial hearing to determine whether a violation exists is held and a fine is imposed, subsequent fines may be imposed without holding a further hearing. In an action to collect fines imposed under this section, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred in the action. If the violation is not corrected or is repeated after a disciplinary hearing is held and a fine or other discipline is imposed, the Board may determine the continuing violation to be a nuisance, which shall be abated pursuant to the terms and provisions in the Declaration through applicable legal proceedings.

7.5 Motorcycles. All motorcycles must have proper mufflers and must be QUIET.

7.6 Repair of Vehicles. Construction, repair, service or maintenance of any vehicles is prohibited except for emergency repairs to the extent necessary for the movement of the vehicle to a proper repair facility.

7.7 Dumping Into Street Drains Prohibited. Dumping oils, paints, chemicals, soaps, detergents, shampoos, dirty water, concrete/plaster residue, construction residue or cleaning products of any kind into the street drains is prohibited.

## **SECTION 8** **NUISANCE ISSUES**

8. General Nuisance. No one may cause or permit to be caused anything which is noxious, offensive or may become a nuisance or cause unreasonable disturbance or annoyance to other residents. To constitute a "Nuisance" an activity must be substantial, injurious to health, indecent, offensive to a reasonable person, or an obstruction to the free use of property. The Board shall have the discretion to determine whether an activity or condition constitutes a nuisance.

8.1 Nuisance Noise. No radios, televisions, musical instruments, talking, equipment, barking dogs, screeching birds, or any other source of noise are permitted to create an unreasonable disturbance of annoyance to other residents. There is a noise curfew of 10:00 p.m. Sunday through Thursday and 12:00 midnight Friday and Saturday. No loud noises are permitted any day prior to 7:00 a.m. Please respect your neighbors and keep noise to reasonable levels.

8.2 Nuisance Odors. No fumes, gases, smoke or other odors are permitted which may cause an unreasonable safety or health hazard, an unreasonable disturbance or annoyance to others.

8.3 Construction Hours and Noise. In accordance with the Architectural Standards, the hours of construction are 7:00 a.m. to 5:00 p.m. Monday through Friday and 8:00 a.m. to 5:00 p.m. on Saturday. No construction noise is allowed on Sunday.

8.4 Enforcement Procedures. Because a nuisance is largely subjective, the Association is not obligated to become involved in nuisance disputes.

8.5 Violation of Law. Violation of any federal, state, municipal or local laws, ordinances or regulations by Member or their family, Tenants, and guests will be deemed a nuisance which may be abated as provided for in the Governing Documents or by law.

8.7 Smoking Prohibition in Common Areas. " (a) Because of the well documented negative health effects of secondhand tobacco smoke, upon the effective date of this Rules and subject only to the limitations stated herein, smoking of tobacco or any other substance, including vaping, shall be prohibited

within the following Project Common Areas, which are so designated within Association governing documents; swimming pools, boat docks, beaches, or other Association amenity, except greenbelts."

(b) Failure to comply strictly with (a) shall constitute a nuisance which shall be subject to immediate abatement through an action for injunctive relief to enforce the provisions of the Declaration. In addition to seeking an injunction to enforce the Declaration, the Association's Board of Directors, after notice and a hearing to the Unit Owner, may impose a fine of \$100 for such violation and for each subsequent violation. After the initial hearing to determine whether a violation exists is held and a fine is imposed, subsequent \$100 fines may be imposed without holding a further hearing. In an action to collect fines imposed under this section, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred in the action.

## **SECTION 9** **RECREATIONAL FACILITY RULES**

The recreational facilities are for the use and enjoyment of the Association's residents. The following rules are intended to make the facilities safe and enjoyable.

9.1 Supervising Minors. Residents must provide adult supervision for minors who reside in their residence or are guests who use the Association's recreational facilities or Common Areas.

9.2 Guests. All guests must be accompanied by residents whenever the guest uses the Association's recreational facilities.

9.3 Health Limitations & Communicable Diseases. Individuals who intend to use the Association's recreational facilities should consult their doctor to make sure such use will not be harmful to their health. Persons with skin diseases, open sores, inflamed eyes, nasal or ear discharges, or any diseases which are readily communicable may not use the recreational facilities until such time as the disease is no longer communicable.

9.4 Impairment of Judgment. Controlled substances which would impair a person's health, judgment or physical abilities are prohibited in the recreational areas.

9.5 No Glass. Glass containers are not allowed in any of the recreational areas.

9.6 No Pets. No Pets are allowed in the pool area.

9.7 Swimming Pools. The swimming pool is for the exclusive use of the Association's residents and guests and is open during the Winter 8 a.m. to 5 p.m. and in the Summer (Memorial Day thru Halloween) 8 a.m. to 10 p.m.

a. *Assumption of Risk.* NO LIFEGUARDS ON DUTY. Use of the swimming pool is at your own risk and residents assume full responsibility for their own safety as well as that of their guests

b. *No children in Diapers.* Children in diapers are not permitted in the pool.

c. *Proper Swimming Attire.* Appropriate swimming attire must be worn.

d. *No Rough Play.* Boisterous conduct and rough play are prohibited.

e. *Inflatable Items.* Inflatable items are permitted if they do not interfere with swimmers.

f. *Pool Furniture.* Pool furniture is on a "first served" basis. Furniture may not be reserved.

- g. *No Tampering With Pool Equipment.* No tampering with pool equipment or the settings on pool equipment.
  - h. *Pool Fence.* Climbing over pool gates, walls or fences is prohibited.
  - i. *Guests.* Residents may invite a maximum of six (6) guests per Residence to use the pool. For larger groups, a special use permit is required. In order to obtain a special use permit, Resident must obtain and pay for the services of a lifeguard to supervise the pool during the entire period of special use. Additionally, the Resident must obtain special event liability insurance in amounts agreed to by the Association, and shall execute an agreement to indemnify, defend and hold harmless the Association and its affiliates for any liability arising out of the use of the pool pursuant to the special use permit. All guests must be accompanied by residents whenever the guest uses the Association's recreational facilities.
- 9.8 Pickle Ball Court. The pickleball court is open from 8:00 a.m. to dark.
- a. *One Hour Limit.* Court times are limited to one hour if others are waiting to play. Guests are welcome but *must play with a resident in the game.*
  - b. *Proper Attire.* Proper attire and tennis shoes are required at all times.

## **SECTION 10**

### **RENTING YOUR RESIDENCE**

10.1 Term of Lease. No member shall lease his or her residence, nor any Accessory Dwelling Unit or Jr. Accessory Dwelling Unit, for an initial term of less than thirty (30) days. All other provisions of Article 8, sections 8.2-8.9 of the Declaration shall remain in full force and effect and shall be deemed incorporated by reference in this operating rule.

10.2 Rental Quota. Notwithstanding the provisions in the CCRs, which provide for the rental or lease of a condominium unit within the project, there shall be a limitation upon the total number of units being leased/rented at any time. At all times there shall be a maximum of 71 (25% of total units) units within the project which may be leased or rented at any time as authorized in Civil Code Section 4741(a).

The purpose of this provision is to preserve and protect the Owners and prospective purchasers of units in the project ability to obtain favorable mortgage financing on units for refinancing loans or loans to finance the purchase of a unit. Mortgage lenders have indicated that maintaining a limit on the number of rental units within the project will prevent lenders from rejecting loan applications based on the number of rental units.

In the event an Owner desires to rent/lease their unit, the Owner shall apply to the Board of Directors for permission to lease their unit. This permission shall be granted by the Board in writing provided that there are no more than 25% of the units currently being rented. In the event that at the time an Owner applies for permission to rent there are already 25% of the units being rented, the Board shall place the Owner's name on a Rental Request List and note the date of the request. When a unit which had been rented is sold or becomes owner occupied, that permission to rent shall be automatically granted to the next Owner on the Rental Request List. This notice shall be provided by the Association writing and shall be sent by Certified Mail, Return Receipt Requested. The permission to rent is expressly conditioned upon the Owner providing written notice of acceptance of the permission to rent within fifteen (15) days after receipt of written permission from the Board. If the Owner does not timely notify the Board of acceptance of the permission to rent, the permission shall be deemed revoked and void. In that event, the Board shall repeat the process of notifying Owners whose name appear on the Rental Request List until the limit is reached.

This provision may, at the sole discretion of the Board of Directors, be enforced through an injunctive relief action to compel the eviction of a tenant or tenants in a Unit that has not complied herewith or that exceeds the limit of 25% rental units.

Pursuant to Civil Code section 4741(h) This operating rule is applicable only to Owners who acquire title to a Unit within the project after the adoption of this operating rule. This operating rule was adopted on November 30, 2022.

10.3 Governing Documents. Members must provide their Tenants with copies of and ensure compliance with the Association's Governing Documents. Members are responsible for the actions of their Tenants and are subject to fines and/or legal action for any infraction of the Governing Documents by their Tenants.

10.4 Rights to Facilities Transferred. Upon leasing their Residences, Members automatically relinquish to their Tenants their right to use the Association's Common Area facilities until such time as they re-take possession of their Residences.

10.5 Notice of Transfer of Occupancy. Members shall promptly notify the Association in writing of the name and address of lessee as well as such other information relative to the lease and lessee as the Association may reasonably request.

10.6 Liability for Damage. Members shall promptly repair any damage to Common Areas or other Lots caused by the transfer of occupancy of their residences.

## **SECTION 11**

### **SELLING YOUR RESIDENCE**

11.1 Realtors. You may list your Residence with any realtor of your choice. The Association does not recommend Realtors.

11.2 Sign Restrictions. The Association has adopted the following regulations for Posting "for sale" and "for lease" signs. Signs not in conformation will be removed and held for the owner or listing broker to retrieve.

- a. *For Sale or Rent Signs.* Real estate signs, limited to two (2) stake signs per Lot, sale or rental which do not exceed three (3) square feet in area or 30" high. Signs on fences are not permitted.
- b. *Directional Signs.* When Members host an open house for prospective buyers, One directional sign may be placed at the closest major street corner. That sign must be removed at the conclusion of the open house.
- c. *Pendants and Flags.* Pendants may be placed in the front or side yard of the Lot only during open house hours. In no event is the use of electric signs, searchlights, large banners or other garish advertisements permitted.
- d. *Removal of Signs.* All signs relating to the sale of a Lot must be removed at the close of escrow.

11.3 Full Disclosure. Members, not the Association, must fully disclose to potential buyers, information about the Association and their Lots. You should talk to your real estate broker and/or your attorney about your disclosures. At a minimum, you should disclose the following:

- a. *Documents.* CC&Rs, Bylaws, Articles of Incorporation, Rules and Regulations, and Architectural Standards; the Association's most recent financial statement; a copy of the Association's current operating budget and Reserve study, along with the Association's assessment enforcement procedures; and a summary of the Association's insurance.
- b. *Significant Restrictions.* Any significant restrictions such as limitations on occupancy, pet restrictions, etc.

- c. *Current Assessments.* Current regular and special assessments and any unpaid assessments.
- d. *Pending Assessments.* Any pending special assessments or changes in regular assessments which have been approved by the Board.
- e. *Litigation.* Any litigation the Association is involved in, copies of the complaints will be available in the management office.
- f. *Violations.* Any architectural violations and Governing Document violations must be disclosed and resolved prior to the transfer of your Lot. The buyer of your Lot will be responsible for correcting such problems upon demand by the Association.

11.4 Notice of Transfer of Ownership. At least five (5) days prior to the assignment, Sale, quitclaim or other transfer of a Lot, Members must notify the Association of the name and address of the transferee and the nature of the transfer.

## **PART II**

### **RULES ENFORCEMENT PROCEDURES**

To ensure fairness in the enforcement of the Association's Governing Documents, the Association's Board of Directors has adopted the following policies and procedures:

## **SECTION 12**

### **INSPECTIONS AND COMPLAINTS**

12.1 Periodic Inspections. As part of the Association's enforcement of the Governing Documents, there may be periodic inspections of the property. Where appropriate, photographs may be taken to document alleged violations so that proper action may be taken to correct the violations.

12.2 Resident Complaints. Residents may submit written complaints of alleged violations to the management company. However, such complaints must be signed. Anonymous complaints will not be acted upon. The identity of a complaining party will not be disclosed to the alleged violator.

12.3 Right to View Complaints. Written complaints will be kept confidential except that the person accused of the violation will have the right to view, but not copy, the complaint. The identity of the person(s) making the complaint shall be redacted.

## **SECTION 13**

### **NOTICE AND HEARING**

13.1 Notice of Violation. Notice of violations will be given by prepaid First-Class mail to the most recent address as shown in the Association's records.

13.2 Hearing Procedures. The following notice and hearing procedures will be followed whenever there is a violation of the Association's Governing Documents which could result in the suspension of privileges or voting rights, or other disciplinary action, including imposition of fines.

- a. *Notice of Hearing.* Notice of the hearing will be sent at least ten (10) days before the hearing.
- b. *Opportunity to Be Heard.* Before privileges or voting rights may be suspended,

Members have the right to send a letter, send an authorized representative, or appear in person to present evidence why they should not be disciplined. With prior notice, Members may bring an attorney with them to advise them or to speak on their behalf. The hearing will be held in executive session if so requested.

- c. *Rescheduled Meeting.* Upon timely, written request and for good cause shown, an accused party may be granted a continuance to a new hearing date. In the event a person fails to appear for a hearing, the Board will review the evidence presented and make its decision accordingly.
- d. *Correction of Violation.* In the event the violation is corrected prior to the hearing date, the Board may, if appropriate, discontinue the proceedings.
- e. *Decision of the Board.* Following the hearing, the Board shall decide whether or not the Member shall be penalized and the amount of the penalty. The decision of the Board shall be final.
- f. *Notice of Determination.* Within fifteen (15) days of the hearing, the Member will be given notice of the determination in writing.

13.3 Appeal of Fines. Monetary penalties for violations of the Association's governing documents may be appealed by appearing before the Board or by writing a letter to the Board presenting reasons and/or evidence why the fine should be removed.

13.4 Conflicts of Interest. If a member of the Board or Committee has a conflict of interest (i.e., they filed the complaint, or the complaint was filed against them) such persons may not vote on the issue.

## **SECTION 14** **ENFORCEMENT**

The Association's Governing Documents may be enforced by any or all of the following means as the Board may deem appropriate.

14.1 Reimbursement Special Assessments. The Board may levy reimbursement special assessments against Members for expenses incurred by the Association arising out of actions or omissions of such Members or their family, Tenants, guests, or pets. Such expenses will include but not be limited to: (i) enforcing compliance with the Association's Governing Documents, (ii) collecting delinquent assessments, (iii) mitigating or repairing damage to Association property or Common Areas, and (iv) attorney's fees and costs regardless of whether legal proceedings were instituted. Reimbursement special assessments to reimburse the association for expenses incurred in repairing damage to the common area will be fully enforceable by all means provided for in the Governing Documents including lien and foreclosure.

14.2 Monetary Penalties. The Board may assess monetary penalties for violations by Members or their family, Tenants, or guests as provided for in the Association's current Schedule of Monetary Penalties after notice and a hearing as provided in Section 13. Unless otherwise noted in this Handbook, monetary penalties will be assessed as provided for in the "Schedule of Fees and Fines" in Exhibit "B".

14.3 Suspension of Privileges. The Board may suspend the Common Area privileges of Members and their family, Tenants, and guests after notice and a hearing pursuant to Section 13. For non-continuing violations the suspension may be for a period of time not to exceed thirty (30) days. For continuing violations, the suspension may be imposed for as long as the violation continues. Suspended privileges will include but not be limited to:

- a. *Common Area Facilities.* Use of the Association's recreational and other Common Area facilities will be suspended and the person will be asked to leave the facility or fined if they use the facilities

14.4 Suspension of Voting Rights. The Board may suspend a Member's voting rights for failure by Members or their family, Tenants, or guests to comply with the provisions of the Association's Governing Documents. Any such suspension will be for a period of time not to exceed thirty (30) days for any non-continuing violation. For continuing violations, the suspension may be imposed for as long as the violation continues. Regular and special assessments will continue to accrue and will be due and payable notwithstanding the suspension of membership rights and privileges.

14.5 Judicial Enforcement. In addition to monetary penalties, suspension of privileges and suspension of voting rights, the Association may file a lawsuit for damages and/or injunctive relief.

14.6 Right to Stop Work. The Association has the right to stop any work that is (I) in violation of this Agreement, (ii) creating a fire or safety hazard, or (iii) unreasonably interfering with activities in the Common Areas.

14.7 Association Right to Cure. The Association may also cure a violation provided, however, the Association gives the Member not less than thirty (30) days prior written notice of the violation and the Association's intent to cure such violation. The Association's expense in curing the violation will become a reimbursement assessment against the Member. In case of emergency, the right of entry and cure will be immediate.

14.8 Cumulative Remedies. The enforcement rights described above are cumulative and the Association may exercise one or more of their rights or remedies including those which may not be listed.

14.9 Failure to Pay Penalty. In the event Members fail to pay penalties assessed against them, the Board may seek judicial enforcement of the penalty including all costs of collection, attorneys' fees, court costs and related expenses.

14.10 Alternative Dispute Resolution. Section 1369.510-1369.580 (future Sections 5925-5960) of the Civil Code requires that before the Association or a Member files a lawsuit against the other, the filing party must endeavor to submit the dispute to alternative dispute resolution ("ADR") if the lawsuit is (i) solely for declaratory or injunctive relief, or (ii) for declaratory or injunctive relief in connection with a claim for money under \$5,000 (other than Association assessments), related to the enforcement of the Association's Governing Documents. The ADR process is initiated by one party serving a "Request for Resolution" upon the other parties to the dispute. If the individual receiving the Request agrees to ADR, the process must be completed within 90 days unless otherwise extended by agreement. If a civil suit is filed, the filing party must submit to the court a "Certificate of Compliance" indicating the party has complied with these requirements. Failing to do so would be grounds for challenging the lawsuit. Although the winning party may be awarded reasonable attorneys' fees and costs, the court may consider a part's refusal to participate in ADR. *Failure to comply with the pre-filing requirements of this Section may result in the loss of your rights to sue the Association regarding enforcement of the Governing Documents.* The full text of Civil Code Section 1369.510-1369.580 is available in the management office. A sample "Request for Resolution" is attached as Exhibit "A."

14.11 Attorneys' Fees. If the Association is required to take legal action to enforce the Governing Documents, the prevailing party may be awarded attorney's fees and costs by the court. In addition, the Association will levy special assessments for reimbursement of attorneys' fees and costs from those Members against whom the Association must employ the services of an attorney to ensure compliance with the Association's Governing Documents regardless of whether legal proceedings are instituted.

**PART III  
ELECTION AND VOTING POLICY**

**SECTION 15  
ELECTION AND VOTING POLICY**

**15.1 Campaigning.**

(a) All candidates or members advocating a point of view during a campaign, including those not endorsed by the Board, shall be provided equal access to Association media, newsletters, or Internet Web sites (if any) for purposes that are reasonably related to the election. The Association may not edit or redact any content from these communications unless said content, if published, would subject the Association to legal action for republishing same. In addition, the Association may include a statement specifying that the candidate or member, and not the Association, is responsible for that content.

(b) All candidates, including those who are not incumbents, and all members advocating a point of view, including those not endorsed by the Board, for purposes reasonably related to the election, shall be provided equal access to any common area meeting space, if any exists, during a campaign at no cost.

(c) Association funds may not be used for “campaign purposes” in connection with any board election. The term “campaign purposes” is defined to include, without limitation, (1) “expressly advocating the election or defeat” of any candidate that is on the ballot; or (2) “including the photograph or prominently featuring the name of a candidate on a communication” from the Association (except the ballot and voting materials and equal access communication sent pursuant to this policy).

**15.2 Notice of Election Meeting and Nomination of Candidates.**

(a) At least ninety (90) days before an election meeting of the Association and thirty (30) days prior to the deadline to submit candidate nominations, the Board of Directors or its agent shall:

1. Send a Notice of Election Meeting to each member of record. Individual notice shall be delivered pursuant to Civil Code Section 4040 if such notice is requested by a member. This Notice shall state the location and date and time of the meeting, and the identity and address of the Election Inspector chosen by the Board at an open meeting.

2. Mail, hand deliver or electronically deliver (with member consent) to each owner a Candidate Nomination Form which, among other things, shall set forth the deadline for submission of the Nomination Form and the procedure for such submission to the Election Inspectors.

(b) At least thirty (30) days prior to the mailing of ballots, the Association shall mail, hand deliver or electronically deliver (with member consent) to each owner a list of all candidate’s names that will appear on the ballot.

(c) At least thirty (30) days prior to the election meeting, the Election Inspectors shall individually deliver the ballots to the members and either individually deliver a copy of the election rules or notice that the election rules are posted on an internet website which is identified. If posted, the notice shall state in 12-point font on the ballot: “The rules governing this election may be found here: [www.Lakeshorecommunityhoa.com](http://www.Lakeshorecommunityhoa.com)

(d) Each member of the Association’s Board of Directors and nominees for the Board shall be a unit owner or a qualified representative. Qualified representatives include Trustees of trusts, Officers or Managers of Corporations or LLCs or general partners of partnerships of LLP’s.



(e) Only Owners may nominate themselves or another Owner/qualified representative. Only Owners may serve as a director except when the Bylaws or CCRs permit the Declarant to appoint or nominate non-owners. Qualifications shall be as set forth in the Bylaws except as otherwise provided in California law.

(f) Any candidate nominated by another person will be contacted to confirm that such candidate consents to having his or her name placed in the nomination for election to the Board. If confirmation of consent is not obtained, the nominated candidate will not appear on the ballot.

(g) All candidates who meet the qualifications to serve on the Board and, if appropriate, have confirmed their willingness to run for election to the Board, shall be listed on the secret ballot. Qualifications to run for the Board shall be the same as those to serve on the Board. The following candidates and Directors shall be disqualified from running or serving on the Board:

(1) An owner with a prior criminal conviction that would prevent the association from obtaining or maintaining the required fidelity bond under California law.

(2) An owner whose election would result in joint owners of a separate interest serving on the board at the same time.

(3) An owner who is delinquent in payment of regular or special assessments and who has had an opportunity to engage in Internal Dispute Resolution, has not paid amounts in protest and who is not making payments to Association under a payment plan. The internal dispute resolution shall be conducted prior to the ballots being mailed out to the members.

Notwithstanding any provision in the Bylaws, all qualifications for Directors shall comply with the provisions of Civil Code Section 5100-5115 as amended from time to time.

(h) The Candidate Nomination Form must be returned to the Association at the address provided and by the deadline stated on such form. Nominations from the floor of the election meeting for candidates for the Board shall not be permitted. Write in votes shall not be permitted.

(i) Procedures for nominations for election to the Board shall comply with Corporation Code Section 7520, Civil Code Sections 5100-5130 as amended from time to time.

### 15.3 **Secret Ballot Procedure; Record Date.**

(a) Ballots and a pre-addressed envelope with instructions on how to return ballots shall be mailed by first-class mail or delivered by the Association to every member not less than thirty (30) days prior to the deadline for voting.

(b) Ballots must ensure the confidentiality of the voters.

(1) A voter may not be identified by name, address, or unit number on the ballot;

(2) The ballot may not require the signature of the voter;

(3) The ballot itself is inserted into an envelope that is sealed. This envelope is inserted into a second envelope that is sealed. In the upper left-hand corner of the second envelope, the voter prints and signs his or her name, address, and lot owned. If there are multiple lots owned by the same person there will be multiple ballots, each with its own envelope. The second envelope is addressed to the inspectors of election, who will be tallying the votes.

(c) Owners may return their secret ballot by mail or hand deliver it to the meeting or complete the ballot at the meeting; provided only those ballots which are delivered to the inspectors of election prior to

the polls closing shall be counted. A non-Owner who holds a general power of attorney for an Owner or a valid proxy shall be entitled to receive a ballot and cast said ballot.

(d) A member may request a receipt for delivery. The record date for purposes of voting shall be the date the ballots are mailed to all of the owners.

(e) Valid proxies shall entitle the holder to receive and cast a secret ballot as provided herein. Directed proxies instructing the holder how to vote shall not be accepted.

(f) Cumulative voting shall not be allowed for Board elections.

#### 15.4 **Inspectors of Election.**

(a) The Board shall appoint at an open meeting of the Board an independent third party as inspector of election prior to the mailing of the secret ballots. Independent third parties include, but are not limited to:

- (1) a volunteer poll worker with the County registrar of voters;
- (2) a licensee of the California Board of Accountancy;
- (3) a notary public;
- (4) a member of the Association provided such member is not a member of the Board of Directors or a candidate for the Board of Directors;

A person who is currently employed or under contract to the Association (except specifically to act as an election inspector) shall not serve as an Election Inspector.

(b) Prior to secret ballots being mailed to all of the owners, the Board shall determine the Election Inspectors to whom the secret ballots shall be returned

(c) The inspectors of election shall also do all of the following:

- (1) determine the number of memberships entitled to vote and the voting power of each;
- (2) determine the authenticity, validity, and effect of proxies or powers of attorney, if any;
- (3) receive ballots;
- (4) hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;
- (5) count and tabulate all votes;
- (6) determine when the polls shall close;
- (7) determine the results of the election;

(8) perform any acts as may be proper to conduct the election with fairness to all members in accordance with this section and all applicable Rules of Association regarding the conduct of the election that are not in conflict with this section.

(d) An inspector of election shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as is practical. The decision or act of a majority shall be effective in all respects as the decision or act of all.

(e) Any report made by the inspector or inspectors of election is prima facie evidence of the facts stated in the report.

(f) The Board may remove and replace any inspector of election prior to the tabulation of ballots if an inspector of election resigns or if the Board reasonably determines that an inspector of election will not be able to perform his or her duties impartially and in good faith.

**15.5 Handling of Ballots.**

(a) The Election Inspector(s) shall be designated by the Board of Directors and shall be identified on the Notice of Election Meeting. As secret ballots are returned to the Election Inspector(s), the Election Inspector(s) shall check off on a sign-in sheet that a ballot has been received for such unit. The first secret ballot received for any lot shall be the ballot which is counted. Any subsequent ballots for the same lot which are received shall be deemed invalid and shall be discarded. Ballots received by the Election Inspector(s) shall be irrevocable.

(b) The sealed ballots at all times shall be in the custody of the inspectors of election or at a location designated by the inspectors until delivered to the inspectors at the meeting for the opening of the ballots and the tabulation of the vote. After the counting of ballots and the certification of the election results by the inspectors of the election, the ballots shall be transferred to the Association.

(c) No person, including a member of the Association or an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are to be counted and tabulated.

(d) After tabulation, election ballots, signed voter envelope, voter list, candidate registration list, and proxies shall be in the custody of the Inspectors of Election or stored by the Association as designated by Inspectors of Election in a secure place until the expiration of the time period for filing a challenge to the election under Civil Code Section 5145. In the event of a recount or other challenge to the election process, the Association shall, upon written request, make the ballots available for inspection and review by members of their authorized representatives. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote.

**15.6 Meeting at Which Secret Ballots Shall be Tabulated.**

(a) The inspector of the election shall tabulate the ballots for the election of the Directors or other matters to which this policy applies at a meeting of the owners, or if no quorum is present, at a special meeting of the Board of Directors duly noticed for the same date, time and place, as the general meeting of the Association called for the purpose of counting ballots. The Board of Directors shall determine the date, time and place of the annual or other general meeting of the owners and the concurrent special meeting of the Board in accordance with the Association's Bylaws.

**15.7 Tabulation of Votes; Quorum Requirement.**

(a) All votes shall be counted and tabulated by the inspector of election in public at a properly noticed open meeting of the members or of the Board at which a quorum of the membership exists in person or by ballots. Quorum requirements are set forth in Article III, Section 3.8 of the Bylaws and require presence in person, by proxy or submission of a ballot of at least a majority of the voting power of the membership.

(b) The inspector of election shall confirm that no more than one ballot was returned for each unit.

(c) Any candidate or other member of the Association may witness the counting and tabulation of the votes.

**15.8 Announcement of Results.**

(a) The results of the election shall be promptly reported to the Board of Directors and shall be recorded in the minutes of the next meeting of the Board of Directors and shall be available for review by members of the Association.

(b) Upon certification of the election results by the inspectors of election, the newly elected Board members shall be deemed to have taken office.

(c) Within fifteen (15) days of the election, the Board shall publicize the results of the election in a communication directed to all members.

## **PART IV DOCK POLICY**

### **SECTION 16 DOCK POLICY**

16.1 Eligibility. Each non-waterfront Lakeshore Member of record, in good standing with the Association, may be eligible to rent one boat slip and one kayak slip only, when available, on one of Lakeshore's Community Docks. A Member of record, in good standing, with waterfront property, that has been denied permission for a private dock by Westlake Lake Management Association (WLMA), may be eligible to rent one and one only, Lakeshore Community dock slip

16.1a Some Lakeshore Community dock slips cannot currently accommodate a regular electric boat for one reason or another such as they do not have electric hook-up, or they are in very shallow water. These slips shall be designated as Kayak dock slips. The following are currently to be designated as Kayak dock slips: 99; 100; 402: 403; 700; 701.

16.2 Delinquent Member. A Lakeshore Member of record whose Association dues are not fully paid by the 15<sup>th</sup> day of June and December may forfeit their slip and will not receive a billing for the next slip rental period. A notice to remove boat(s) in a delinquent Members slip, on July 1 or January 1, will be issued and enforced.

16.3 Slip Rental Fee. The fees for the dock slips and waiting list deposit will be established and adjusted from time to time by the Lakeshore Community Association Board of Directors. Dock slip fees will be assessed and billed semi-annually on July 1 and January 1 and will be delinquent after the 30<sup>th</sup> of the month in which they are billed. Delinquent slip fees are subject to vacating of slip, impounding of boat, or both.

16.4 Liability Insurance Requirements for Slip Renters and Users. A Lakeshore Member, a Member's boat-owning tenant, and boat co-owner must provide both the Lakeshore Community Association and WLMA a certificate of liability insurance coverage as being additionally insured for an amount of no less than \$500,000.

16.5 Owners of More than One Property in Lakeshore. The Primary owner shall be identified in the Slip Rental Agreement. Owners of multiple Lakeshore properties are not eligible to rent more than one slip on Lakeshore Community docks, regardless of the number of Lakeshore properties owned. In the event slips are available and there are no eligible Members on the waiting list or there are fewer eligible Members on the waiting list than the number of slips available, the Board of Directors can consider an exception to this provision on a case-by-case basis.

16.6 Rental Properties. A Lakeshore Member in good standing may be eligible to rent one slip and one slip only for the use of one identified tenant, subject to compliance with Section 10 (Renting Your Residence) of Association Rules and Regulations. The tenant may not rent the slip. The tenant, if owning a boat, must register their boat with WLMA and comply with WLMA requirements.

16.7 Multiple Owners of One Boat (Co-Ownership). A boat may have a maximum of one co-owner. The co-owner must be a Lakeshore Member in good standing or a Lakeshore tenant satisfying all the requirements provided in Section 10 (Renting Your Residence) of Association Rules and Regulations.

16.8 Waiting List for Slips. The Association's management company will maintain a chronological waiting list for eligible Lakeshore Members requesting to rent one slip on a community dock. A deposit is required to hold a position on the list.

16.9 Failure to Occupy a Rented Slip. A Lakeshore Member who rents a slip must occupy the slip with a boat, registered with and in compliance with all associated WLMA

requirements and the Lakeshore liability insurance requirement, that the Member, or their eligible tenant, own within 90 days of signing their slip rental agreement and also after each semi-annual slip rental agreement renewal. Failure to occupy can result in loss of the slip.

**EXHIBIT "A"**

**Request for Resolution**

Requesting Party: \_\_\_\_\_

Responding Party: \_\_\_\_\_

Nature of Dispute: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I REQUEST that the dispute described above be submitted to the following form of dispute resolution:

- Mediation
- Non-Binding Arbitration
- Binding Arbitration

Requesting Party: \_\_\_\_\_ Dated: \_\_\_\_\_

I AGREE to submit the above dispute to the form of alternative dispute resolution described above.

Responding Party: \_\_\_\_\_ Dated: \_\_\_\_\_

The responding party must respond within thirty (30) days or this request will be deemed rejected.

# EXHIBIT "B"

## Schedule of Fees and Fines

### Miscellaneous Fee

Replacement Pool Keys (non refundable).....\$50.00 each

### Monetary Penalties

Monetary Penalties for each deficiency occurrence of the CC&Rs, Rules and Regulations and/or Architectural Rules will be assessed as follows and will be continuous for repetition of the same violation within one year:

First Violation	Written Warning Notice
Second Violation	Hearing Notice
Third Violation	\$25 to \$100 Fine
Fourth Violation	\$200 Fine for same occurrence
Subsequent Violations	\$400 Fine for same occurrence



**ARCHITECTURAL GUIDELINES SUPPLEMENT**

**ACCESSORY DWELLING UNIT AND  
JUNIOR ACCESSORY DWELLING UNIT  
POLICY**

**Lakeshore Community Association**

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# **ACCESSORY DWELLING UNIT AND JUNIOR ACCESSORY DWELLING UNIT POLICY**

## **Lakeshore Community Association**

This Accessory Dwelling Unit and Junior Accessory Dwelling Unit Policy (“Policy”) is adopted to address and clarify the provisions in Civil Code 4751 and other city or governmental ordinances which may apply. This Policy is intended to provide guidelines, rules and reasonable restrictions for approval, construction, modification, use and maintenance of Accessory Dwelling at Lakeshore. Any planned or proposed ADU or JADU must comply with all relevant laws and meet the requirements of local ordinances and Sections 65852.2 or 65852.22 of the Government Code, as applicable.

### **ARTICLE 1: DEFINITIONS**

1.1 “Accessory Dwelling Units” means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following: (a) An efficiency unit; and (b) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

1.2 “Junior Accessory Dwelling Units” means a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

1.3 “Accessory Structure” means a structure that is accessory and incidental to a dwelling located on the same lot.

1.4 “Efficiency Unit” has the same meaning as defined in Section 17958.1 of the Health and Safety Code, as follows:

- a. The unit shall have a living room of not less than 220 square feet of floor area. An additional 100 square feet of floor area shall be provided for each occupant of such unit in excess of two.
- b. The unit shall be provided with a separate closet.
- c. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a clear working space of not less than 30 inches in front. Light and ventilation conforming to the applicable

building code must be provided.

- d. The unit shall be provided with a separate bathroom containing a water closet, lavatory and bathtub or shower.

1.5 “Manufactured home,” means a structure that was constructed on or after June 15, 1976, is transportable in one or more sections, is eight body feet or more in width, or 40 body feet or more in length, in the traveling mode, or, when erected on site, is 320 or more square feet, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. “Manufactured home” includes any structure that meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification and complies with the standards established under the National Manufactured Housing Construction and Safety Act of 1974 (42 U.S.C., Sec. 5401, and following). (As amended from time to time by Health and Safety Code Section 18007.)

1.6 “Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

1.7 “Public Transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

1.8 “Submission Materials” means all plans, specifications, drawings, permits, signed remodel agreement and recordable covenant, contractor license and insurance, Members certificate of insurance and any other documents necessary for construction, modification, removal, or replacement of an ADU or JADU.

1.9 “Governing documents” means the CC&Rs, Bylaws, architectural rules or guidelines and any other documents, such as operating rules or articles of incorporation, which govern the operation of the Association.

1.10 Definitions in CC&Rs. Capitalized terms herein have the same definitions as the same terms when found in the Association’s current Declaration of Covenants, Conditions and Restrictions (“CC&Rs”).

## **ARTICLE 2: GENERAL REQUIREMENTS**

2.1 Insurance Required. Any Member with an ADU or JADU must, at all times, maintain insurance coverage on the ADU or JADU as provided for by the Governing Documents for the primary dwelling.

2.2 Health and Safety Compliance. All ADUs and JADUs constructed in the Covered Property must meet applicable health and safety standards and requirements imposed by state and local authorities, and all other applicable zoning, land use, or other ordinances, or land use and construction permits.

2.3 Governing Documents. Construction, modification, removal, replacement, and

use of any ADU or JADU must comply with all architectural procedures, standards, contractor rules and other requirements of the Association's Governing Documents.

2.4 Licensed Contractors. Any construction, modification, removal, replacement of an ADU or JADU must be performed by a contractor, licensed by the State of California to perform the work, and who has liability insurance for the work to be provided with commercially reasonable policy limits.

2.5 Building Department and Association Approvals. Any construction, modification, removal or replacement of an ADU or JADU requiring the issuance of a building permit shall be submitted by the Member to the appropriate governmental entity for review and approval. If there is a conflict between the conditions of approval imposed by the governmental entity and the Architectural Review Committee/Board, the more restrictive conditions shall control, unless otherwise prohibited by law. The Architectural Review Committee/Board may impose conditions of approval which are more restrictive than conditions imposed by governmental agencies but only in the context of aesthetic appearance and safety concerns..

2.6 Garage Use. Garages must be used for vehicle parking purposes only as provided for in the Governing Documents, unless an architectural change application has been submitted and approved by the Board. The exterior must have the appearance of a garage door and the garage door cannot be eliminated. If a portion of a garage is converted to an ADU or JADU, the remaining portion of the garage must be used for vehicle parking purposes.

2.7 Architect/Consultant. The Board may retain the services of an architect and one or more consultants to assist the Architectural Review Committee in its duties. Compensation for architect's or consultants' services must be fixed by the Board. The cost of such consultants and any related expenses may be charged to those Members submitting Submission Materials for construction, modification, removal or replacement of an ADU and/or JADU. Architect/consultant costs in excess of \$300.00 will be submitted to the Member for approval before being incurred by the Association.

2.8 Deposit. Members must provide the Association a deposit ("Deposit") in the amount of \$1,000 prior to the commencement of any construction work on an ADU or JADU. The Deposit will be used to offset reasonable expenses incurred by the Association including, but not limited to, reviewing plans, consulting fees, attorneys' fees, and damage to the Association's common areas, as well as fines and penalties, including daily fines imposed for failure to complete the construction work, as provided for in this Policy. The Deposit shall not restrict the amount of monies the Association may charge for reimbursement of reasonable expenses it incurs or penalties assessed related to construction of an ADU or JADU. If the Deposit is not sufficient to cover all reimbursements, damages, and/or fines, Member shall be specially assessed for the un-reimbursed difference and shall be collected as provided for in the CC&Rs. At the conclusion of the ADU/JADU construction project, the Deposit, excluding any reasonable expenses incurred by the Association and/or fees and penalties, shall be returned to the Member.

### **ARTICLE 3: ADU/JADU APPROVAL REQUIREMENTS AND PROCEDURES**

3.1 Approval Required. Construction, modification, removal or replacement of an ADU or JADU or any part thereof is prohibited without advanced written approval of the Association's Architectural Review Committee or Board of Directors. Any application for construction of an ADU or JADU must be processed and approved by the Association in the same manner as any other architectural application for approval and must not be willfully avoided or delayed. Approvals and disapprovals must be in writing. Disapprovals must include both an explanation of why the proposed change is disapproved and a description of the procedure for reconsideration of the decision by the board.

3.2 Appeal to Board. If a proposed construction, modification, removal or replacement of an ADU or JADU is disapproved, the Member is entitled to reconsideration by the Board, at an open meeting of the Board, except if the disapproval was made by the Board or a committee that has the same membership as the Board, at a properly noticed open meeting.

3.3 Approval Process. Members must submit an architectural change application ("Application") and Submission Materials to the Architectural Committee and obtain written approval prior to commencing any construction on a Lot for the ADU or JADU. Unless a delay in approval by the Architectural Committee is the result of (i) the applicant's failure to properly submit an application in accordance with the Association's guidelines, or (ii) a reasonable request by the Architectural Review Committee for additional information, the application shall be deemed approved within 60 days of being submitted to the Architectural Committee unless the application has been disapproved by the Architectural Review Committee. Provided, however, that all applications that violate the Association's Governing Documents or Building and Safety Codes are automatically disapproved without action by the Architectural Review Committee unless variances are specifically approved in writing by the Architectural Review Committee or Board.

3.4 Submission Materials. All Submission Materials in accordance with this Policy, the Association's Governing Documents and applicable laws, must be submitted to the Architectural Review Committee by personal delivery or certified mail. All Submission Materials must comply with all applicable laws.

3.5 Conditions of Approval. A Member must meet the following conditions before an application will be considered complete or approval granted for the construction, modification, removal, or replacement of an ADU or JADU.

- A. Submit a complete application and all necessary Submission Materials, including proof of approval by the applicable governmental entity responsible for issuance of permits. Issuance of a permit is a condition of approval by Association but does not guarantee approval by the Architectural Review Committee.
- B. All plans, specifications and drawings must conform to the general plan, scheme and aesthetics of the development and must adhere to the architectural standards of the Association, as applicable.

- C. Use a licensed architect and/or contractor for the design, construction, modification, removal or replacement of an ADU or JADU. Members must provide the Architectural Review Committee a copy of all applicable licenses.
- D. Provide the Architectural Review Committee a certificate of insurance for all applicable insurance related to construction of the ADU and/or JADU that names the Association as an additional insured under the Member's insurance policy at least in the amount of \$1,000,000 within 14 days of approval of the application. No work shall commence without providing the necessary certificate of insurance. This insurance must be maintained in full force and effect throughout the duration of the construction, modification, removal or replacement of the ADU and/or JADU.
- E. Submit the Deposit.
- F. Execute and submit an ADU/JADU Construction Agreement, if applicable.
- G. Execute and submit a recordable Covenant Agreement ("Covenant") containing covenants to be prepared and recorded by the Association, at the Member's expense. The Covenant will be recorded with the Los Angeles County recorder's office and will run with the land and bind the applicant and applicant's successors in interest. The Covenant will require the following:
  - a. The ADU and/or JADU may not be sold or otherwise conveyed separate from the primary residence.
  - b. The costs for damage to any Lot, separate interest, Common Area or Exclusive Use Common Area resulting from the construction, modification, removal, replacement or use of an ADU or JADU shall be the responsibility of the Member owning the ADU/JADU.
  - c. The ADU or JADU shall be governed by and conform to the Association's Governing Documents.
  - d. The cost of all utilities associated with the ADU or JADU shall be the responsibility of the Member.
  - e. Member shall agree to pay assessments related to the ADU or JADU.
  - f. Member shall insure the ADU/JADU in a manner similar to the primary residence as required by the Governing Documents.
  - g. Member is responsible for all obligations and costs for the maintenance, repair, and replacement of the ADU/JADU.
  - h. All maintenance, repair and replacement related to the ADU/JADU shall be made, at a minimum, to the standards of the Association and shall



comply with the Association's requirements for timing of such maintenance, repair and replacement work.

- i. The Member shall be responsible for disclosing to prospective buyers the existence of the ADU/JADU and the related responsibilities of the Member with regards to the Covenant, this Policy and any other Governing Document.
- j. The Member shall indemnify, defend and hold harmless the Association against any and all claims, actions or demands related to the ADU or JADU.
- k. JADUs are restricted to the size and attributes set forth in California Government Code Section 65852.22.
- l. Tenants residing in ADU/JADU shall not have automatic rights to use Association amenities unless same are completely allocated by Owner to that Tenant. Association shall be entitled to charge a reasonable amenity fee of no less than \$200 to Owner for the additional burden on the Association resulting from Tenant's additional use of the amenities.

3.6 Additional Restrictions and Conditions of Approval. The Association may impose additional reasonable restrictions and architectural standards on the construction, modification, removal, replacement, use, maintenance and repair of ADUs and JADUs. The Architectural Review Committee may impose additional reasonable conditions of approval of the Member's architectural request to construct an ADU or JADU which are not inconsistent with the Association's Governing Documents and the law.

- A. *Limitations on ADU and JADU Restrictions.* Reasonable restrictions on ADUs and JADUs may not unreasonably increase the cost to construct, effectively prohibit the construction of, or extinguish the ability to otherwise construct, an ADU or JADU consistent with the provisions of Section 65852.2 or 65852.22 of the Government Code.

3.7 Variance. Members must comply with this Policy and all architectural standards of the Association, unless a variance for a particular item is specifically requested in writing by a Member and is specifically granted in writing by the Association.

3.8 Expiration of Approvals. If work has not begun within six (6) months of the Project's approval, all approvals shall expire and Member shall reapply for approval.

#### **ARTICLE 4: ADU CONSTRUCTION**

4.1 Architectural Standards. Member must follow all architectural standards set by the Board or Architectural Review Committee.

4.2 Contractor Rules. Member shall ensure that all contractors and

subcontractors receive a copy of the Association's applicable contractor rules and abide by them.

4.3 ADU and/or JADU Configurations. A Member is limited to establishing ADUs/JADUs in accordance with Subsections A, B, or C below, so long as the provisions of this Policy, the Governing Documents and all applicable laws are followed. Only one (1) of the ADU developments described in the three (3) Subsections (A, B, or C) below may be established on a single Lot. To establish ADU(s) in accordance with Subsections A, B, or C, all standards of the respective Subsection must be satisfied.

**A. Standards to Establish One (1) ADU on a Lot with an existing single-family dwelling.**

- a. *Size of ADU.*
  - i. Maximum size of ADU. 1,200 square feet, including attics greater than six feet in height, unconditioned storage space, and lofts.
  - ii. Minimum size of ADU. Efficiency Unit, as defined in Section 17958.1 of the California Health and Safety Code.
- b. *Driveways.* The driveways serving the primary residential use and ADU shall be combined where possible. An adjustment may be granted if combining driveways is hindered by a physical site constraint, or would require the removal of oak trees or other native trees.
- c. *Attached ADUs*
  - i. When an ADU is attached to the primary dwelling, the entrances shall be designed to maintain the character of a single-family dwelling, and to avoid changing the appearance of the primary dwelling to resemble a duplex.
  - ii. An ADU shall have independent exterior access separate from the primary dwelling. The entrance to an attached ADU shall not be located on the same building face as the entrance to the primary dwelling.
- d. *Setbacks*
  - i. Detached ADUs. Detached ADUs shall comply with the same setback requirements pertaining to distance from property lines or alleys for residential accessory buildings and structures in Section 22.10.140 (Setbacks), however, minimum setback requirements for detached ADUs shall not exceed four (4) feet from side and rear lot property lines.
  - ii. Attached ADUs. Attached ADUs shall comply with the setback requirements of the primary residential use.
  - iii. Exception. No additional setback shall be required for ADUs or portions of ADUs constructed in the same location and to the same dimensions of a permitted existing structure.

**B. Standards to Establish One (1) ADU or JADU within a Proposed Single-Family Dwelling or Existing Structure.**

- a.* The ADU or JADU will be completely within the (1) proposed space of a single-family dwelling, (2) existing space of a single-family dwelling, or (3) existing space of an accessory structure.
- b.* The existing accessory structure to be converted to an ADU may be expanded by a maximum of 150 square feet. Such expansion shall only be permitted to accommodate ingress and egress.
- c.* The space for an ADU or JADU has exterior access separate from the proposed or existing single-family dwelling.
- d.* The side and rear setbacks are sufficient to satisfy fire and safety requirements.
- e.* The JADU complies with the requirements of this policy and Government Section 65852.22.
- f.* The maximum size of the ADU shall not exceed 1,000 square feet.

**C. Standards to Establish One (1) Detached, New Construction, ADU and one (1) JADU on a Lot with a Single-Family Dwelling.**

- a.* The lot contains a proposed or existing single-family dwelling.
- b.* The maximum size of the detached ADU shall not exceed 800 square feet.
- c.* The maximum height of the detached ADU shall reflect applicable local code height limitations.
- d.* The minimum side and rear setbacks of the detached ADU shall be subject to local code limitations.
- e.* The JADU complies with the requirements of this policy and Government Section 65852.22.

4.4 No Passageway Required. No passageway shall be required in conjunction with the construction of an ADU.

4.5 Local Building Codes Apply. The construction of an ADU must adhere to local building code requirements, as appropriate.

4.6 Fire Sprinklers. If fire sprinklers are required for the primary residence, then the ADU or JADU must also have fire sprinklers installed.

4.7 Off-street Parking. No off-street parking spaces are required for ADUs or JADUs. Off-street parking spaces for the primary residential use that are demolished or converted in conjunction with the establishment of an ADU or JADU do not have to be replaced.

4.8 Parking Rules. Members who construct ADUs or JADUs and residents who live in ADUs or JADUs are subject to all of the Association's parking rules and regulations found in the Governing Documents.

4.9 Construction Rules Applicable to JADUs Only.

- A. A Member may construct no more than one JADU per residential lot zoned for single-family residences with a single-family residence built on the lot.
- B. All JADUs must be constructed entirely within the walls of the primary residence.
- C. All JADUs must have a separate entrance from the main entrance of the primary residence.
- D. All JADUs must include an efficiency kitchen, which shall include all of the following:
  - a. A cooking facility with appliances; and
  - b. A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.
- E. No additional parking shall be required for JADUs.

4.10 Inspection. The Association has the right, but not the obligation, to periodically inspect any work approved by the Architectural Review Committee. Members must allow inspection and work may be halted and the Member fined if inspection is not allowed. Such inspections do not relieve a Member from his/her duty to comply with the Association's architectural standards, any portion of this Policy and all applicable building, safety and fire codes.

4.11 Mechanics' Liens. Members shall ensure that no lien is placed against any other Lot or against the Common Areas for labor or material furnished to their Lot. If a lien is placed against the Common Areas or other Member's Lot, and the responsible Member does not immediately cause the removal of the lien, the Association may, after written notice to the responsible Member, pay the amounts necessary to have the lien removed and levy a Reimbursement Assessment against the responsible Member for the monies advanced as well as any fees, including attorney fees, and costs incurred by the Association.

4.12 Diligent Construction. Member shall have nine (9) months from the Association's approval of the ADU or JADU construction project to complete the work. Extensions may be granted, at the Association's discretion, for delays caused by strikes, fires, holidays, or other events beyond Member's control. If the Project is not completed in a timely manner and no extensions or further extensions have been granted, fines shall accrue at the rate of up to \$100.00 per day until the ADU or JADU construction project is completed.

4.13 **Incomplete or Inadequate Work.** If the ADU or JADU construction project is incomplete or is not completed in compliance with the submitted plans and specifications and following a noticed hearing with Member, the Association may correct the problem and deduct the cost from the Deposit, special assess Member for reimbursement, require that the incomplete construction be removed and/or take legal action to have the problem corrected.

## **ARTICLE 5: ADU AND JADU USE AND MAINTENANCE**

5.1 **Certificate of Occupancy.** No ADU or JADU may be occupied by anyone for residential purposes until a certificate of occupancy is issued for the ADU or JADU and provided to the Board or Architectural Review Committee.

5.2 **Rental and Sale.** The ADU may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence.

5.3 **Minimum Rental Period.** No ADU or JADU may be rented for a period of less than thirty (30) days. No ADU or JADU may be advertised as being available for rent or lease for a period of less than thirty (30) days or in a manner that would suggest or imply the ADU or JADU was available for rent or lease for a period of less than thirty (30) days.

5.4 **Lease Requirements.** No Member is permitted to lease less than their entire ADU or JADU. The initial term of any ADU or JADU lease must be at least thirty (30) days. If a Tenant vacates after less than thirty (30) days, the Member may not re-lease the ADU or JADU, or any portion thereof, until the expiration of thirty (30) days from the date the Tenant moved into the ADU or JADU, or any portion thereof, unless the Member applies for and receives a hardship exception from the Board.

5.5 **Lease Addendum.** Any lease or rental agreement between a Member and a Tenant must be in writing. In addition, Member, Tenant, and the Association must execute a "Lease Addendum" supplied by the Association. Member and Tenant must agree, at a minimum, to the following terms: (i) the lease is for the entire ADU or JADU; (ii) no assignments or subleases are permitted; (iii) the lease is for not less than thirty (30) days and Member cannot re-lease the ADU or JADU if Tenant moves out before Tenant's thirty day occupancy has been completed;

(iv) Tenant agrees to comply with the Association's Governing Documents and be subject to the same disciplinary procedures and fines as Members; (v) Member assigns rents to the Association if the Member becomes sixty (60) days delinquent in the payment of Assessments to the Association; (vi) Tenant must carry renter's insurance; (vii) Member grants the Association the power to institute an unlawful detainer action on his/her/their behalf for violation of the terms of the Lease Addendum; and (viii) if there is a conflict, the terms of the Lease Addendum supersede the terms of any other agreement between Member and Tenant. If a Lease Addendum is not executed as described above, Member and Association are nonetheless bound by the terms of this section as though the Lease Addendum had been executed by them.

5.6 **Governing Documents.** Members must provide their Tenants with the Association's Rules and Regulations and ensure compliance with them.

5.7 Tenant Information. Members must promptly provide the Association with the current name, address, phone number, and email address of all ADU and JADU residents and any changes in such information.

5.8 Residential Use Only. The ADU/JADU may be used for residential purposes only. It may not be used for hotel-like operations, motel, transient or time-share purposes, or used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other purposes which is deemed non-residential under any law or inconsistent with the Governing Documents. No ADU/JADU may be advertised with Airbnb, VRBO, Flipkey, Homeaway, or by any other means, as being available for rent or lease for a period of less than thirty (30) days or in a manner that would suggest or imply the ADU/JADU was available for rent or lease for a period of less than thirty (30) days.

5.9 Owner Occupancy Not Required for ADU. Members are not required to occupy the primary residence nor the ADU, but it is recommended.

5.10 Owner Occupancy Required for JADU. Members must occupy the single-family residence in which a JADU is built. The Member may reside in either the remaining portion of the structure or the newly created JADU. Member-occupancy shall not be required if the owner is a governmental agency, land trust, or housing organization.

5.11 Unlawful Detainer. Members who lease their Lots and/or Residences must ensure compliance with the Association's Governing Documents by their Tenants. If a Member fails to take legal action against his/her Tenant, who is in violation of the Governing Documents, within ten (10) days after receipt of the Association's written demand to do so, the Association is permitted to institute unlawful detainer proceedings on behalf of such Member and against the Tenant and the Association is hereby granted right of possession to the ADU or JADU for such purpose. The Association may be awarded costs of suit and/or attorneys' fees by the court as provided by law.

5.12 Assignment of Rents. As security for the payment of Assessments, fines, and other sums owed to the Association, Members who lease their Residences pledge their rights as Landlords (including the right to receive rent) to the Association. If a Member becomes delinquent in payment of Assessments or fines to the Association, the Association is permitted to assign the rents payable by the Tenant to the Association until the Member's account is paid in full as provided for in Civil Code §2938 or any other provision of law. During the period of assignment, Members have no right to collect the assigned amounts from Tenants and may not evict Tenants for complying with the Association's assignment of rents.

5.13 No Criminal Activity. No Person is permitted to reside in the Covered Property if they engage in criminal activities. For purposes of this section "criminal activities" includes, without limitation, drug-related activities (including the illegal manufacture, sale, distribution, use or possession of a controlled substance), gang-related activities, the unlawful use or discharge of firearms, prostitution, or any misdemeanors or felonies enumerated in the California Penal Code, or any federal criminal statute, local ordinance, regulation or other law. For purposes of this section "reside" means the use or residency of any ADU or JADU by any

Person for more than five (5) consecutive days or more than ten (10) aggregate days, whether consecutive or not, in any one calendar year. In addition, Members owning an ADU or JADU must prohibit, in their lease, rental agreement or otherwise, Persons who engage in criminal activities from occupying their ADU or JADU.