

**LAGUNA POINTE HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS**

EFFECTIVE: November 11, 1993

A. PREAMBLE

A-1. The authority for the Board of Directors to form and enforce rules and regulations is provided by the Declaration of Covenants, Conditions and Restrictions under Section 7, Paragraph 7.01 (g). A copy of this Declaration was given to each owner at the time of purchase of their lot.

A-2. The Board of Directors has or will create a Rules and Regulations Advisory Committee. The duty of this committee is to advise the Board of Directors regarding the Rules, the Bylaws and the Declaration of Covenants, Conditions and Restrictions.

A-3. The Manager of the Laguna Pointe Homeowners Association has been instructed by the Board of Directors to require the compliance of all persons on Association properties with the provisions of all Rules, Bylaws and the CC&R'S. In the instance of a person violating the Rules, the Bylaws or the CC&R'S, the Manager has further been instructed to do any of the following:

- a) Obtain names and addresses of violators and report to the Board of Directors.
- b) Remove the persons from the Association premises, if necessary.
- c) Call upon a law enforcement agency for assistance.
- d) Call upon residents to assist him in his duty.
- e) In the case of residents' children, make an effort to contact their parents immediately, prior to making the action called for in (b), (c) and (d) above.

A-4. The Rules as contained herein are issued by the Board of Directors. They are supplemental to the conditions of ownership in the Declaration of Covenants, Conditions and Restrictions. If there is any conflict the provisions of the Declaration will prevail.

The Rules are intended as a guide to the conduct and activities of all members, lessees and residents of the Laguna Pointe Homeowners Association and their guests, to the end that everyone living in and using the facilities will enjoy the maximum pleasure without annoyance or interference from others. Strict observance and adherence is urgently requested by the Board of Directors. Policing actions because of violations, should not have to be necessary, but might be required.

B. COMMUNITY RELATIONS

B-1. REGISTRATION All members and residents must be registered with the Manager.

- a) Association members are those individuals owning a lot or unit at the **Laguna Pointe** community.
- b) Residents are defined as owners and members of their families living on the premises of the project, or lessees and members of their families living on the premises of **Laguna Pointe**.
- c) Owners leasing their home retain their voting right in the Association but assign the use of all common facilities of the project to the lessee of their home. The lessee assumes the privileges and responsibilities of membership as hereinafter stated, but does not have a voting right the vote belongs only to the owner. Non-resident owners are not permitted to use any common area facilities when so assigned to a lessee except as a guest of a resident.
- d) The lease or rental agreement must be in writing and must be for a term of not less than 30 days and be subject to the CC&R'S, Bylaws and adopted rules.

B-2. GUESTS

- a) Guests must be accompanied by a host or hostess resident of the Association when using the common areas of the Association.
- b) It is the right and duty of each resident to question the presence of any person who appears to be trespassing and/or advise the Manager regarding the situation.

B-3. COMMON AREA DAMAGE Members, lessees and residents are responsible for payment of all cost of repairs for all damage to the Association's property caused by themselves, members of their families or their guests.

B-4. NEIGHBORLY CONDUCT

- a) All activities, whether individual or group, shall be conducted at a noise level that is reasonable and not disturbing to other Association residents. Each owner or resident is responsible for the conduct and behavior of their children, guests, and any visiting children and for any property damage caused by such persons.
- b) Vehicles, toys, or bicycles are not allowed to be parked or placed so they block or interfere with pedestrian traffic on the sidewalks. The placement of unattended tricycles, play toys, or other equipment in front yards and areas visible from adjoining lots is prohibited.

B-5. EXTERIOR APPEARANCE/SIGNAGE

- a) Signs, advertising or other devices, or miscellaneous paraphernalia shall not be exposed or attached in any fashion to or on windows, fences and exterior walls or any other areas of buildings or grounds, unless written approval has been obtained from the Board of Directors. **NO VENDOR ADVERTISING SIGNS ARE PERMITTED.**
- b) One sign of reasonable dimensions advertising the home for sale or rent may be displayed in the window of a home, yard area or other areas designated by the Association.

B-6. COMMON AREA SYSTEMS Common area, time clocks and lighting systems are to be adjusted and/or set by authorized personnel only.

B-7. PARKING

- a) Garages are solely to be used for the parking and storage of cars, boats or similar vehicles. They are not to be used or converted for any type of living or recreational activities. Garages shall be kept clear so as to permit parking of the number of vehicles for which the garage was designed.
- b) Garage doors must remain closed except for entering/exiting and when the garage is in use and attended.
- c) Residents are entitled to the exclusive use of their driveways and must keep them clean of any oil or other stains at all times.
- d) Unless otherwise permitted by the Board, no vehicles shall be parked or left on any other portion of the Project other than within a Lot's driveway, garage, designated Common Area parking place or the portion of the Project specifically designated for parking.
- e) **NO TRAILER, CAMPER, MOBILE HOME, COMMERCIAL VEHICLE, TRUCK (OTHER THAN STANDARD SIZE PICKUP TRUCK), INOPERABLE AUTOMOBILE, OR SIMILAR EQUIPMENT SHALL BE PERMITTED TO REMAIN UPON ANY AREA WITHIN THE PROPERTY, OTHER THAN TEMPORARILY.**
- f) Boats shall not be allowed on the Property except within an Owner's enclosed garage.
- g) No noisy or smoky vehicles shall be operated on the property.
- h) No off-road unlicensed motor vehicles shall be operated upon the property.

B-8. ANTENNAS

- a) No outside radio aeriels, television aeriels, antenna, microwave or satellite dishes, or connections shall be installed, erected or constructed on any separate interest or any common area without prior written consent of the Board.

B-9. CLOTHESLINES No exterior clotheslines or other outside clothes drying or airing facility shall be erected or maintained on the properties in any location where the same would be visible from any street or neighboring lot. Further, no clothes washers, clothes dryers, refrigerators or freezers may be kept, stored or operated on any balcony, patio, porch or other exterior area.

B-10. PETS Two normal and customary uncaged household pets may be maintained within a home under the following conditions:

- a) No dog shall enter the common area except while on a leash which is held by a person capable of controlling it.
- b) Residents must clean up after any mishap performed by their pets.
- c) Residents shall be responsible for any personal injury or property damage caused by their pets.
- d) Pets emitting excessive noise, or in any manner unduly disturbing other residents, may be prohibited by order of the Board of Directors after notice and a hearing.
- e) Guests are not allowed to bring pets onto Association common landscaping areas.
- f) No animals, reptiles, rodents, birds, fish, livestock, or poultry shall be raised, bred, or kept on any Lot or portion of the Project except that no more than two usual and ordinary household pets such as dogs, cats, fish or birds may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

B-11. SPEED LIMIT The maximum speed limit within the confines of Laguna Pointe is 25 miles per hour.

B-12. BUSINESS ACTIVITIES No business activities of any kind are to be established, maintained, permitted or conducted in any home or on any portion of the common areas. This includes garage sales.

B-13. POWER EQUIPMENT/CAR MAINTENANCE No power equipment, work shops or car maintenance of any nature shall be permitted on the Project without the prior written approval of the Board. In deciding to grant approval, the Board shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception and similar objections.

B-14. SPORTS FIXTURES No basketball standards, hoops or backboards or other fixed sports apparatus shall be attached to the front of any Unit or erected in the front yard. All sports fixtures proposed for backyards must be approved by the Committee. Portable basketball standards must be lowered and stored in garages or back yards when not in use. Portable basketball standards may not be placed on sidewalks, private alley ways or the public streets at any time.

B-15. TRASH RECEPTACLES

- a) Trash containers shall be stored in the garage or in the back or side yard except they may be placed at the curbs on the day of the scheduled trash pick up.
- b) All woodpiles or storage piles shall be kept screened and concealed from view of other lots, streets and common areas.

B-16. WINDOW COVERINGS Windows shall be covered by drapes, shades or shutters and shall not be painted or covered by foil, cardboard or similar materials. All window coverings visible from the common area shall be of a material, design and color which, in the opinion of the Board is compatible with the exterior design and coloration of adjacent portions of the Project.

B-17. DRAINAGE No Owner shall do any act or construct any improvement which would interfere with the natural or established drainage systems or patterns within the Community without the approval of the Board.

B-18. ARCHITECTURAL CONTROL

- a) **The Architectural Control Committee has or will develop guidelines concerning exterior changes to your home and improvements to your lot. These guidelines conform with the CC&R'S of our Association. The purpose of these guidelines is to provide the required information and forms regarding any exterior changes and modifications of the home so the Committee may render its decision.**
- b) When applying for approval, please send as much information as you can and include the following specific items:
 - 1. Completed Application Form
 - 2. Exact location: use a scale drawing if applicable.
 - 3. State color, size, composition and description.
 - 4. Photo, sketch, copy of an advertisement or facsimile.
 - 5. Contractor's name or company making the item etc.
 - 6. Two sets of plans.
 - 7. A check for the review fee

Please send all applications for approval to THE MANAGEMENT COMPANY at:

**Homeowners Management Service
P. O. BOX 1518
CARMICHAEL, CA 95609**

Please remember that you must get approval BEFORE making any changes or additions.

- c) Alterations, additions or modifications made to your lot or the exterior surfaces of your home must have prior written approval from the Architectural Control Committee or the Board of Directors. This includes landscaping visible from the streets or the common area, solar energy systems, fences, walls, sun screens, bamboo blinds, decks, lattices, pools, spas, color changes, sheds, any sports apparatus, etc.
- d) Any alterations that do not have prior written approval by the Committee or Board of Directors will be removed by the homeowner and the area will be restored to its original condition. Should the homeowner fail to comply, the Association will pursue its legal remedies including, but not limited to having the alteration removed at the owner's expense.
- e) In addition, the Board of Directors may also assess fines of not less than \$10.00 per day or more than \$50.00 per day for non-compliance of Board requests to have non-approved alterations restored to their original condition.

HOMEOWNERS ARE RESPONSIBLE FOR THE ACTIONS OF THEIR TENANTS AND GUESTS.

IT IS EVERY RESIDENT'S RIGHT AND RESPONSIBILITY TO OBEY AND TO ENFORCE THESE RULES.

PERSONS WHO REPEATEDLY VIOLATE RULES MAY LOSE THEIR PRIVILEGES.

REMEMBER, THE COMMON AREAS ARE FOR THE ENJOYMENT OF ALL LAGUNA POINTE HOMEOWNERS ASSOCIATION RESIDENTS AND OWNERS.

C. ENFORCEMENT

Fines: To ensure compliance with the above mentioned rules, Owners may be fined not less than \$10.00 nor more than \$50.00 per occurrence or continuation of violations. Fine amounts are to be set by the Board of Directors based on the merits of each violation.

Due Process Requirements: Before the Board imposes any monetary penalties or suspension of membership rights or Common Area use privileges against any member for failure to comply with the Declaration, the Bylaws or the Association Rules, the Board must act in good faith and satisfy each of the following requirements:

1. The member must be given 15 days prior written notice specifying the nature of the damage or violation and stating the time, date and place that the member will have an opportunity to be heard. Notice may be delivered personally or by mail. If the notice is given by mail, it must be sent by first class or registered mail to the last address of the member as shown on the Association's records.
2. The member will be given an opportunity to be heard, orally or in writing, by the Board. Members shall have the opportunity to present witnesses on the member's behalf and to cross-examine any witnesses that may testify against the member. After the hearing, the Board shall determine whether owner damage or a violation has occurred and, if so, may impose a "Reimbursement Assessment" which shall become effective not less than five (5) days after the date of the hearing or the Board may take such other action as may be appropriate.