

**LAURELMONT
COMMUNITY ASSOCIATION**

**RULES AND REGULATIONS
HANDBOOK**

**EFFECTIVE/REVISED:
10/15/2011**

LAURELMONT COMMUNITY ASSOCIATION

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Dear Laurelmont Homeowner:

WELCOME TO LAURELMONT COMMUNITY ASSOCIATION.

MEMBERSHIP & PURPOSE

To assist you in acclimating yourself to townhome living and in understanding what your community responsibilities are, the following information is provided. The following **Rules** were written to provide a general design for the protection and maintenance of this Community, with a goal to enhance the value and attractiveness of the property for the benefit of all **Homeowners**.

Membership: Laurelmont **Community** Association (“Association”) is a California non-profit corporation consisting of those owners of **Units** within the ultimate boundaries of the Laurelmont Community. **Homeowners** in the community automatically become members when they purchase a unit, and can be elected to a position on the Board of Directors (“Board”). Members pay dues and assessments, are encouraged to attend general meetings, and vote for Board members and other matters as described within the **Governing Documents** (“CC&R’s”). Your automatic membership in the Association provides a membership with the purpose to share in the current and future costs of maintaining the Community.

Purpose: One of the purposes of the Association is to maintain all of the **Common Area** amenities and **Residential** buildings in a safe and attractive manner that helps retain as high a property value as possible and ensures that the common area amenities will be available for the enjoyment of all **Homeowners** and **Residents who are in good standing**.

Additionally, the Association seeks to maintain, protect, and preserve the enjoyment of the premises for everyone by providing a way to enforce the **Rules, Regulations, and Policies**.

The **Rules** of the Association were developed with the following considerations:

1. Compliance with the laws and regulations of the State of California, the County of Orange, the City of Aliso Viejo, and the United States of America.
2. The reduction of liability of the Association and, therefore its **Homeowners**, to litigation, fines, or penalties.
3. Providing **Homeowners, Residents, and Guests** the greatest enjoyment of the **Common Area** amenities and **Residential** buildings without infringing on the rights of others.
4. To maintain and enhance **Homeowner’s** property values.

Although these rules, regulations, and policies support the Laurelmont Community Association’s Covenants, Conditions and Restrictions (“CC&R’s”) and any amendments

thereto, they do not cover the entirety of those documents. Please be sure to read the CC&R's carefully.

The Association CC&R's (Covenants, Conditions and Restrictions) are the basic rules for community living. The CC&R's are developed by experienced professionals in the field, carefully examined and approved by the California Department of Real Estate. The CC&R's for the Laurelmont Community are designed for the protection, maintenance and improvement of the Laurelmont Community property. The Rules and Regulations for Laurelmont are based upon the CC&R's which remain the primary governing document for the community and association property. You are encouraged to read and become familiar with the governing CC&R's.

DEFINITIONS

The terms used in this document have the following definitions:

Association – The Laurelmont Community Association, a nonprofit mutual benefit corporation.

Rules – All of the rules, regulations, and policies contained in this document.

Architectural Review Committee Approval – The home modification procedure set forth in the Laurelmont Community Architectural Guidelines.

Common Area – The entire common interest development, with the exception of the **Units**, as described more fully in the CC&R's.

Restricted Common Area – Yards within fenced areas of each Unit are defined as restricted common area.

Governing Documents – Including, but not limited to, the Articles of Incorporation, By-Laws, CC&R's and **Rules** and Regulations of Laurelmont Community. Please note that **Homeowners** and **Residents** of Laurelmont Community are also legally bound by the Governing Document of the Master Association which is the Aliso Viejo Community Association.

Unit – The individual condominium as defined in the deed recorded by the County of Orange.

Homeowner – The owner(s) of the **Unit** as set forth in the deed recorded by the County of Orange.

Resident – Any adult or child living in a **Unit** within the Laurelmont Community.

Tenant – Any adult or child living in a **Unit** within the Laurelmont Community pursuant to a lease or rental agreement.

Guest – Person(s) visiting a **Resident** for a limited period. No person receiving mail at an address located within the Laurelmont Community is a **Guest**.

Property Manager – The Board of Directors will select a property management company to act as agent and to perform duties and services as contracted and authorized by the Board of Directors, on behalf of the Association.

GENERAL INFORMATION

The following information is provided as a condensed version of the CC&R's By-Laws and other rules adopted by the Board of Directors from the Laurelmont Community. Refer to the master CC&R document and Amendment if you have any specific questions, or contact the property management company.

Board of Directors: The members of the Laurelmont Community Association elect annually a Board of Directors composed of five persons (2 elected in odd years; 3 elected in even years; 2 year terms). It is the responsibility of the Board to govern the affairs and business of the Association in accordance with the CC&R's, and to establish and enforce **Rules** and regulations as deemed necessary.

Board of Director Meetings: The Board of Directors meetings are typically held the **Fourth (4th) Monday of each month** with exceptions as required for national/state holidays and scheduling conflicts between the Board of Directors and the property management company as needed. The location, time and agenda for the monthly meetings is posted at least four (4) days prior to the meeting on the Community Bulletin Board in the pool area and on the association website which is www.laurelmonthoa.org. The meeting location and time is included on the monthly assessment billing statements.

Board meetings commence at 6:00 p.m. at the office of the property management company. Homeowners Forum is from 6:00 to 6:15 p.m. During Homeowner Forum, those owners present may take 3 minutes each to address the Board with concerns that they may have. Homeowners are invited to attend the Regular Session board meetings and are not just limited to the forum time. The Board meetings are devoted to the directors conducting business of the Association, therefore, homeowners may only observe during the Regular Session board meeting. Meeting dates and times are subject to change.

Meeting Schedule Time:	Meeting Section	Owners Attendance
6:00 to 6:15 p.m.	Homeowners Forum	Owners present may take 3 minutes each to address the Board with their concerns.
6:15 to 7:30 p.m.	General Business Meeting	Owners may attend but they may not address the Board or speak.
7:30 to 8:00 p.m.	Executive Session	Sensitive matters are discussed and owners are not allowed to attend.

Unit tenants are not invited to attend Board meetings as they are not members of the association.

Annual Meeting: The Annual Meeting of the Association is held in December with the date to be determined each year due to the national holiday. A call for candidates is sent out in October to seek the names of those owners who wish to serve on the Board. Notice of the election, ballots, and any other pertinent related material for the elections are sent to the membership in November. The primary purpose of the annual meeting is the election of new members to the Board of Directors. The Board's purpose and responsibility is the management of the Association business with delegation of day to day management to the designated management company.

Association Budget: The Board of Directors annually review the costs and expenses including reserve requirements pursuant to the CC&R's for the continued maintenance and improvement of the Laurelmont Community Association, including all property of the Association.

The Association's fiscal year ends December 31st of each year. Homeowners shall receive a notice of the annual budget including monthly assessment information for the association not less than thirty (30) days preceding the close of the current fiscal year.

Property Management Company: One function of the property management company is to interface with the community homeowners (members of the Association). The homeowner should contact the property management company primarily to inform them of maintenance problems or concerns, inquiries concerning assessment billings, or if a problem arises. The property management company will respond to any questions or concerns expressed by the homeowner. At present, Laurelmont Community's Property Manger is:

Professional Community Management Inc.
23726 Birtcher Drive, Lake Forest, CA 92630
Telephone: (949) 768-7261
Facsimile: (949) 859-3729
www.pcminternet.com

Association Maintenance Responsibilities: The Association is responsible for painting, maintaining, repairing and replacing, if necessary, common area property within the community. Common area property is defined as landscaping outside of restricted common area, streets, exterior lights at the pool (excludes all interior and exterior unit lighting and street lamps (street lamps are the responsibility of San Diego Gas & Electric)), building exteriors, and walkways. All maintenance is under the supervision of the property management company as directed by the Board of Directors.

Architectural Committee: Any homeowner contemplating making any improvement, alteration or addition to their unit requires submission in writing, on the required form, to the property management company plans for any improvement, alteration or addition. The property management company will submit the written form and plans to the board

appointed Architectural committee for its review and approval. Work cannot begin until the homeowner making the request has received written approval from the Architectural committee. Fines will apply should work commence *prior* to approval and an owner may be required to remove any unauthorized improvement, (See Section VI).

Insurance: Information regarding the Association’s Master Blanket policy may be obtained from the property management company. The Association Master Blanket policy DOES NOT PROVIDE COVERAGE FOR PERSONAL PROPERTY OR PERSONAL LIABILITY OF THE INDIVIDUAL **HOMEOWNER/UNIT**. BASICALLY, IT IS A BARE WALL POLICY. **Homeowners** need to protect furnishings, clothing, flooring, cabinetry, additions/upgrades to premises by purchasing a condominium homeowner’s policy, including protection against homeowner premises liability. (CC&R Section 9; See Amendment to CC&R’s.)

The Association maintains a blanket insurance policy on the buildings and common area grounds. The policy insures against fire, earthquake, and public liability, subject to policy terms, conditions and exclusions.

As a Homeowner of your Unit, it is your responsibility to carry insurance to cover your personal property, unit interior including upgrades and additions (anything from the drywall into your unit), as well as personal liability. You may wish to consider additional options made available under certain Condominium Homeowner Insurance such as earthquake special assessment coverage, blanket policy deductible coverage of \$1,000.

Example #1: A pipe bursts in the slab causing water damage to the unit interior. The Association maintains the slab; therefore, the Association pays for repair to the pipe and drywall including tape, texture, primer, and one coat of paint only under the “bare wall policy”. Any damage beyond the bare walls to the interior of the Unit is **Homeowner** responsibility.

Example #2: A windstorm causes a partial removal of the roof. The Association maintains the roof; therefore, the Association pays to repair the roof. Any damage to the interior of the Unit is **Homeowner** responsibility excluding drywall.

Example #3: A **Homeowner** starts a grease fire in the kitchen damaging the interior of the Unit. The Association will hold the **Homeowner** responsible for paying for all repairs.

Example #4: A mechanical failure occurs on a toilet causing it to overflow yielding water damage to the interior. The **Homeowner** maintains the interior plumbing fixtures; therefore the Association will hold the **Homeowner** responsible for paying for all repairs.

Contact the Property Management Company or the association’s insurance agent if you have any questions regarding this policy.

EXTERIORS / INTERIORS, RESTRICTED AREA (YARDS) & FRONT COURTYARDS
(Section 8.06)

No installation, change, improvement, add-on, or alteration to the exterior of a Unit shall be commenced without **prior written Architectural Review Committee Approval**. This includes, but is not limited to, the replacement of exterior doors, windows, fences, walkways, patios, patio covers (including removing and replacing), pools, spas, alterations, changes, modifications to lot grade and/or drainage; any alteration, modification, change, addition to any exterior; installation of gutters, installation of screen doors; trees, landscaping, vegetation, landscaping, hardscape, and installation of satellite dishes. **Any interior modification that yields modified plumbing or walls must be approved prior to any work commencing.**

Written approval from the **Architectural Committee** shall be obtained using the required authorization submission form available from the property management company.

The **Architectural Committee** has the responsibility to review all plans submitted, make recommendations or suggestions for those areas that may not conform to the CC&R's and submit the final plans to the Board of Directors for approval.

Certain exterior/interior changes may require a building permit, for example replacing windows and/or doors, modifying plumbing, or removing walls. Approval by the **Architectural Committee** of the application is a prerequisite to obtaining a building permit. All required permits are Homeowner responsibility.

Homeowner, Residents, or Tenants are not permitted to remove, alter, or destroy any landscaping in the **Common Areas**, regardless of the condition of the plantings.

Damage to **Common Area** property by **Homeowner**, including **Tenants** and/or **Guests** of **Homeowner** or **Tenants** shall be the responsibility of the **Homeowner**.

General Architectural Rules:

- **Patio Covers:**
 - Patio cover posts shall be three feet (3') from the fence and/or adjoining buildings.
 - Patio cover overhangs must be at least eighteen inches (18") from fences and/or adjoining buildings.
 - Patio covers, any yard equipment above fence line shall be painted white or color of fence, as approved by the Architectural Committee. Contact the property management company for the color code and resource for the paint required prior to submitting your application to the Architectural Committee.
- **Landscape, Planters, Pots, Yards, Exterior Decoration,**
 - Planters must retain dirt at least three inches (3") from fence or gate.
 - No landscaping may be attached to any fence or building.
 - Dirt must be kept under the fence level. No building, fence, stucco, or siding may be used to retain dirt.

- Planters/Pots – Wooden planters displayed on exterior of units require advance written approval of the Architectural Committee. Clay pots cannot be displayed on front courtyard fences. All pots visible from the common area must be the same white, blue or gray as the Units, and require saucers beneath them.
- Yards shall at all times be maintained, free of weeds, debris, trash and waste of any nature, and shall meet standards of construction in accordance with the original approved Architectural plan, or original construction plans.
- Any decorative plaques or signs such as “Welcome” signs may not be attached to the exterior of any building or visible from the window of any Unit without the advance written approval of the Architectural Committee.
- Restricted Areas (yards and front courtyards—inside of front gates) are not intended for storage of any kind.
- No items should be hung or attached to any part of the Association-maintained structures in such a way that moisture can intrude or that the strength of the structure is threatened. When such items are removed, repairs and touch-ups are the **Homeowner(s)**’ responsibility.
- Clothing, Rugs, etc. hung on any portion of property visible outside which may be obtrusive to neighbors are not permitted.
- Rain Gutters
 - Architectural approval must first be obtained prior to installing rain gutters on a unit.
 - Rain gutters must be white.
 - Gutters should be installed in a manner to avoid and preclude drainage into flower beds or planters resulting in dirt overflow on sidewalks or driveways.
 - Gutters should be installed to prevent water pooling and to drain the water away from the **Unit**.
- Windows
 - Windows are not to be covered with newspaper, tinfoil, cardboard, stickers, decals, sheets, or anything else that is not normally sold as window covering or treatments.
- Window Screens
 - Window screens and doors shall be maintained in good repair. Screen frames including doors and windows shall only be white.

GREENBELTS/SIDEWALKS & WALKWAYS

Littering in any of the **Common Areas** is not permitted.

Climbing on walls, trees, fences, roofs and mailboxes is not permitted.

Toys, hoses, pet feces, pet feces bags (full or empty), and debris left in entries or in front of garages, on sidewalks, driveways or in streets are not permitted.

CHILD SAFETY & RESPONSIBILITY

For their safety, ALL children in the community should be well-supervised and their parents and caretakers should be aware of their activities.

Children should be made aware of and understand the community **Rules**. Children should be monitored by an adult and only allowed to play unsupervised if they can demonstrate a clear understanding of the community **Rules** and are willing to comply at all times.

Parents are responsible for any and all damage to **Association** property caused by their children, their minor **Guests** and must reimburse the **Association** for any repairs or replacements that become necessary.

GARAGES (Section 8.02)

The primary purpose of a **Unit Garage** is for parking. **Garages** must accommodate at least one passenger vehicle at all times.

Garage doors shall be kept closed at all times, except for a reasonable period (two hours or less) while the **Garages** are being used.

Garages shall not be converted into a living space nor used as sleeping quarters on either a temporary or permanent basis.

Garages shall not be used for any purpose that disturbs or endangers other **Residents**.

Driveways shall be maintained in a clean manner, free of oil, grease and/or rust stains.

NUISANCES (Section 8.03)

Noise: No **Homeowner, Resident, or Tenant** shall cause, or permit to be caused, noise which disturbs the peace and quiet of other **Residents**. This includes music, TV, radio, stereo, musical instruments, bands, group or telephone/cell conversations, or other amplification device/systems. This also includes the noise from vehicles, engines, machinery, tools, and other mechanical devices.

No **Homeowner, Resident, or Tenant** shall cause, or permit to be caused, any gathering or party where there is loud and unreasonable noise between the hours of 11:00 p.m. and 7:00 a.m.

Construction or remodeling noise shall be limited to the hours of 8:00 a.m. to 6:00 p.m.

Excessive dog barking or other animal noise is deemed a nuisance. The Board has the right to determine when an animal is considered a nuisance and may require that the animal be removed from the property.

If a noise complaint is filed with the **Association** regarding a **Homeowner, Resident, Tenant** or their **Guests**, a **Rules** Violation hearing may be called (see procedures below).

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Following the hearing, fines may be applied. Continued violations may result in escalating fines and will continue to be assessed until the matter has been resolved.

When one resident complains about another neighbor, the matter is considered a neighbor to neighbor dispute unless more than one resident has the same complaint about the same neighbor, and generally, the association does not become involved and encourages the residents to work out the matter between them.

Smoking: Smoking is not allowed in the pool area or any common areas.

Smokers must not permit second-hand smoke to create a nuisance to **Residents** in neighboring Units.

Other Nuisances: No, **Homeowner, Resident, or Tenants** shall cause or permit to be caused any conditions which disturb the peace and quiet of other **Residents**, expose other **Residents** to health risks, or interfere with other **Residents'** enjoyment of their Units at any time. Conduct must be moderated to ensure that the **Common Areas**, including walkways, streets, and driveways within the complex, are not disturbed by blocking the drives, loitering, boisterous conduct, alcohol drinking, profanity, littering, property damage, or reckless driving.

LEASING OR RENTING – NON-RESIDENT HOMEOWNER & TENANT OBLIGATIONS (Section 8.01)

No Unit shall be rented for a period of less than thirty (30) consecutive days.

Non-resident **Homeowners** are responsible for providing to **Tenants** a copy of all **Rules, Regulations, CC&R's**, including but not limited to notices provided from time to time to all **Residents** of the **Laurelmont Community**. It is the **Homeowner's** responsibility to acquaint their **Tenants** with the CC&R's and **Rules**.

Non-resident **Homeowners** are responsible to ensure **Tenants/Guests** of **Tenant** adhere and comply with the **governing documents of the association**. Non-resident **Homeowners** shall bear all responsibility including fines assessed for violations issued.

POOL / SPA RULES & REGULATIONS RESTRICTIONS

Pool/Spa Hours: Sunday to Thursday - 8:00 am to 10:00 pm
Friday and Saturday - 8:00 am to 11:00 pm

Gate Access: Pool gates must be kept shut and locked at all times. Access to pool is restricted to **Homeowners** (including **Guests/Tenants** of **Association**) who are in good standing. No lending of fob or opening of gate to non-residents, propping gate open, climbing on gates and/or fences for access is permitted.

When a **Homeowner** leases or rents his **Unit** to a **Tenant**, the **Homeowner** delegates his or her common area use privileges to the **Tenant**, and the **Homeowner**, and the **Homeowner's** family and guests will no longer be permitted to use the pool or spa.

Guests: Each unit may bring no more than four (4) non-resident guests to the pool area for usage.

Lifeguard: No lifeguard is on duty at any time. Use of pool/spa area is at the risk of user.

Minors: Children under the age of 14 must be accompanied at all times by adult (parent or guardian over the age of 18).

Permitted at Pool: Inflatable child size inner tubes, plastic beach balls permitted for use in pool, but only under the supervision and responsibility of adult/guardian.

Toy wagons, strollers, or any other wheeled means of transportation used by members/guests to/from the pool/spa area should be parked outside, out of the walkway or entrance to avoid harm and/or injury to other guests/members. Any toy wagons, strollers or other wheeled means of transportation (except wheelchairs) shall be parked outside pool/spa area at the sole responsibility of member/guest, and Association shall not be liable for any injury or loss arising, including but not limited to theft or damage.

Not Permitted At Any Time at the Pool/Spa:

- Surfboards, boogie-boards, rollerskates, rollerblades, bicycles, tricycles, toy wagons, strollers, tire inner tubes, adult sized rafts, and sports equipment including balls (except for plastic beach balls).
- Placement of Pool Furniture in the Pool/Spa
- Removal of Furniture Outside Pool/Spa
- Glass in Pool Area
- Pets
- Diving, Running, Pushing
- Loud Noises including playful screaming
- Radios without headphones
- Nudity
- Climbing Pool Fences/Gates
- Infants without plastic/rubber pants over diapers

Lost Pool Fob(s): Contact the property management company for a replacement fob, at a cost of \$100.00 per fob replacement. Only one active fob is allowed per unit.

COURTESY TO FELLOW MEMBERS AND GUESTS INCLUDES REPLACING CHAIRS BACK TO ORIGINAL PLACEMENT WHEN DEPARTING FROM THE POOL, INCLUDING REMOVAL OF TRASH.

PETS

Homeowners, Residents, or Tenants may keep no more than **two (2) pets per Unit**, provided they are not kept, bred, or maintained for any commercial purpose.

Homeowners, Residents and Tenants must keep their animals under control at all times and Local, County, and/or Municipal Animal Ordinances must be obeyed, i.e., licensing, vaccinations, and leash laws.

All dogs shall be restrained on a leash held by a person capable of controlling the dog(s) while walking in the **Common Area**.

All pet owners are responsible for clean up of pet feces in **Common Area** and **Restricted Common Areas (Yard Areas)**. Continued failure to do so will result in fines.

All pet owners are personally liable and financially responsible for any personal injury or damage to **Common Area Property** or property of another **Homeowner** caused by or the result of **Homeowners, Residents, or Tenants** pets.

Pets are not permitted at any time in the pool/spa area or facilities.

STREETS & FIRE LANES / PARKING / GUEST PARKING & VEHICLES (Section 8.01)

The speed Limit within the community is 10 mph at all times.

1. Parking is prohibited at all times:

- On all Laurelmont streets (Willowood, Pepperwood, and Primrose). All Laurelmont streets are designated as “No parking” areas pursuant to Section 8.02 of the CC&Rs.
- Parking is also prohibited in areas that are:
 - Marked as fire lanes either by red curbs or by fire lane signs
 - Within 15 feet of a fire hydrant.

2. No vehicle may travel in the community at any speed greater than 10 miles per hour.

3. Commercial vehicles are prohibited from parking on site.

Commercial vehicles are defined as but not limited to vehicles which have any of the following attributes:

1. Telephone numbers
2. Logos
3. Company names
4. Website addresses
5. Racks
6. External tool boxes
7. Over ¾ ton
8. Designed to carry more than 10 passengers
9. More than two axles
10. Truck beds containing tools and / or work materials

4. Recreational vehicles are prohibited from parking on site.

Recreational vehicles are defined as but not limited to vehicles like the following:

1. Trailers of all types
2. Boats
3. Personal watercraft
4. Aircraft

5. Cab-over campers (shells are approved)
 6. Motor homes
 7. Unlicensed vehicles
 8. Vehicles licensed for only off-road use
5. Residents are prohibited from parking in Guest/Visitor Parking which is defined as common area parking.
6. No Guest/Visitor vehicle may be parked in common area parking without benefit of a valid Safelist.
7. **The open parking spaces at the pool area are for those using the pool area during pool hours. Only authorized guest vehicles** are to be parked in designated Spa/Pool parking spaces between the closing and opening Spa/Pool hours.
8. The handicap parking space adjacent to the pool area is for the use of guest vehicles only displaying proper handicap parking authorization.
9. Other than emergency repair predicated on a vehicle being moved off site, no vehicle may be maintained, repaired or restored in a common area.
10. Vehicles leaking fluids other than water are prohibited.
11. Any vehicle which is incapable of locomotion under its own power is prohibited in common area.
12. No vehicle may be parked on site, in the common area, for more than 48 consecutive hours.
13. Each Owner shall be responsible for ensuring that their guests, family members, and tenants comply with the restrictions and requirements set forth in the Rules and Regulations.

Restoration or repairing of vehicles is permitted within the confines of the individual **Garage** of each Unit, so long as the restoration and/or repair does not constitute nuisance to neighbors, does not constitute any safety hazard or potential risk of harm or injury, and does not constitute commercial business activity. No commercial business of restoration and/or repair of any type of motorized vehicle shall be conducted at any time including within the confines of a **Garage**.

The Board of Directors has the authority to determine when a vehicle is being stored. Vehicles parked, stored or kept in violation of the recorded CC&Rs or in violation of these Rules may be towed at the vehicle owner's expense. **Homeowners** shall be held liable for any damage to any **Association** property including parking areas and streets caused by vehicles of owner(s).

All vehicles must display current registration tags. Non-operable, unregistered, or expired registration vehicles may not be parked or stored in **Driveway Parking Space or Designated Guest Parking**. These vehicles must be stored in the **Homeowner's Garage** or off the Laurelmont Community premises.

MISCELLANEOUS UNIT RULES & REGULATIONS RESTRICTIONS

Trash Removal: Trash removal is not provided by the Association. It is the responsibility of the individual homeowner. Trash containers must be placed in front of the homeowner unit for pickup. Storage of trash units must be inside and out of sight of neighbors until scheduled pickup. Trash may not be put curbside until the evening preceding scheduled

pickup, and all trash containers must be removed from curbside no later than the evening of pickup. Refer to the schedule of pickup provided by the trash disposal company.

Do not overfill trash/recycle containers to the point trash will fly or fall out of the containers and litter the community prior to pickup.

Holiday Decorations: Holiday decorations may be put up with removal as follows:

Easter – 3 weeks preceding, removal no later than 2 weeks from holiday

Halloween – 3 weeks preceding, removal no later than 2 weeks from holiday

Thanksgiving – 3 weeks preceding, removal no later than 2 weeks from holiday

Christmas/New Years – may be put weekend immediately following Thanksgiving with removal within 2 weeks following New Years Day.

Decorations are not to be placed in or on common area landscape which would interfere or cause injury to gardeners or residents. Decorations are not permitted to be installed on any roof. Walking on roofs to install decorations is prohibited.

Homeowner Posted Signs/Notices: For Sale/For Rent Signs shall be limited to one sign, to be placed **inside** the Unit in a window. Posting of signs on the exterior of any Unit or in the **Common Area** is expressly prohibited.

Posting of any notices of any kind on the US Mail Boxes located throughout the community is expressly prohibited.

Religious and Political signs may be displayed on the **Homeowner's** property during the 30-day period prior to an election and must be removed within 3 days following an election. Political signs may **not** be posted in the **Common Areas**.

Garage/Rummage Sales: Community garage/rummage sales are held twice a year – one in the Spring and one in the Fall. Prior approval from the property management company must be obtained for any garage/rummage sale to be held by a **Homeowner**, or **group of Homeowners**.

Ham Radio/CB Transmission (CC&R Sec 8.05): Amateur radio and/or CB transmission are not permitted at any time in or on Association property including residential residences. Any transmission affects TV and radio reception of the homeowners in the community.

Construction, use or operation of external radio, television, or other electric antenna (i.e., satellite dish) must have **Architectural Approval**.

Trade or Business (CC&R Sec. 8.09): Except as permitted under Section 8.09 of the CC&R's, no trade or business shall be conducted from within any unit.

Air Conditioners: No A/C unit may protrude from any window of the **Unit**.

Screening of A/C units must be white or the unit fence color, and shall not be higher than the existing fence. For installations and/or future relocation of the A/C equipment the

Homeowners on both sides of the home must approve, in writing, the proposed locations prior to submittal to the **Architectural Committee**.

Spa screening must be painted white or the color of the fence and cannot be higher than the existing fence. Location of the spa and equipment shall require written consent of the **Architectural Committee** prior to commencement of any installation. **Homeowners** are encouraged to share their proposed plans with their neighbors to sign off on the plans as part of the architectural application.

Prior written approval is required from the **Architectural Committee** prior to any alterations, modifications, changes or installation of plants, trees or vegetation in the **Restricted Common Area** (your enclosed rear yard or courtyard entry). **Homeowners** are encouraged to share their proposed plans with their neighbors to sign off on the plans as part of the architectural application.

Trees in the **Restricted Common Area** shall have a height limitation of thirty feet (30') and shall comply with CC&R Sec 8.08. No tree or vegetation of any kind may attach itself to, or cause damage to any building, or **Common Area Property**.

Wrought iron fencing shall be white square tubular, of same like, kind and quality as the pool wrought iron without spikes or any other device that may cause risk of injury or harm.

VIOLATIONS, HEARINGS & DELINQUENCY PROCEDURE

Rules Violations

Any alleged violation of the **CC&R's** and **Rules** of the **Association** will be processed according to the procedure outlined below.

1. The **Property Manager** will send a "Courtesy Notice" to the **Homeowner** stating the alleged violation and date by which the violation will need to be cured.
2. If the violation still exists by the cure date, the **Property Manager** will issue a second letter, by regular mail, requesting the **Homeowner** attend a hearing with the Board of Directors to explain the circumstances regarding the violation and the failure to cure.
3. The **Homeowner** will be notified as to the decision rendered by the Board of Directors as a result of the hearing within ten (10) days of the hearing date.
4. If the **Homeowner** is found to be in continuing violation, the Board of Directors may perform any of the following:
 - Apply additional fines in accordance with the Fine Schedule to the **Homeowner's** assessment billing;

- Choose to correct the violation and assess the **Homeowner** for reimbursement of costs;
 - Seek remedy by litigation; or
 - A combination thereof.
5. Significant or hazardous violations may go directly to a hearing or legal action without a first notice depending upon the circumstances and severity of the violation.

If **Homeowners, Residents and Tenants** observe any infractions of the **Rules**, the **Homeowners, Residents and Tenants** may either point out the infraction to the person involved, or may inform the Board of Directors in writing, of the facts surrounding the infraction. Mailing of any such notice shall be in care of the designated **Property Management Company**.

Fine Schedule

Violation Type	1st Violation Letter	2nd Uncured Violation Letter	Subsequent Uncured Violation Letters
Rules or CC&R's Violation(s)	Warning	Call to Hearing with possible \$250.00 fine per violation	All of the following: 1. \$500.00 fine per violation. 2. All costs and expenses incurred by the Association to cure violation. 3. Any and all legal fees incurred by the Association to enforce cure.
Common Area damage caused by Homeowners, Residents, Tenants or their Guests	All of the following: 1. \$250.00 fine per violation. 2. All costs and expenses incurred by the Association to cure violation. 3. Any and all legal fees incurred by the Association to enforce cure.	All of the following: 1. \$500.00 fine per violation. 2. All costs and expenses incurred by the Association to cure violation. 3. Any and all legal fees incurred by the Association to enforce cure.	Legal Action

Note: Fine amounts will continue to double with each occurrence and will be assessed to the violating **Homeowner**.

Architectural Violations

In the case of **Homeowners** who have installed exterior improvements (e.g., windows, solar panels, patio covers, hardscape, landscape, satellite, etc.) without having first submitted plans for **Architectural Review Committee Approval**, the first notice will be sent at the first sighting of the violation requiring that any unapproved work cease and desist, and will request that plans be submitted within 30 days of the date of the notice. Depending on the severity or potential damage resulting from the unauthorized installation, the Board may require the installation to be immediately removed at owner's expense. If the plans are not received within the time frame, the **Homeowner** will receive a second notice asking that they attend a hearing. If the **Homeowner** still fails to submit plans by the hearing date or fails to attend the hearing, the **Homeowner's** account may be fined in accordance with the Fine Schedule and/or be directed to remove the improvement/installation.

In the case of improvements installed without prior written approval, the Board of Directors may, at its discretion, accept photographs of the improvements for review and decision in lieu of plans and specifications. The **Homeowner's** account may be fined in accordance with the Fine Schedule. If the violation continues past the hearing and first fine stage, additional hearings will be scheduled with the **Homeowner** and the fines may be doubled with each hearing. Any fine not paid may result in legal action in accordance with California law.

The Board may determine to use alternative dispute resolution, commence legal action or cause correction of the violation to effect a cure and the **Homeowner** may be responsible for legal fees and/or reimbursement of costs to the **Association**. Alternative dispute resolution or legal action may be commenced without issuance of a warning letter or a hearing letter depending upon the circumstances and severity of the violation.

Special Assessment Violations

Should a violation occur that imposes financial obligation of the **Association**, then the party responsible for the violation shall incur a Special Assessment to reimburse the **Association** for the financial obligation.

Delinquency

As members of the association, all members are required to make monthly payments to the association by the due date as set forth in the Assessment and Billing Collection Policy which is mailed to all members each year as part of the budget package.

Please refer to the duly adopted Assessment and Collection Policy which is published each year with the operating budget for further information on assessment payments and delinquent account facilitation.

In Closing

Please remember cooperation with your Association's Board of Directors and your neighbors, and prompt communication with the designated property management company regarding any problems or concerns will make living at Laurelmont a more enjoyable experience.

We hope you will become an active participant in your Association and look forward to meeting and working with you.

Sincerely,
BOARD OF DIRECTORS
LAURELMONT COMMUNITY ASSOCIATION

LAURELMONT COMMUNITY ASSOCIATION
HOMEOWNER HANDBOOK
RULES & REGULATIONS
October 15, 2011