

**THE CLUB SERIES SOUTH OF SEACLIFF ON THE GREENS  
HOMEOWNERS ASSOCIATION**

**HANDBOOK OF  
RULES AND REGULATIONS**

REVISED: October 2011

## **CLUB SERIES SOUTH OF SEACLIFF ON THE GREENS HOA**

Dear Homeowner:

We welcome you as a member of our Club Series South Homeowners Association and hope your life here will be wonderful and fulfilling. Club Series South is a planned community of 238 homes. Your decision to live in such a residential planned community, with its many advantages, signifies a willingness to conform your lifestyle to this type of living. That willingness implies an obligation to respect your neighbor's rights, to preclude encroachment and irritation upon others, and to be tolerant of your neighbor's minor shortcomings - in other words, to be cooperative, courteous, and considerate. Acceptance of this obligation by all members of the community will lead to something we all desire; a pleasant and harmonious community.

We really are like a small town - and of course, we must be governed by standards that will insure the realization of the basic objective of harmonious living for each homeowner. This is one of the reasons we have prepared this booklet for you - so that certain standards of action can be published in an official fashion and in a form that will make it easy to refer to them at any time.

**The Board of Directors**  
**The Club Series South of Seacliff on-the-Greens HOA**

**AN EXPLANATION OF  
CLUB SERIES SOUTH OF SEACLIFF ON-THE-GREENS  
HOMEOWNERS ASSOCIATION**

As an owner or resident of a home in CLUB SERIES SOUTH you automatically become a member of the Club Series South Homeowners Association. A Board of Directors, consisting of five elected owners, governs our Association. A Management Company is employed to implement the maintenance of the Association and assist the Board.

**PREAMBLE**

The basic rules for residents of Club Series South are contained in the Declaration of Covenants, Conditions and Restrictions, called CC&R's, and the By-Laws of the Club Series South Homeowners Association. When you took title to the property you and your property became subject to the provisions of the By-Laws and the CC&R's.

The rules contained in this handbook were adopted pursuant to the authority granted the Board of Directors of Club Series South Homeowners Association by the By-Laws and the CC&R's. These rules have been determined by the Board of Directors of Club Series South Homeowners Association to be in the best interest of the majority of the residents. The rules are listed here as a guide for everyone's use.

The rules are not intended to, nor shall they, supersede or in any way amend the By-Laws or the CC&R's.

Occupants, whether they are owners or tenants, shall hereinafter be referred to as "residents". However, the owner will bear ultimate responsibility for compliance with the By-Laws and the CC&R's and will also be held responsible for any damage to the common areas caused by the owners, tenants, or guests.

**COMMITTEES**

Your Board is concerned with maintaining Club Series South in the finest possible condition. From time to time the Board needs to set up special committees to advise the Board on various matters, assist with distributing materials, etc. For example the Landscape Committee is responsible for advising the President and Board on all common areas' landscaping and improvements, including landscape design, planting, maintenance, sprinkler system, steps and walkways as well as advising on all matters pertaining to the maintenance, repair and improvements of the common area. If you would like to assist in one of these areas, please give your name to the Management Company or attend the monthly meeting to discuss areas of interest.

## 1) ARCHITECTURAL AND PROJECT APPEARANCE CONTROL

- a) No structural changes, exterior additions, landscape, or patio alterations are permitted on the homes unless approved in writing by the Board of Directors. A completion deposit of \$500.00 is required for any structural changes or exterior additions, changes or alterations. The deposit will be returned un-cashed after approved completion.
- b) No change to the common area landscaping is allowed.
- c) No clotheslines, laundry, athletic equipment, dog houses, portable kennels, outside T.V. or radio antenna, or other electronic devices shall be constructed, erected, altered, placed or maintained on any building or any property or on any home. Satellite T.V. dish antennas must be mounted in an association-approved location and manner including wiring. Specifications are available from the management company and must be followed by the installer.
- d) Architectural changes, without the prior approval of the Board of Directors, must be restored to original condition at the violator's expense within fifteen (15) days from the time of notice to restore it and will be subject to a \$250.00 fine.
- e) Club Series South Homeowners Association is not responsible for landscaping or changes to landscaping within the boundaries of the homeowner walls. Interior landscaping including watering systems is the sole responsibility of the resident and must be maintained so as to enhance and not to detract from the appearance of our community. Failure to adequately maintain landscaping may result in the Association, subject to a hearing and Board approval, charging fees to the homeowner for work performed by others to correct deficiencies.
- f) Garages shall be used only for the primary purpose of parking automobiles and secondarily for storing of owner's household goods. Household goods may not be stored in the garage to the exclusion of automobiles. If a resident owns two (2) or more vehicles, parking spaces for two (2) vehicles must be clear inside the garage. Only if a resident owns one (1) vehicle may a garage parking space be used for other purposes.
- g) Garage doors are to be kept closed at all times unless resident is in attendance.
- h) Trash shall not be placed outside until after 6 p.m. on the evening prior to "pick-up" day. Receptacles shall be returned to the resident's garage as soon as possible after pickup, but no later than that 10 p.m. of "pick-up" day. If the resident expects to be out of town, please make arrangements with a neighbor to assist you in compliance with this rule. Please be sure your trash receptacles are placed either on the concrete of your driveway or the swale of your gutter in the street. (Christmas trees and large items must be cut into 4' long by 2' round tied bundles to be accepted by the trash collector, Rainbow Disposal Services).
- i) Architectural approval shall not be granted for any changes in roofline, covering or openings, such as custom skylights, which would destroy the original integrity of the roof design and construction.

- j) Fabric, plastic or other types of floor covering shall not be placed on deck or balcony surfaces.

## 2) VEHICLE AND PARKING RULES

- a) **Transponders and Decals** - A Seacliff on-the-Greens admittance decal must be permanently affixed to the inside lower left hand corner of the windshield of all resident vehicles. A transponder with an attached decal may substitute for this requirement (See Figure 1). A resident may apply for decals and transponders for each vehicle they own or lease. There is no charge for the first two transponders for each resident vehicle. For additional vehicles, there is a refundable deposit for each transponder of \$50.00. The registration must be current and identify the owner including their correct address. Residents using vehicles that are owned by a company employing them must submit a company business card including their name. Decals will periodically be reissued. Announcements of the new or replacement decals and transponders will be included in the newsletter. Decals and transponders are available by mail from the management company by sending the information as above with a nonrefundable \$15.00 check payable to the management to cover handling and certified mail fees.
- b) **Resident Parking** - Residents may park in guest spaces for a maximum of 48 hours if a Rear Window Decal is properly displayed in accordance with Parking Rear Window Decal Agreement (See Figure 2). Residents with a decal may not additionally display a visitor's pass for the purpose of parking in visitor spaces. Vehicles with a decal but without a Rear Window Decal may park in guest spaces between the hours of 8:00AM to 6:00PM, Monday through Friday. Violation of these hours is subject to a hearing and \$100.00 fine added to monthly association assessment and due upon receipt. Fines are doubled for each repeated violation and towing is an option after the third citation at the discretion of the Board of Directors. A guest parking Rear Window Decal may only be obtained if three (3) vehicles and (3) valid drivers are registered under the above provisions and two (2) are being parked in the garage. The management company will issue Rear Window Decals using a completed application, copies of current valid driver's licenses and registrations, a nonrefundable \$10.00 check payable to the management company to cover handling and certified mail fee. A fourth vehicle of a homeowner may not use guest parking, even if there are four drivers. Residents with more than three (3) vehicles must park additional vehicles on Cherryhill, Seapoint, or Palm Avenue and are subject to parking regulations which are outside the jurisdiction of Club Series South. Motorcycles and motorbikes are to be parked in garages only.
- c) **New Resident Parking** - At the close of escrow, the management company will issue two gate passes for entrance through the front gate which will be dated and usable for 30 days. That Note: Items marked with revision bars are new or revised with this issue. period will enable new residents to utilize guest and Cherryhill parking while "moving in" activities are completed and to allow vehicle registration to be changed to reflect Club Series South residence. At the end of the 30-day period the expired passes, along with correct vehicle registration, can be exchanged for regular resident transponders and decals. This exchange can be done by mail by sending the information as above, along with a nonrefundable \$15.00 check payable to the management company to cover handling and certified mail fees. Transponders and decals can also be obtained at the management company's office.
- d) **Visitor parking** – Visitors should park in guest spaces (See Figure 2). All valid guest-parking passes will have the address of the unit visited and entry and exit dates. Vehicles with inadequate

identification or expired passes are subject to fines as listed above and/or towing for security reasons. The proper use of the guest passes is the responsibility of the homeowner visited. Contractor vehicles may park in the fire lane from 8:00AM-5:00PM provided they use fluorescent orange cones to highlight their presence (See Figure 3).

- e) **Handicap Parking** - Resident or guest vehicles may be park in specially marked blue spaces designated for handicap parking for a maximum of 72 hours. The vehicle shall have the required handicap designations.
- f) **Driveway Parking** - Resident or guest cars may be parked in driveways or aprons only when the drive is deep enough to park the car without protruding over the outer edge of the concrete swale where the pavement begins (See Figures 4 and 5).
- g) **Cul-de-Sac Parking** - The owners of the last residence having a driveway off a cul-de-sac (MacGregor, Merion, Castlewood, Brooktrail) may park in front of their garage under the following conditions: -
  - i) Two cars must be parked in the garage prior to parking on the drive.
  - ii) One car may be parked parallel to the garage door but not in the fire lane.
  - iii) The owner of the residence may only use the parking space.
  - iv) The resident's vehicle cannot block the pedestrian entrance to the residence across from the garage.
- h) **Street Parking** is prohibited in all areas of Club Series South by the City of Huntington Beach and the Fire Department, with the exception of designated guest parking spaces. Parking in a fire lane may cause the vehicle to be immediately towed without notice.
- i) **Non-Standard Vehicles** no trailers, commercial or recreation vehicles, campers, boats, or similar equipment, shall be permitted to remain upon the property. Eight (8) hours are allowed for loading and unloading recreational vehicles. No Hookups are permitted during this period.
- j) **Driver Requirements** - Only licensed drivers may operate motor vehicles, which have current California required license and insurance, within Club Series South. Motorcycles must be licensed for public streets and highways in the State of California.
- k) **Speed Limit** - The speed limit within Club Series South is fifteen (15) miles per hour and the enforced limit on Cherryhill is twenty-five (25) miles per hour.
- l) **Gate Entry** - Only one car is permitted through a raised entry gate at one time.
- m) **Penalties** - Non-compliance of parking and speed regulations may result in fines and / or towing. Owners are responsible for their guests / tenants compliance.

### 3) COMMON AREA CONTROL

- 1) The security walls, fences and planters that surround Club Series South are not to be climbed on, over, or under. No one is permitted on common area slopes except authorized maintenance personnel.
- 2) Any damage to the common areas caused by an owner, his family, guests, tenants or invitees, both minor and adult, will be charged directly to the owner. Items covered under these categories would include, but not limited to, such things as the breakage of sprinkler heads, pagoda lights and the destruction of, or damage to, landscaped areas and pools.

- 3) No sign of any kind shall be permitted on the common area except as is provided for in the Rules and Regulations, which relate to Architectural and Project Appearance Control.
- 4) One (1) sign advertising the residence for sale or rent / lease may be placed in a window, on a balcony, or on a stake at the rear of the unit by the garage. Please be sure to inform your real estate agent that they should contact the management company for sign specifications.
- 5) Open House signage is limited to one (1) sign in front / rear of the house, erected on the “open day” and removed that evening. No flags or banners are permitted in Club Series South.
- 6) No signs of any nature may be placed or displayed at the entrance or in any location within the common area without the consent of the Board of Directors.

#### **4) IV. RESPONSIBILITY FOR MAINTENANCE OF RESIDENCES**

##### **1) Association**

- a) It is the Association’s responsibility to maintain the exterior surfaces of dwellings, garages and exterior surfaces of outside areas (such as railings and walls), situated on the owner’s lot and on the common area as such maintenance is required, in order to preserve the attractiveness of the community. It is also the Association’s responsibility to maintain all structural elements of the property including balconies and roofs. 8

##### **2) Owners**

- a) Any damage or undue deterioration caused by the owner’s family, guests or tenants, is the responsibility of the owner. If repair or maintenance is required due to such misuse the owner will be charged. Board authorized maintenance and repairs of homes require each resident to allow access in a timely manner for these repairs.
- b) Homeowners are responsible to assure that all painted surfaces, walls and railings are free of plant, shrub and tree growth to assure access for periodical maintenance. It is the responsibility of every owner to promptly perform all maintenance and repair work within his own Lot which, if omitted, would detrimentally affect the project, or any part of the structure belonging to another. All of the repairs of conditions or installations located within or on each Lot, such as water, lights, gas, power, sewage, telephones, air conditioners, heaters, sanitary installations, doors, window, lamps, and all accessories located on the owner’s lot shall be at the owner’s expense. Exterior decks cannot withstand repeated discharge of pet feces and urine. Decks requiring repair from this damage will be the responsibility of the homeowner.

### 3) **V. NOISE AND NUISANCE CONTROL**

- a) No noxious or offensive activity shall be carried on upon any property of Club Series South. Nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. Residents shall not use homes or garages for any business or commercial purposes
- b) All unattended toys, bikes, or similar equipment shall be kept in resident's homes or garages and not in the common areas or in pool areas.
- c) All motor vehicles operated on the private streets including motorcycles or motorbikes shall have legal mufflers. No vehicle noise, such as horn blowing, loud mufflers, etc. should be of a level that will annoy other residents. Xx
- d) Bicycle riding, skateboarding or mopeds on sidewalks is prohibited throughout Club Series South. Skateboards are also prohibited on streets.
- e) Residents shall not allow loud noises (parties, stereos, auto horns, garage work, home repairs, etc.) to disturb the neighborhood between the hours of 10 p.m. and 6 a.m.

### 4) **. PET CONTROL**

- a) No animals, fowl, reptiles, insects or poultry, shall be kept by any person within Club Series South, except that domestic dogs, cats, birds and fish may be kept as household pets.
- b) Dogs shall not be permitted on exterior balconies or patio/yards such that they bark and cause general annoyance to the neighborhood. Orange County and state law prohibits the ownership or maintenance of any animal, which by sound or cry disturbs the peace and comfort of the inhabitants of a neighborhood, or interferes with any person in the reasonable and comfortable enjoyment of life or property.
- c) Breeding of animals for sale is not permitted within Club Series South.
- d) Pets must be kept on a leash and public leash laws apply to Club Series South. Residences are responsible for immediate cleanup of any of their animal's excrement.
- e) The Board of Directors shall have the right to prohibit maintenance of any animal, which constitutes, in the opinion of the board, a nuisance to any other owner.

### 5) **VII. POOL RULES**

- a) All persons using pools or spas do so at their own risk. You are responsible for protecting your family and yourself. **NO LIFEGUARD IS ON DUTY**. Don't let an accident happen by not accompanying your child. It is not a recommended practice to swim alone. All posted pool and spa rules must be followed.
- b) Children under fourteen (14) years of age must be accompanied by an adult resident/owner. No children in diapers in pool or spa. No running or jumping in the pool area.

- c) Be considerate of your neighbors as noises carry and echo in the pool areas - keep noise level down. No yelling or screaming, this is not a community pool, it is our resident's pool.
- d) Pool hours are: 7:00 a.m. to 10:00 p.m. Daily
- e) Guests are welcome to use the pool and spa but only if accompanied by an adult resident of Club Series South. The resident will not and may not lend pool/spa keys to a guest to be used at any time the resident is not in attendance. Limit six (6) guests per household.
- f) Do not bring any foreign object into the pool; this includes but not limited to, floats, rafts, fins, wet suits, noodles and other pool accessories.
- g) No pets allowed in or around pool area.
- h) Food is not permitted in the fenced area of the pool, but beverages are welcome as long as they are in unbreakable containers (NO GLASS).
- i) Safety equipment is to be used for emergencies only.

**6) VIII. SPECIAL INSTRUCTIONS TO OWNERS**

- a) Any lease agreement between an owner and a tenant must provide that the terms of a lease shall be subject, in all respects, to the CC&Rs and By-Laws. Any failure by the tenants to comply with the terms of such documents shall be default under the lease. All lease or rental agreements shall be in writing with a copy to the management company.
- b) Each homeowner is responsible for the compliance of their tenants with the CC&Rs, By-Laws, and Rules and Regulations. The owner will be responsible for any damage to the common area caused by his tenant.
- c) In order to maintain the best possible gate security and to maintain accurate records, owners must notify the management company when their home is rented/leased and furnish the name of the tenant.
- d) The owner shall be charged cost of removal if a tenant moves out and leaves trash outside. Charges for removal of trash shall be a minimum of \$100.00 for each cleanup or additional truckload.
- e) Accidents or injuries on premises of Club Series South shall be reported immediately to the security guard at the Cherryhill front gate (within 48 hours) and to the Property Management Company.

**7) IX. ENFORCEMENT OF CC&R'S AND RULES AND REGULATIONS OF THE CLUB SERIES SOUTH**

As in any organized society, the homeowners in Club Series South must be guided by and conform to the requirements to the CC&Rs, By-Laws and Rules and Regulations, which

may be enacted by the duly elected Board of Directors of the Association from time to time.

In order to assure all members of Club Series South that all others will comply with the requirements of these management documents, there must be provisions made for the enforcement of the requirements. The enforcement provisions are set forth in the documents themselves and are also found in various provisions of California State Laws. The enforcement provisions may be divided into two categories. First, those that relate to the collection of assessments. Secondly, those related to the obligations of the members to use their property in a manner, which will not interfere with a reasonable use of the property of their neighbors. These are referred to as use restrictions of our CC&Rs. With regard to the first, the governing body of the Association is charged with the duty to periodically establish a fee for the furnishing of necessary service to the homeowners. The fee must be collected from each owner. The failure of any power or group of owners to pay their share would impose a greater burden on the remaining owners and would be grossly inequitable. Your Association is empowered to place a lien on the property of any homeowner where Association and/or community dues are delinquent. The indebtedness for assessments is also a personal obligation of each owner and an action of law may be institute to enforce collection, including foreclosure.

The second type of obligation by a homeowner may also give rise to the possibility of legal action of enforcement. Use Restriction and Rules and Regulations, established for the purpose of carrying them into effect, and are made for the benefit of every owner in the community. It is absolutely essential that all residences comply with all of the rules to ensure the intended benefits to all. The desirability of the community and the property values, which depend on that desirability, are at stake.

The obligations and the power are conferred upon the Board of Directors of your Association to enforce the restrictions.

If the Hearing Panel determines that the owner, or resident is in violation of the CC&Rs, the fines to be levied will be \$50.00 for the first violation, \$100.00 for the second, \$150.00 for the third and subsequently similar steps for violations or infractions (plus damages if applicable).

Since the owners are bound by the CC&Rs, By-Laws, and Rules and Regulations, the monetary penalties, where applicable, will be assessed against the owner and not the tenants. It will be up to the owners to determine how they will recover this money from their tenants.

## 8) **REGULAR ASSESSMENTS**

Your Regular Assessments provide the financing for the services provided for Club Series South, as well as the Community Association. Among those provided by the Community Association is the main gate security, Cherryhill landscaping and all perimeter landscaping. Club Series South provides maintenance of landscaping, common areas, pools, and streets, as well as water and electricity for these areas. The individual Boards as may become necessary may change these assessments.

Assessments for Club Series South are due on the first of every month. Make check payable to Club Series South of Seacliff HOA. The Community Association dues are on a quarterly basis, due the first of each calendar quarter. Send dues to the management company.

#### **9) DELINQUENT ASSESSMENT**

Late Charge and Delinquency Policy will be as follows:

A 10% late charge will be charged to the accounts that are not paid by the last working day prior to the 16th day of the month.

At 30 days, a “PAY OR LIEN” letter will be sent requesting full payment in 10 days. At 45 days, a “LIEN” will be filed against the property. At 60 days, the Homeowner will receive an “INTENT TO FORECLOSE” letter. At this time, the account is turned over to an attorney or specified collection service.

At 90 days, “FORECLOSURE PROCEEDINGS” will be initiated. The cost for the action is added to the Homeowner account.

Any and all charges assessed to the owners account in the collection of delinquent assessments will become part of the regular assessment and must be paid in full to have a lien released or otherwise bring the account current.

#### **10) BEING INFORMED IS EVERYONE’S RESPONSIBILITY**

All non-resident owners should inform their tenants of the CC&Rs, By-Laws, and Rules and Regulations by providing them with copies, if this has not already been done.

All tenants are urged to contact the owner of their home and request copies of the CC&Rs, By-Laws, and Rules and Regulations.

#### **11) INSURANCE INFORMATION**

The Association has purchased a Master Insurance Policy, which protects all homes and common areas for damages caused by fire, earthquake, etc. on a blanket basis. It also provides Public Liability insurance protection for the Association, which protects us against claims and lawsuits made by members of the public.

The master Policy is placed with State Farm through the Henry Jones Agency in Fullerton. The Board of Directors holds the original policy and the management company holds a copy. A certificate of insurance will be mailed to any homeowner upon request to the insurance company. Each and every claim for damages is subject to \$5,000.00 deductible and \$25,000.00 deductible for water damage under policy provisions.

The master policy does not cover your personal property, furniture, etc. and your personal liability to others. You should have a Condominium Owners policy, which is designed to protect your personal property, home improvements and betterments, loss assessments, additional living expenses and personal liability. You should advise your insurance agent that the house is covered under a blanket Master Policy; however, you need a Condominium Owner's policy.

On behalf of the board of Directors we trust that you will enjoy living in Seacliff on the Greens master planned community. Each of us can enhance the quality of life for neighbors and ourselves by working together to make this the finest community in Southern California.

## **12) EMERGENCY PHONE NUMBERS**

- a) POLICE, FIRE, PARAMEDIC 911
- b) POLICE (NON-EMERGENCY) (714) 960-8811
- c) HUNTINGTON WEST PROPERTY MANAGEMENT  
Phone (714) 891-1522  
13812 Goldenwest Street #100  
Westminster, CA 92683  
FAX (714) 897-9120  
E-MAIL [ron@huntingtonwest.com](mailto:ron@huntingtonwest.com)
- d) VERIZON (800) 483-1000
- e) SOUTHERN CALIFORNIA GAS COMPANY (800) 427-2200
- f) SOUTHERN CALIFORNIA EDISON COMPANY (800) 655-4555
- g) WATER COMPANY (714) 536-5231
- h) HUNTINGTON BEACH CITY HALL (714) 536-5511
- i) TIME WARNER CABLE (714) 903-4107
- j) FRONT GATE SECURITY (714) 536-3063
- k) REAR GATE SECURITY (714) 536-2288
- l) STATE FARM INSURANCE - HENRY JONES, AGENT (714) 526-3344

## THE CLUB SERIES OF SEACLIFF

**Master Policy:** Our firm currently handles the Master Property Policy for your Association covering all of the "Real Property" subject to a \$10,000 deductible. Real property means the buildings. Finished surfaces are covered. Your CC&R's govern what coverage you have for finished surfaces. Finished surfaces are: wall-to-wall carpets, built-in cabinets, appliances, wallpaper, paint, etc.

A deductible is the portion of the loss you may be required to pay. An example of where the deductible may be yours to pay is: If your ice maker leaks and causes a loss that is below the deductible on the policy, you may be responsible for the entire loss. If a loss occurs in your unit due to something which you are responsible to maintain, then the deductible may be your responsibility.

### **Personal Insurance:** (Please contact Matthew

*McMullen for a quote*). Because your personal property and liability are NOT covered under the Association Master Policy, we recommend that every condo owner purchase their own Condo Owners/ HO6 insurance policy. This policy is designed to cover Personal Property (your clothing, furniture, TV, etc)

- \* Personal Liability
- \* Additional Living Expense (if you unit becomes uninhabitable due to an insured loss)

We also recommend including several other coverages such as:

- \* Condo Building Coverage to cover upgraded carpeting, wooden flooring, window coverings, built-in cabinets or bookcases, finished surfaces, wall or ceilings. This coverage is important to consider as you may be responsible for interior losses or damages. The deductible is usually much lower than the deductible on the Association Master Policy. This may be required by your lender.

- \* Loss Assessment- covers your share of assessments that may be charged against you by the Association for property or liability losses

- \* Earthquake Loss Assessment- covers your share of assessments charged against you by the Association for earthquake damages.

## How To Contact Us

If you have any questions regarding this coverage, you or your personal insurance agent are invited to call us. We do hope to be of service to you this coming year and assist you in any way we can...especially in coordinating our insurance with any of your personal insurance needs.

**Armstrong/Robitaille/Riegle Business & Insurance Solutions**  
31501 Rancho Viejo Road, Suite #103  
San Juan Capistrano, California 92675  
License # 0795135

## STAFF DIRECTORY

Corporate Office.....PH # 949-487-6131  
FX # 949-487-6151

### Association Insurance Information

Glenn Robinson.....Ext. 212  
Joanne House.....Ext. 215  
Debbie Martin.....Ext. 217  
Carol Meldrum.....Ext. 207  
Hector Guerrero.....Ext. 219

Claims Department-Greg Bowser .....Ext. 202  
New Business-Jon Crain.....Ext. 226

Insurance Verification .....949-240-7130

### Personal Lines Insurance

Matthew McMullen  
714-221-3941

DATE: October 25, 2011

### **Club Series South of Seacliff on the Greens xxx**

#### 13) RULES REGARD LEASING BASED UPON SECTION 10.13 OF THE CC&RS

a) Section 10.13 of the recorded Declaration of Covenants, Conditions and Restrictions for Club Series South (the “CC&Rs”) provides:

- (1) An Owner may rent or lease his entire home by means of a written lease or rental agreement subject to the restrictions of the CC&Rs
- (2) The home may not be leased or rented for transient or hotel purposes, or as a time-share
- (3) The terms of the lease or rental agreement must be made expressly subject to the CC&Rs and the Bylaws of the Association
- (4) Any failure by the lessee to comply with the terms of the CC&Rs, the Bylaws of the Association or the Rules and Regulations shall constitute a default under the lease or rental agreement

14) The Board of Directors has been receiving complaints concerning the conduct of tenants within the community, and the Board has concluded that adopting Rules and Regulation implementing Section 10.13 of the CC&Rs would be beneficial. Accordingly, following consultation with legal counsel, the Board is proposing to adopt the following Rules and Regulations:

#### 15) LEASE OR RENTAL OF RESIDENCES

- i) **Term of Lease or Rental**. An Owner shall be entitled to lease or rent the entirety of the Owner’s Dwelling Unit and Lot for a term of not less than thirty (30) days.
- ii) **Management Notification**. All Owners who lease or rent their Dwelling Unit shall submit names, contact numbers, vehicle descriptions and license plate numbers for their tenants to Management within fifteen (15) days following notice of the adoption of these Rules and Regulation, and thereafter within ten (10) days following any change of tenants or lessees or of their vehicles.
- iii) **Written Lease or Rental Agreement**. Any rental or lease agreement shall be in writing, shall provide that the lease or rental is subject to the Declaration of CC&Rs, the Bylaws and the Rules and Regulations (the “Governing Documents”) and shall provide that any failure to comply with any provision of the Governing Documents shall be a default under the terms of the lease or rental agreement. A copy of a lease or rental agreement evidencing compliance with these Rules and Regulations shall be provided to the Association within fifteen (15) days following notice of the adoption of these Rules and Regulations, and thereafter within ten (10) days following inception of a new lease or rental agreement, or the extension, modification, or renewal of an existing lease or rental agreement.

- iv) **Compliance with Governing Documents**. A copy of the Governing Documents, including these Rules and Regulations shall be provided by the Owner to each tenant or lessee. The leasing or renting Owner shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of the Governing Documents.
- v) **Timesharing and Boarders**. No Dwelling Unit may be divided or legally subdivided in any manner including dividing such Owner's Dwelling Unit into a time-share estate or time share uses. A Dwelling Unit must be leased or rented to a lessee or tenant in its entirety—renting or leasing one or more rooms to boarders is prohibited.
- vi) **Owner Responsibility for Damage Caused by Tenants**. The cost of any maintenance, repairs, or replacements by the Association within the Common Area or Association Maintenance Areas, arising out of or caused by the willful or negligent act of an Owner's tenant or lessee shall, after Notice and Hearing, be levied by the Association as a Special Assessment against such Owner. (CC&Rs, Section 9.03).
- vii) **Failure to Comply**. Owners, who fail to comply with these Rules and Regulations, after Notice and Hearing, will be subject to a fine not to exceed \$250.00.