

LVA Rules & Regulations



Rules & Regulations

Table of Contents

ARTICLE I

YOUR RESPONSIBILITY TO RULES AND REGULATIONS

DISCIPLINARY ACTION	1.01.....	91
HEARINGS	1.02.....	91
MONETARY PENALTIES	1.03.....	91
FEEs INCURRED	1.04.....	91
DELINQUENT FEES	1.05.....	91
REVISION OF RULES AND REGULATIONS	1.06.....	92

ARTICLE II

SECURITY (GENERAL)

VISITOR ACCESS	2.01.....	92
NOTIFICATION OF EXPECTED VISITORS	2.02.....	92
IDENTIFICATION	2.03.....	93
RESTRICTED AREAS	2.04.....	93
EMERGENCIES	2.05.....	93
LOCK OUT	2.06.....	93
USE OF VOICE RECORDERS	2.07.....	93
ANONYMOUS DOCUMENTS	2.08.....	93

ARTICLE III

AUTOMOBILE REGISTRATION

DECAL	3.01.....	94
REPLACEMENT VEHICLES	3.02.....	94
RESIDENT PASS	3.03.....	94
SIX-MONTH GUEST PASS	3.04.....	94
SHORT TERM GUEST PASSES	3.05.....	95
CONTRACTOR PASSES	3.06.....	95

ARTICLE IV

MOTOR VEHICLE RULES AND REGULATIONS

INFORMATION	4.01.....	95
RULES APPLICATION	4.02.....	96
EMERGENCY VEHICLES	4.03.....	96

Leisure Village/LVA Rules & Regulations

RV PARKING	4.04.....	96
MAXIMUM SPEED	4.05.....	96
PARKING	4.06.....	96
WRITTEN CONTROL WARNING	4.07.....	97
POWERED VEHICLES	4.08.....	97
PASSING	4.09.....	98

ARTICLE V

BICYCLE AND TRICYCLE RULES AND REGULATIONS

BICYCLES AND TRICYCLES AS A VEHICLE	5.01.....	98
EQUIPMENT	5.02.....	98
BICYCLE LANES	5.03.....	98
HANDLEBAR RIDER PROHIBITED	5.04.....	99
WALKWAYS	5.05.....	99
STOP SIGNS	5.06.....	99
SKATEBOARDS, ROLLER BLADES AND ROLLERSKATES	5.07.....	99
USE OF BIKE LANES	5.08.....	99

ARTICLE VI

ALTERATIONS AND ADDITIONS TO HOMES

ARCHITECTURAL APPROVAL REQUIRED	6.01.....	100
ARCHITECTURAL PERMIT APPLICATION	6.02.....	100
HOMEOWNER RESPONSIBILITY	6.03.....	100
CORRECTIVE ACTION	6.04.....	100
CITY PERMITS	6.05.....	100
INSPECTIONS	6.06.....	100
CLOTHESLINES	6.07.....	100
ANTENNAS, OTHER DEVICES	6.08.....	100
PATIO COVERS AND ENCLOSURES	6.09.....	101
PAINTING LATTICE WORK	6.10.....	101
REPAINTING AND REMOVAL OF DECORATIVE ITEMS	6.11.....	101
CONSTRUCTION	6.12.....	101
CONTRACTORS	6.13.....	101
PERMIT	6.14.....	101
PATIO FENCES	6.15.....	102

ARTICLE VII

LANDSCAPE CHANGES

ALTERATION OF PLANTER BEDS REQUIRING LANDSCAPE PERMIT APPROVAL	7.01.....	102
MAINTENANCE OF INSIDE FENCED AREAS	7.02.....	102
FULL MAINTENANCE ALTERATIONS	7.03.....	103
GRANDFATHER CLAUSE	7.04.....	104

Leisure Village/LVA Rules & Regulations

IRRIGATION ALTERATIONS	7.05.....	104
FAILURE TO MAINTAIN	7.06.....	104
SALE OF HOME WITH LANDSCAPE ALTERATIONS	7.07.....	104
DAMAGE	7.08.....	105
REPLACEMENT/REMOVAL POLICY	7.09.....	105
USE OF OUTSIDE CONTRACTOR	7.10.....	105
VIOLATION OF RULES/ BUILDING AND GROUNDS	7.11.....	105

ARTICLE VIII

RECREATION AND COMMERCIAL VEHICLE PARKING

DEFINITIONS	8.01.....	105
PARKING REQUIREMENT IN RV LOT	8.02.....	106
LOADING/UNLOADING IN RESIDENTIAL AREAS	8.03.....	106
GUEST PARKING	8.04.....	106
VANS FOR HANDICAPPED	8.05.....	107
VIOLATION OF TIME LIMITS	8.06.....	107
OCCUPYING VEHICLE	8.07.....	107
NUMBER OF VEHICLES	8.08.....	107
HEAVY/PASSENGER VEHICLES	8.09.....	107
SECURITY	8.10.....	107
NON-RESIDENT OWNED VEHICLES	8.11.....	108
SERVICING	8.12.....	108
SUPERVISION/INSPECTION	8.13.....	108
PERSONAL AUTOS	8.14.....	108
MOVING VAN HOURS	8.15.....	108

ARTICLE IX

RECREATION CENTER

NO SMOKING	9.01.....	108
REQUEST TO USE FACILITIES	9.02.....	109
CLUB/ORGANIZATION	9.03.....	109
GAMES OF CHANCE	9.04.....	109
NON-RESIDENT INSTRUCTORS	9.05.....	109
COMMERCIAL ENTERPRISES	9.06.....	109
ADVERTISING DISPLAYS	9.07.....	109
EQUIPMENT USE	9.08.....	109
TOOLS	9.09.....	109
CLUB RESERVATIONS	9.10.....	109
ROOM ASSIGNMENTS	9.11.....	110
USE OF COMMUNITY FACILITIES FOR FUND RAISING	9.12.....	110
SET-UP/CLEAN-UP FEES	9.13.....	111
EQUIPMENT	9.14.....	111
LAPIDARY EQUIPMENT CHECK-OUT	9.15.....	111
WOODSHOP EQUIPMENT CHECK-OUT	9.16.....	112

Leisure Village/LVA Rules & Regulations

KITCHEN	9.17.....	113
CERAMIC ROOM	9.18.....	114
BILLIARD ROOM	9.19.....	115
TRAVEL COMMITTEE	9.20.....	115
RECREATION CENTER SECURITY	9.21.....	116
USE OF RECREATION FACILITIES BY OUTSIDE ORGANIZATIONS	9.22.....	116
COPY SERVICE PROCEDURE	9.23.....	116
ROOM SET UP	9.24.....	117
HOLIDAYS	9.25.....	117
FINANCIAL RECORDS	9.26.....	117
SEWING ROOM	9.27.....	117
COMPUTER CLUB	9.28.....	118
RECREATION CENTER LIBRARY	9.29.....	118
RULES OF CONDUCT FOR BINGO	9.30.....	118

ARTICLE X

SWIMMING POOL AND HEATED SPA

SIGN-IN	10.01.....	119
CAUTION MEASURE	10.02.....	119
SHOWER PRIOR TO ENTERING	10.03.....	119
HOURS OF OPERATION	10.04.....	119
POOL TEMPERATURES	10.05.....	119
LOCKERS	10.06.....	120
COMMUNICABLE DISEASES	10.07.....	120
SUNTAN/OTHER LOTIONS	10.08.....	120
SMOKING/WASTE MATERIALS	10.09.....	120
BATHING CAPS	10.10.....	120
REFRESHMENTS/FOOD	10.11.....	120
RUNNING/ROWDINESS	10.12.....	120
BATHING ATTIRE	10.13.....	120
CHILDREN'S HOURS	10.14.....	120
CHILDREN'S SPA HOURS	10.15.....	121
FLOTATION DEVICES	10.16.....	121
USING THE POOL LIFT	10.17.....	121

ARTICLE XI

GOLF COURSE

START OF PLAY	11.01.....	121
OPEN PLAY	11.02.....	121
SHOES	11.03.....	121
GREEN REPAIR	11.04.....	121
DAMAGED HOMES/PERSONAL PROPERTY	11.05.....	122
SLOW PLAYERS	11.06.....	122
TEE OFF	11.07.....	122
CARTS/GOLF BAG ON GREENS	11.08.....	122
OFFICIAL TOURNAMENTS	11.09.....	122

Leisure Village/LVA Rules & Regulations

COURSE CLOSURES	11.10.....	122
SHARING CLUBS	11.11.....	122
ATTIRE	11.12.....	122
ELECTRIC GOLF CARTS	11.13.....	123
ACCESS TO TEE	11.14.....	123
MEN'S PLAY DAY	11.15.....	123
WOMEN'S PLAY DAY	11.16.....	123
MIXED DOUBLES TOURNAMENT	11.17.....	123
MINORS	11.18.....	123
CLUB RESPONSIBILITY	11.19.....	123

ARTICLE XII

SHUFFLEBOARD, BOCCE, AND HORSESHOE COURTS

SHUFFLEBOARD COURT RULES	12.01.....	123
BOCCE COURT RULES	12.02.....	124
HORSESHOE COURT RULES	12.03.....	124

ARTICLE XIII

TENNIS AND PADDLE TENNIS COURTS

ATTIRE	13.01.....	124
COURT RULES	13.02.....	124
RESERVED USAGE	13.03.....	125
PADDLE TENNIS AND TENNIS USAGE	13.04.....	125
TENNIS COURT RESERVATION	13.05.....	125
CLUB RESPONSIBILITY	13.06.....	125

ARTICLE XIV

FARMER'S GARDENS

START OF WORK	14.01.....	126
PRIMARY PURPOSE/VEGETABLES	14.02.....	126
FRUIT TREES/VINES	14.03.....	126
STRUCTURES	14.04.....	126
GARDEN AVAILABILITY	14.05.....	126
WAITING LIST	14.06.....	126
RENEWAL	14.07.....	126
RELINQUISH	14.08.....	126
LIMITED NUMBER	14.09.....	126
INSECTICIDES	14.10.....	127
GARDEN MAINTENANCE	14.11.....	127
CLUB RESPONSIBILITY	14.12.....	127

ARTICLE XV

GUESTS OF RESIDENTS

RESIDENT PRIORITY	15.01.....	127
USE OF COMMUNITY FACILITIES BY GUESTS	15.02.....	127

Leisure Village/LVA Rules & Regulations

ARTICLE XVI

PETS

PET PERMIT	16.01.....	127
LEASH REGULATION	16.02.....	128
SANITARY PRACTICES	16.03.....	128
CANINE EXCREMENT	16.04.....	128
LITTER DISPOSAL	16.05.....	128
NOISE FACTOR	16.06.....	129
VICIOUS PETS	16.07.....	129
WHERE PETS ARE NOT ALLOWED	16.08.....	129
LIMIT IN NUMBER	16.09.....	129

ARTICLE XVII

EMPLOYMENT

BUSINESSES	17.02.....	129
INSTRUCTORS	17.03.....	129
VOLUNTEERS	17.04.....	129
PROCEDURE	17.05.....	130

ARTICLE XVIII

LEASING YOUR HOME

LEASE FORM	18.01.....	130
MAID SERVICES	18.02.....	130
FINANCIAL OBLIGATIONS OF OWNER	18.03.....	130
REVIEW OF LEASE	18.04.....	130
VALIDITY	18.05.....	130
USE OF COMMUNITY FACILITIES	18.06.....	131
LEASE SERVICE CHARGE	18.07.....	131
EVICTON	18.08.....	131
LEASE TERM	18.09.....	131

ARTICLE XIX

GENERAL

SPECIAL EVENT FEES	19.01.....	131
NUISANCE	19.02.....	131
TRASH	19.03.....	132
MINERAL RIGHTS	19.04.....	132
CARPORT/PATIO INTERIOR	19.05.....	132
ITEMS ON LAWN/COMMON AREA	19.06.....	132
SOLICITATION/ADVERTISING & SIGNS	19.07.....	132
ADVERTISING	19.08.....	133
ADDITIONAL OCCUPANT FEE	19.09.....	133

Leisure Village/LVA Rules & Regulations

BASE FEE	19.10.....	133
FEE/VACATED HOME	19.11.....	133
REVISION OF RULES AND REGULATIONS	19.12.....	133
SIGNS	19.13.....	133
REAL ESTATE SIGNS	19.14.....	133
DOOR-TO-DOOR SOLICITATION	19.15.....	134
SALE OF HOME	19.16.....	134
SMOKING ON TRAVEL TOURS	19.17.....	134
PROPERTY DAMAGE, DWELLING UNITS	19.18.....	134
REMOVAL OF ADDITIONAL OCCUPANT	19.19.....	134
FEEDING ANIMALS AND BIRDS	19.20.....	134
CLOTHING	19.21.....	134
ABUSIVE LANGUAGE/INTERFERENCE OF DUTIES/DISTURBANCE OF PEACE	19.22.....	134
WATER USAGE	19.23.....	135
NO SMOKING POLICY	19.24.....	135

ARTICLE XX

RESIDENT SERVICES

MAINTENANCE AND REPAIRS DWELLINGS	20.01.....	135
EXTERIOR STRUCTURAL ADDITIONS	20.02.....	138
MAJOR APPLIANCES	20.03.....	139
REPLACED MAJOR APPLIANCES	20.04.....	139
OTHER MAINTENANCE	20.05.....	139
COSTS	20.06.....	139
PAYMENT FOR SERVICES	20.07.....	139
MISCELLANEOUS ITEMS	20.08.....	139
ITEMS NOT OTHERWISE COVERED	20.09.....	139
TOOLS	20.10.....	140
STRUCTURAL INSURANCE RESPONSIBILITIES	20.11.....	140

ARTICLE XXI

RESIDENTIAL AGE RESTRICTIONS

AGE RESTRICTIONS	21.01.....	140
FEDERAL FAIR HOUSING ACT	21.02.....	140
PERMISSIBLE OCCUPANT	21.03.....	140
QUALIFIED PERMANENT OCCUPANT	21.04.....	141
PROLONGED ABSENCE/CONTINUING OCCUPANT	21.05.....	142
INTERPRETATION OF 21.05	21.06.....	142
HEALTH CARE PROVIDERS	21.07.....	142
NUMBER OF OCCUPANTS	21.08.....	142

ARTICLE I

**Your Responsibility to Rules
and Regulations**

DISCIPLINARY ACTION

- 1.01 The Homeowners Association Board of Directors may take disciplinary action against any resident or non-resident member of the homeowners association, or any tenant, for breach of any Rules and Regulations, By-Laws, CC&Rs or Articles of Incorporation, as provided herein. In all cases, however, the member (owner) is responsible for the actions of his or her tenants, as well as all guests, employees, invitees and other visitors of both the member (owner) and the tenant.

Disciplinary action authorized hereunder may consist of one or both of the following:

- a. A monetary penalty not to exceed \$100 for each case;
- b. Suspension of the right to use any facilities owned, operated or managed by the Homeowners Association for a period not to exceed thirty (30) days.

HEARINGS

- 1.02 Before any disciplinary action is taken, any member or tenant shall be entitled to a hearing before the Board of Directors or other persons designated by the Board of Directors. The hearing shall be held not less than fifteen (15) nor more than twenty (20) days after mailing, by first-class mail, the written notice of the nature of the violation, which notice shall also state the time and place of hearing. Any member or tenant shall have the right to appear at said hearing in person, by counsel, or both, and shall have the right to present evidence on his or her behalf orally or in writing.

MONETARY PENALTIES

- 1.03 Failure to pay any monetary penalty within ten (10) days after imposition thereof shall constitute a separate offense.

FEEs INCURRED

- 1.04 In addition to the remedies specified in these Rules and Regulations, the By-Laws or CC&Rs, any member or tenant found to be in violation of these Rules, the By-Laws or CC&Rs shall be liable to the Association for any and all attorney fees and other costs incurred in enforcing these Rules and Regulations, the By-Laws, or CC&Rs of the Association.

DELINQUENT FEES

- 1.05 Homeowner assessment fee is due the first of each month. A ten-percent (10%) or \$10 late fee (whichever is greater) shall be added if payment is received in the Association Office after the fifteenth of any month. A Late Notice will be mailed for all late payments. Accounts with a balance remaining after 30 days shall be charged interest at the rate of one percent (1%) per month.

Leisure Village/LVA Rules & Regulations

Delinquent accounts shall receive one reminder notice from the Association. After 60 days, delinquent accounts will be turned over to the Association Attorney for collection. At 90 days, a lien will be placed against the delinquent property. At 120 days, the Association will commence foreclosure proceedings against the property.

The Association may bring suit at law to enforce each such assessment obligation. Any judgment rendered in any such action shall include a sum for reasonable attorney's fees in such amount as the Court may adjudge against the defaulting Owner.

REVISION OF RULES AND REGULATIONS

- 1.06 As stated in Article III, Paragraph 3.5, Item (f) of the Declaration of Covenants, Conditions and Restrictions, these Rules and Regulations may be changed from time to time by the Board of Directors.



ARTICLE II

Security (General)

VISITOR ACCESS

- 2.01 Only those persons properly identified to enter Leisure Village shall be allowed access. All others will be stopped at the Main Gate. The resident will be telephoned for approval to allow a visitor to enter. If a resident cannot be reached by telephone, the visitor shall be denied admittance.

NOTIFICATION OF EXPECTED VISITORS

- 2.02 Residents shall call the Main Gate to notify the officer on duty that guests or trades people are expected on that day.

IDENTIFICATION

- 2.03 Identification of Leisure Village residents:
- a. All Leisure Village residents and employees shall properly identify themselves when requested to do so by an authorized Security Officer employed by Leisure Village.
 - b. Requests for identification shall be made for security purposes only and when the Security Officer is acting in the course of his/her normal duties.

RESTRICTED AREAS

- 2.04 Residents shall not enter the maintenance yard, machine shop, mechanics' area, and adjacent employee occupied area except by invitation of staff.

EMERGENCIES

- 2.05 In an emergency, (medical, fire, accident and water (Security Officers will attempt normal entry to a home by knocking or ringing at the front door. If no response, Security will try opening the door with the Master Key. If access is unsuccessful, Security will stand by until Emergency Response Units (police, fire, ambulance) arrive. The Emergency Response Unit will perform the forced entry to the home.

LOCK OUT

- 2.06 When a resident is locked out of his/her residence and requests assistance of the Staff,
- a. The Security Department has the sole responsibility for responding to the "lock out" call.
 - b. The fee schedule shall be established by the Board of Directors as stated in the Leisure Village Policy for "Lock Outs," dated October 7, 1996.
 - c. Fee is due and payable, by check, immediately after the service is performed. The check shall be made payable to the "Leisure Village Association, Inc."

USE OF VOICE RECORDERS

- 2.07 To ensure accurate reporting of incidents, Leisure Village Patrol Officers will carry voice-recording devices. Residents and guests may be vocally recorded while in the direct presence of any Leisure Village Patrol Officer.

ANONYMOUS DOCUMENTS

- 2.08 No Owner, Member or Resident shall distribute or post any anonymous document within Leisure Village, and no Owner, Member or Resident shall send any anonymous document via any means to any other Owner, Member or Resident, or to any Member of the Association's Board of Directors or Employed Staff containing threats of physical violence, threatening language, slanderous and or defamatory remarks, etc. Violation of this rule will result in notification to the appropriate governmental authorities and will be subject to disciplinary action as outlined in Rule 1.01.

ARTICLE III

Automobile Registration

DECAL

- 3.01 Leisure Village automobile decals are issued annually to resident owners upon proof of ownership of an automobile (registration) or to resident owners upon proof that a lease on an automobile is in the personal name of the owner. Decals will be issued to resident owners upon completion of the Emergency Notification form and delivering that form at the Association Office along with a copy of a valid current driver's license. Decals are limited to two (2) per lot. Additional resident-owned vehicles shall carry six-month passes.

REPLACEMENT VEHICLES

- 3.02 When a vehicle is replaced or residency is terminated, Security shall remove all Leisure Village Association decals. New decals on replacement vehicles shall not be issued until the old decal is turned into Security.

RESIDENT PASS

- 3.03 All vehicles not covered by the foregoing rules may be admitted to Leisure Village through a special Leisure Village resident's pass. This pass is to be reissued on an annual renewable basis.

SIX-MONTH GUEST PASS

- 3.04 Annual guest passes for frequent visitors and/or relatives may be obtained at the Main Gate or the Administration Office.
- a. Residents shall not provide annual guest passes to trades people, domestics, etc.
 - b. All renters with leases of one year or more shall be issued windshield decals after complying with the registration rules pertaining to the decaling of vehicles and with all other rules and regulations.
 - c. Revocation: Security may revoke any pass for any violation of the terms and conditions as written on the face of the application.
 - d. Qualified Leisure Village residents desiring passes for their frequent guests shall submit a completed application form for an annual guest pass to the Security Department.
 - e. No more than three (3) outstanding annual guest passes shall be issued per lot.
 - f. A resident wishing to cancel an existing annual guest pass may obtain a replacement by turning in the canceled pass along with the required application form to Security at the East Gate. Replacements will not be issued unless the canceled pass is turned in.
 - g. Annual passes must be visible and readable through the windshield at all times while the vehicle is in Leisure Village.
 - h. Annual guest pass holders are encouraged to use the East and West Gate locations. While using the Main Gate entrance, annual pass holders must use the visitor lane to be properly identified.
 - i. Annual passes remain the property of Leisure Village Association and must be surrendered upon request of a Leisure Village security officer.

SHORT TERM GUEST PASSES

- 3.05 Leisure Village Guest Passes are obtainable only at the Main Gate and carry the following conditions:
- a. The maximum time period of a guest pass is two weeks for family, friends and residents needing a personal temporary pass. The maximum time period for trade's people is one day. Guest passes for longer than the above time periods may be approved by the Chief of Security for special circumstances.
 - b. All guest passes must be pre-approved by a Leisure Village resident host.
 - c. Guest passes remain the property of Leisure Village Association and must be surrendered upon request of a Leisure Village security officer.
 - d. All guest passes must be visible and readable through the windshield at all times while the vehicle is in Leisure Village.
 - e. Leisure Village Association reserves the right to deny the issuance of any guest pass.
 - f. The Chief of Security shall determine and adjust the pass procedure as needed to enhance security and efficiency.

CONTRACTOR PASSES

- 3.06 Contractor passes may be provided for the following trades people such as home health caregivers, domestic caregivers, gardeners, home maintenance contractors upon completion and approval of a Leisure Village Contractor Pass Application. Contractor passes are not to exceed a six-month renewable period. The Safety and Security Department will determine the length of validity of each pass based on need and/or pre-defined renewal periods. Approved pass holders are not employed or endorsed by Leisure Village Association. The following conditions apply to all contractor passes:
- a. Revocation: Leisure Village Safety and Security Department may revoke any pass for any violation of the terms and conditions as written on the application.
 - b. Contractor passes remain the property of Leisure Village Association and must be surrendered upon request of a Leisure Village Security officer.
 - c. All contractor passes must be visible and readable through the windshield at all times while the vehicle is in Leisure Village.
 - d. Leisure Village Association reserves the right to deny the issuance of any contractor pass.
 - e. The Chief of Safety and Security shall determine and adjust the pass procedure as needed to enhance security and efficiency.

ARTICLE IV

Motor Vehicle Rules and Regulations

INFORMATION

- 4.01 These rules and regulations are for the safe movement of all vehicles and pedestrian traffic on the streets and roadways of Leisure Village. Motor Vehicle laws contained in the California Vehicle Code may be modified for Leisure Village. All persons driving a motor vehicle inside Leisure Village must have valid driver's licenses in their possession.

Leisure Village/LVA Rules & Regulations

RULES APPLICATION

- 4.02 All persons driving motor or other wheeled vehicles and bicycles are responsible for complying with these Rules and Regulations.

EMERGENCY VEHICLES

- 4.03 Right of Way:
- Emergency vehicles (LV Patrol, Fire Department, Ambulance and Police) have the right of way over all other vehicles and persons.
 - Emergency vehicles shall be identified by flashing lights — red, yellow, or blue as appropriate.
 - Vehicles shall pull to the right of the roadway and remain stopped until emergency vehicles with flashing lights have passed.

RV PARKING

- 4.04 Refer to Article VIII.

MAXIMUM SPEED

- 4.05 The maximum speed limits within Leisure Village are as follows:
- Residential areas within Leisure Village — 15 MPH.
 - Leisure Village Drive, Leisure Village Drive East and West, and Mountain View Drive — 25 MPH.
 - Lesser speeds as posted.
 - All Parking Lots and RV Lot — 5 MPH.

PARKING

- 4.06 Parking:
- Parking of vehicles is not permitted on Leisure Village Drive, Leisure Village Drive East and West or Mountain View Drive except where overflow parking is needed.
 - Right hand parallel parking (per California Vehicle Code 22502) is required in Leisure Village unless otherwise posted.
 - Do not park in any manner that would obstruct traffic or street sweeping. Vehicles parked on Leisure Village streets and that impedes sweeping, on street sweeping day, shall be cited for a monetary penalty. Monetary penalty applies to each occurrence. The penalty amount will be established by the Board of Directors annually.
 - Park within the confines of the painted white lines in parking areas.
 - Do not park on sidewalks.
 - Do not park in any manner to obstruct delivery of mail.
 - Parking is not allowed in any manner to obstruct a public or private driveway by any type of vehicle, except that of marked official vehicles, a bus, or taxicab as a common carrier. Residents and their guests may stop to load or unload passengers and/or miscellaneous items in front of the resident's driveway, and the vehicle must then be moved onto a driveway or to an authorized curb area.
 - The Administration Office and Recreation Center parking lots shall NOT be used for vehicle storage or overnight parking. Association Office parking is limited to only those conducting business at the office, and not for long-term parking.

- i. Color Codes:
 - (1) Red — no stopping or parking permitted.
 - (2) Yellow — stopping only for loading or unloading of freight or passengers.
 - (3) Green — limited to two (2) hours only, unless otherwise designated.
 - (4) White — parking area for buses only.
 - (5) Blue — Parking is allowed only if car is equipped with a handicapped placard
- j. Repairs to vehicles at resident's home, other than minor repairs, are not permitted.
- k. Anyone parking a vehicle in a Handicap Parking Space without fully displaying the required legal identification for permissible vehicles shall incur a monetary penalty for each such occurrence. Fine will be determined by the Board of Directors.
- l. Resident owned trucks as permitted in 8.01 (a) shall not be permitted to park for a period over one (1) hour when carrying any form of payload, or construction equipment.
- m. Guest owned trucks as permitted in 8.01 (a) 5 shall not be permitted to park for a period over ten (10) hours when carrying any form of payload that is visible to the public. This shall include, but is not limited to tarp-covered payload, or construction equipment.

WRITTEN CONTROL WARNING

4.07 California Vehicle Code:

- a. Leisure Village Association has adopted the California Vehicle Code as the rules of the road for LVA. California Vehicle Code shall be the basis for warning violators of traffic offenses; however, the Association shall not be limited to the use of that code only. The Association may enforce other traffic rules as established by the Leisure Village Board of Directors.
- b. The Chief of Security shall have all written traffic control warnings and citations recorded in the Security Office records.
- c. Traffic citations shall be written for all violations of the California Motor Vehicle Code and the Leisure Village Association, Inc. Rules and Regulations relating to the Code, including but not limited to the following infractions:
 - (1) Speeding in excess of posted limits.
 - (2) Failure to come to a complete stop at all points and/or corners, so marked or posted with a stop sign.
 - (3) Above violations apply equally to all vehicles, including but not limited to bicycles (either 2 or 3 wheels), mopeds, motorcycles, power golf carts, and commercial vehicles.
- d. Disciplinary action on all violations of the traffic code shall be enforceable for a time period beginning with the initial infraction and henceforth for a 24-month period. A new 24-month period will begin with the date of the driver's first violation following the end of the previous 24-month period.
- e. Monetary penalties covering power and non-power vehicles are determined by the Board of Directors and are listed on the schedule of Traffic Monetary Penalties, which may be changed at any time by the Board of Directors.
- f. There will be no deviation from Bicycle Rules and Regulations as listed under Article V of LVA Motor Vehicle Rules and Regulations currently in force, other than the monetary penalties as previously stated in this recommendation.

There will be no deviation from the standing rule that a host resident assumes responsibility for guests, employees or other service providers, when they violate Section 4.07 of the above Rules and Regulations.

POWERED VEHICLES

4.08 Powered Vehicles:

- a. Powered vehicles such as mopeds and golf carts shall not be driven on any of the Leisure Village sidewalks, paths, bicycle lanes or greenbelts.

Leisure Village/LVA Rules & Regulations

- b. Exceptions to this regulation can be given by the Leisure Village Association Board of Directors for those handicapped residents who need to park their vehicles in close proximity to the community recreational facilities.
- c. Bicycle racks located in the parking lots shall be used for moped parking at the Recreation Center.
- d. No one under the age of eighteen shall operate any motorized vehicle in Leisure Village. All operators of mopeds must be licensed drivers.
- e. Every powered vehicle such as mopeds, golf carts, and personal scooters operating on Leisure Village streets between one half hour before sunset and one half hour after sunrise shall be equipped with a lamp in front emitting a white light and red rear reflectors for safety.

PASSING

- 4.09 Passing on Leisure Village Drive and Mountain View Drive:
- a. No vehicle shall pass to the right of another vehicle traveling in the same direction of travel while on Leisure Village streets.
 - b. A vehicle may pass to the right of a stopped vehicle waiting to make a left-hand turn only if it is safe to do so.
 - c. A vehicle may pass on the left if all of the following conditions are met:
 - (1) The vehicle being passed is on the right side of the street and is going slower than 25 miles per hour;
 - (2) The vehicle passing does not cross the double yellow lines; and,
 - (3) The vehicle passing does not exceed 25 miles per hour.

ARTICLE V

Bicycle and Tricycle Rules and Regulations

BICYCLES AND TRICYCLES AS A VEHICLE

- 5.01 Every person riding a bicycle or tricycle on Leisure Village streets is subject to all the rules applicable to the driver of a vehicle.

EQUIPMENT

- 5.02 Every bicycle or tricycle operated on Leisure Village streets during the hours of darkness shall be equipped with both white and red reflectors. A lamp in the front emitting a white light is required for safety.

BICYCLE LANES

- 5.03 Bicycle Lanes:
- a. Every person operating a bicycle on a roadway shall ride as near the right side of the roadway as practicable with the flow of traffic. The use of the marked bicycle lanes is encouraged. These lanes should be used where provided.
 - b. Two abreast or side-by-side riding of bicycles thereby crossing into the motor vehicle lanes is unsafe and not permitted.



HANDLEBAR RIDER PROHIBITED

- 5.04 A person operating a bicycle or tricycle shall not ride other than astride a permanent and regular seat. No person operating a bicycle or tricycle on the Village streets shall permit any person to ride on the handlebars.

WALKWAYS

- 5.05 Riding a bicycle or tricycle on walks is permitted; however, the rider must at all times watch for pedestrians and yield the right-of-way. Bike lanes should be used whenever possible.

STOP SIGNS

- 5.06 Persons riding bicycles or tricycles must observe stop signs.

SKATEBOARDS, ROLLER BLADES AND ROLLERSKATES

- 5.07 Skateboards, roller blades, and roller skates are not allowed for use within Leisure Village.

USE OF BIKE LANES

- 5.08 Bike Lanes are provided for bike traffic only. Pedestrians, joggers, runners and those persons using wheelchairs or personal three or four wheel scooters are to use the unobstructed sidewalks along Leisure Village and Mountain View Drives at all times.

ARTICLE VI

Alterations and Additions to Homes

ARCHITECTURAL APPROVAL REQUIRED

- 6.01 Architectural Committee approval is required prior to making any exterior alterations or changes to structures or plantings on members' lots.

ARCHITECTURAL PERMIT APPLICATION

- 6.02 Residents must complete an Architectural Permit Application designating the firm to do the work, a representative of which is required to pick up the approved permit BEFORE work may be started. Complete construction detail shall be provided with permit application.

HOMEOWNER RESPONSIBILITY

- 6.03 Residents who make alterations and additions shall be responsible for all maintenance and repairs of the installation (CC&Rs Exterior Maintenance, Article III, 3.5).

CORRECTIVE ACTION

- 6.04 If homeowners are notified of a violation due to inadequate maintenance of items under their responsibility, they will be in violation of Sections 2.3 and 3.6 of the CC&Rs. If, after reasonable notice, the correction is not made, the Association will perform the work and seek to recover all costs.

CITY PERMITS

- 6.05 A building permit issued by the City of Camarillo shall be required on all applicable alterations or additions made on a Leisure Village home. The building permit must be on file with the Association prior to receiving final approval for the alterations or additions to be made.

INSPECTIONS

- 6.06 All exterior work will be subject to inspections by the Association. The homeowner will be held responsible for any deviations from the City of Camarillo building permit and/or the Association Architectural Permit, and any required corrections will be made at the homeowner's expense.

CLOTHESLINES

- 6.07 Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed, or maintained on any lot or common area.

ANTENNAS, OTHER DEVICES

- 6.08 Installation of antennas and other devices by individual homeowners must have prior approval of the Architectural Committee. This Committee may impose restrictions, as provided by law, as conditions for granting approval.

PATIO COVERS AND ENCLOSURES

- 6.09 Use of patio covers and enclosures will be allowed as approved by the Architectural Committee.

PAINTING LATTICE WORK

- 6.10 Homeowners who have installed a lattice-type wood patio cover are responsible for painting such latticework when the wood trim of the home is painted. The homeowner may arrange for the Association to have the patio cover painted, and all costs for this shall be paid by the dwelling unit owner.

REPAINTING AND REMOVAL OF DECORATIVE ITEMS

- 6.11 When the Association repaints a home or the trim, the homeowner shall be responsible for removing all objects that would inhibit the painting work such as pots, vines, planter boxes, ornaments, etc. If homeowner does not remove these objects, the work will be done by the Association, and the dwelling unit owner shall be responsible for all additional costs for such work.

CONSTRUCTION

- 6.12 Construction on all approved Architectural Permits must start within sixty (60) days after date of approval or be subject to cancellation. Canceled permits must be resubmitted for approval before construction may commence.

CONTRACTORS

- 6.13 Contractors doing business within Leisure Village are classified into two distinct categories:
- a. Contractors with contractual agreements with Leisure Village Association, Inc.
 - (1) Contractors SHALL NOT begin work before 8 a.m. and SHALL cease work by 5 p.m., and SHALL NOT work on Sunday or the following holidays: New Year's, Memorial Day, July 4th, Labor Day, Thanksgiving & Christmas except in case of emergencies.(Contractors include but are not limited to carpenters, masons, roofers, painters, gardeners, and landscape installers.)
 - b. Contractors hired by Leisure Village Homeowners/Residents.
 - (1) All contractors, except home health care professionals and domestic help, SHALL NOT commence work before 8 a.m. and shall cease work by 5 p.m.
 - (2) All contractors, except home health care professionals and domestic help, SHALL NOT work on Sunday, except in the case of emergencies.
 - (3) All contractors, except home health care professionals and domestic help who work on a nationally recognized holiday or religious holiday SHALL NOT perform any tasks which by their nature shall cause excessive noise, dust or other pollutants.
 - (4) Contractors include but are not limited to carpenters, mason, roofers, painters, gardeners, and landscape installers.
 - (5) All contractors are responsible for removing job site debris daily.

PERMIT

- 6.14 The Architectural Committee must approve all building modifications/additions as well as significant landscape plan alterations. These approvals will be controlled in the following

Leisure Village/LVA Rules & Regulations

manner. The Committee will develop specification sheets for each topic and these will be approved by the entire Committee. After approval, they will be forwarded to the Board of Directors for their review. The Committee will then administer all Architectural Permit Applications per the approved specifications. Any application which is not covered by an existing specification will not be approved until an approved specification is in place.

PATIO FENCES

- 6.15
- a. Certain patios visible from Leisure Village Drive or Mountain View Drive are required to have an Architectural Committee approved fence. (The list is available at the Administrative Office.) The fence must run parallel to the dwelling unit and its minimum length shall be no less than the length of the existing patio slab.
 - b. Those dwelling units that are required to have a patio fence, and currently do not have one, will be required to install a fence upon sale and prior to the close of escrow or provide an allowance adequate to cover cost of the fence in the escrow account for the new owner to install an approved fence. The new owner will be required to acknowledge that the allowance set aside in escrow is to be used to install an architecturally approved fence of their choosing. Within 90 days after the completion of the sale, if fence construction has not been completed, the allowance for the construction of a fence will be paid in favor of the Association for the sole purpose of constructing a fence.
 - c. Those certain patios visible from Leisure Village Drive or Mountain View Drive that are required to have a patio fence as outlined in (a) above and presently have a wood fence shall, at the time of sale or transfer of the property, as a condition of sale or transfer, the fence shall be replaced with one of either slumpstone or vinyl of a color matching slumpstone. If, at any time such wood fences require repair of over 50%, or replacement for any reason, the reconstruction or replacement shall be of slumpstone or vinyl.

ARTICLE VII

Landscape Changes

ALTERATION OF PLANTER BEDS REQUIRING LANDSCAPE PERMIT APPROVAL

- 7.01 Established Planter beds are designated separately, and extend from corner to corner of a house on each side measured diagonally, or within a separate area, such as along an entry sidewalk. Any alterations or additions to established homeowner planter beds shall have a Landscape Permit approved by the Landscape Committee.

MAINTENANCE OF INSIDE FENCED AREAS

- 7.02 The homeowner is responsible for landscape maintenance inside fenced areas and is permitted to landscape these areas without obtaining a landscape permit. Plantings are to be of such a nature that eventual growth shall not cause damage to structures, foundations, walks, common areas, or to persons entering the beds, and may be removed by Leisure Village Association at homeowner's expense if any damage occurs or is imminent. If any damage occurs Leisure Village Association shall not be responsible or liable. A violation letter shall be issued for non-compliance.

FULL MAINTENANCE ALTERATIONS

- 7.03 No homeowner or occupant shall plant or remove any trees, shrubs, bushes, plants, or otherwise landscape any portion of the established planter beds unless the homeowner of record obtains written permission through the Landscape Permit application process. Approved plans must be completed within two months (60 days) of the Committee approval date, or a new application and plan must be submitted to the Committee. Alterations may be of three (3) types as follows:
- a. **FULL LANDSCAPE MAINTENANCE:** Plantings of a low maintenance nature from the LVA Approved Plant List. Maintenance will be provided by Leisure Village Association and the plantings become the property of the Association at the time they are planted in the ground. Garden beds shall be located abutting and parallel to the rear fence or patio enclosure, or patio slab edge, with an approved Architectural Permit. The shape, size and placement of the garden shall be subject to the approval of the Landscape Committee through the use of a Landscape Permit. It is highly recommended that a 4-inch deep masonry garden edging to be placed around the planter bed (Architectural Permit needed). In the event that this new bed is contiguous to an existing bed, the edging shall wrap around the existing bed (Note: the edging may be either a curbing with an integral mowing strip or a six-inch concrete mowing strip. See Architectural Guidelines to Exhibit 10). The six-inch concrete mowing strips are intended as water, soil and termite barriers, and shall not be used for storage or placement of empty planter boxes, flower pots, or any other items. The homeowner shall have sole responsibility for maintaining and repairing the masonry edging and/or mowing strip. LVA and its employees shall be held responsible for damage to the masonry edging, mowing strip or planter material, even if damaged by mowers, edgers or landscape equipment or vehicles. Damage repair shall be accomplished within thirty (30) days. After 30 days, LVA may repair the damage at the homeowner's expense.
 - b. **APPROVED FOR YELLOW STAKE:** With this approval, the homeowner accepts the responsibility of shared maintenance of all APPROVED modifications that are considered to require higher maintenance than those on the LVA Approved Plant List. Such additions shall be limited to three (3) plants in each bed; otherwise it shall be a "red stake" area. The homeowner's responsibility includes, but is not limited to, complete care, including weeding and fertilizing of the added plants in the yellow stake



Leisure Village/LVA Rules & Regulations

area. Leisure Village Association will spray for ants, edge, weed, fertilize, and prune the rest of such area on a scheduled basis, provided, however, that Leisure Village Association shall not be liable or responsible for damage to the added plants. Paving rocks and stepping-stones may be added to planter beds under "Yellow Stake." Stepping-stones will be allowed if they will serve a practical purpose such as an approach to an outside water hose bib. Final discretion as to whether the proposed changes must conform to the above guidelines rests with the Landscape Committee. The planting of all fruit trees is no longer permitted after 12-31-96. Existing fruit trees are "Yellow Staked" and are the sole responsibility of the homeowner or occupant, both inside patio areas or in planter beds. It is the responsibility of the homeowner or occupant to dispose of all fallen fruit from their trees.

- c. APPROVED FOR RED STAKE: With this approval, the homeowner shall provide complete maintenance of the entire designated planter bed area. Plantings are to be of such a nature that eventual growth will not cause damage to structures, foundations, walks, common areas, or to persons entering the beds. Fruits and/or vegetables shall not be planted in open planter beds except inside unfenced patio areas and are limited to two (2) tomato plants each not over 40 inches high and 30 inches wide. Vegetable or fruit plants not in compliance shall be removed at homeowner's expense. The homeowner's responsibility for maintenance shall include, but is not limited to, weeding, pruning, and fertilizing. Leisure Village Association shall not treat for ants, snails, and spiders and is not responsible or liable for damage to plants or any other homeowner installed objects. Any additional material such as boxes, pots, decorative rocks, statuary, artifacts, or any other material not a part of approved planting added to a planting bed shall automatically cause such bed to be designated as "Red Stake."

GRANDFATHER CLAUSE

- 7.04 Any plantings, alterations or modifications in the common areas and completed in accordance with an approved Landscape Permit prior to May 1988 may remain so long as the plantings are properly maintained but shall be removed upon change of occupancy.

IRRIGATION ALTERATIONS

- 7.05 If irrigation alterations are requested by a homeowner for his or her convenience, the homeowner shall be responsible for payment in advance by a check payable to Leisure Village Association. All alterations to the irrigation system shall be performed by the Association.

FAILURE TO MAINTAIN

- 7.06 Whenever a homeowner fails or neglects to maintain a red stake or yellow stake planter bed in a manner acceptable to the Association, the homeowner shall be issued a violation letter by Building and Grounds. Failure to comply with the violation letter shall be remedied by LVA at the homeowner's expense.

SALE OF HOME WITH LANDSCAPE ALTERATIONS

- 7.07 If a homeowner makes any landscape alterations and subsequently disposes of the home, the owner is obliged to restore the landscape to an approved design through the Landscape Permit process at owner's expense. A written commitment from the new owner(s) to maintain a yellow-stake or red-stake area may be filed with LVA before the close of escrow.

DAMAGE

- 7.08 Leisure Village Association shall not be responsible for damage or drainage problems resulting from installation by the homeowner of rain gutters, patio covers, enclosed patios, or for drainage problems other than those directly caused by the irrigation system.

REPLACEMENT/REMOVAL POLICY

- 7.09 Trees, shrubs, plants or ivy shall be removed or replaced by the Landscape Maintenance Manager using the Sunset Western Garden Book and the LVA Approved Plant List for appropriate replacements. Removal shall be made only when plant materials are dead, terminally diseased, or if continued growth shall create a hazard to Association property, persons or structures, or if it is determined that the material is too costly to maintain. At any time when major tree and/or shrub replacement is requested by an owner, a Landscape Permit application shall be filed. Such removal and replacement program shall be accomplished in conjunction with and upon such schedule that shall not interfere with the regular ongoing maintenance schedule.

USE OF OUTSIDE CONTRACTOR

- 7.10 Upon approval of a Landscape Permit Application, homeowners may remove plant materials or trees for reasons other than those stated in Section 7.09, at their own expense including removal, replacement, and labor costs. Any approved replacement tree shall be replanted in the area designated by the staff. All work shall be performed by other than Leisure Village personnel at the homeowner's expense.

VIOLATION OF RULES/BUILDING AND GROUNDS

- 7.11 The Buildings and Grounds Committee is responsible for monitoring compliance with these rules.

ARTICLE VIII

**Recreation and Commercial
Vehicle Parking**

DEFINITIONS

- 8.01 Recreation and Commercial Vehicles:
- a. Recreation and commercial vehicles include motor homes, house cars (vehicles with living accommodations), campers, panel vans, trailer coaches, camp trailers, boats, boat trailers and all other classes of trailers, pickup trucks with slide-in campers as well as all vehicles carrying commercial license plates. Street parking permits are required for all of the above.

The following vehicles do not require street parking permits:

- (1) Autos with commercial plates
- (2) Full-size passenger and mini-vans
- (3) Station wagons
- (4) Vehicles bearing handicap license plates or displaying disabled person placards
- (5) All pick-up trucks used for non-commercial purposes, and in compliance with 4.06 (l) and 4.06(m).

Leisure Village/LVA Rules & Regulations

PARKING REQUIREMENT IN RV LOT

8.02 RV Lot:

- a. Recreation and commercial vehicles shall be assigned an available space in the RV Lot and are required to park in that assigned space. If no spaces are available, recreation and commercial vehicle owners shall obtain parking outside of Leisure Village at the owner's expense. A small towed car can be assigned a space for storage on a space availability basis. If no spaces are available, small towed cars will park at their Village Street Address.
- b. Resident shall furnish the following information annually to Security before being assigned a space in the RV Lot:
 - (1) Current registration for the vehicle, as well as for any required tow vehicle. The registration must bear the names of Leisure Village residents only.
 - (2) Trailer coaches, camp-trailers, boats on trailers, and all other classes of trailers are permitted only upon proof of the resident's ownership of a tow vehicle.
 - (3) Proof of insurance with a minimum of public liability and property damage. The insurance must show the names of Leisure Village residents only. Proof of insurance will also be required for guest RV parking.
 - (4) Valid California Driver's License showing a Leisure Village address for one of the residents.
- c. All resident vehicles parked in the RV Lot must be decaled, by the Leisure Village Security Department each year. No decal is to be issued to a vehicle, boat, etc., with a delinquent license.
- d. Priority List — a priority list for RV Lot parking shall be instituted and maintained by the Security Department.

LOADING/UNLOADING IN RESIDENTIAL AREAS

8.03 Loading and Unloading:

- a. No loading or unloading of recreation and commercial vehicles in residential areas is permitted between 9 p.m. and 8 a.m.
- b. Residential area parking shall not start before 8 a.m. for loading or unloading and shall not exceed six (6) hours. A parking permit must be obtained at the Main Gate if such loading or unloading takes in excess of one (1) hour. A six (6) hour loading or unloading permit can be used in combination with an overnight permit.
- c. In the case of overnight parking, a RV Parking Permit must be obtained at the Main Gate on a 24-hour basis. It is not necessary to bring your RV when requesting a parking permit. Permit must be displayed so as to be visible at all times while parked on Leisure Village streets.
- d. Overnight parking shall not begin before 6 p.m., except pursuant to a six (6) hour permit issued under subdivision b. above.
- e. Vehicles parked in the residential area, per permit, shall be located so as not to interfere with ingress and egress to and from a neighbor's driveway and must not block the curbside mailboxes or refuse receptacles.

GUEST PARKING

- 8.04 Guest parking will be permitted for ten (10) hours without a visitor permit for the following vehicle types when used for personal transportation: full-size vans and pick-up trucks with commercial plates. Guests with any other type of recreational vehicle must obtain a parking permit after having parked one (1) hour on any LV street or driveway.

VANS FOR HANDICAPPED

- 8.05 A special purpose decal will be issued for a van which is the only practical means of transportation for a handicapped resident, subject to the approval by the Chief of Security or the Officer in charge.

VIOLATION OF TIME LIMITS

- 8.06 Time Limits:
- When a vehicle is found to be in excess of the applicable time limit, Security Patrol will give an oral warning.
 - One hour later, if the vehicle is still parked, the Patrol will issue a written citation.

OCCUPYING VEHICLE

- 8.07 No sleeping, living, camping, cooking, etc. permitted in any recreation or commercial vehicle while parked on any common property in Leisure Village.

NUMBER OF VEHICLES

- 8.08 Storage of Vehicle(s):
- Residents are permitted to store more than (1) recreation or commercial vehicle in the storage area, as space is available.
 - Residents storing more than (1) recreation or commercial vehicle in the storage area shall be required to remove all such vehicles over (1) when 315 of the 335 available spaces in the storage area are in use.
 - Only permanent residents/permissible occupant/permanent occupant living in Leisure Village shall be entitled to a permanent space.
 - An owner leasing a home forfeits rights to a space in the RV Lot and must remove any recreation and commercial vehicle from the RV Lot and return gate key, remote gate control device and decal.
 - All recreation and commercial vehicle licenses and LVA issued decals must be current. After a license and/or decal have expired the registered owner will receive oral notice of such expiration, followed by a letter. If no reply occurs after (10) days from initial notice, the registered owner may be subject to a monetary penalty as described in Article 1 of the LVA Rules and Regulations.

HEAVY/PASSENGER VEHICLES

- 8.09 Vehicles used to transport livestock, construction vehicles, other heavy vehicles, and passenger automobiles are not permitted use of the RV Lot, except as provided in Section 8.11 and 8.14.

SECURITY

- 8.10 RV Lot:
- For security reasons, gates must be locked upon entering and leaving the RV Lot.
 - MAXIMUM SPEED within the RV Lot is (5) miles per hour.
 - The Association is not responsible for any damage or theft in the RV Lot. If damage or theft occurs, the vehicle owner shall call Security who will notify Camarillo Police Department.
 - In the interest of security and safety, all gasoline containers, tanks, tarps and other appendages pertaining to the operation of the recreation and commercial vehicle

Leisure Village/LVA Rules & Regulations

- must be stored in a locker to be furnished by the owner. The locker shall not have a volume exceeding 36 cubic feet and shall be located entirely within the assigned space. The locker shall be painted and built to the specifications approved by LVA.
- e. Residents shall be issued a key and/or remote gate control device to the locks when assigned a space in the storage area for a recreation or commercial vehicle. Deposit is required for keys and remote control devices.
 - f. Tire protectors shall be made of plywood, vinyl, or similar material and shall be properly attached to prevent removal by wind. When removed, the tire protectors shall be properly stored.
 - g. Residents are prohibited from duplicating the key and remote control device to the RV Lot gate.
 - h. Lost keys and remote controls must be reported to the Security Department immediately. A replacement fee for a lost key or remote device shall be paid to the Association.
 - i. For security reasons it is necessary to change the locks or remote control device code on the RV Lot gates. Keys to the new locks or remote devices will be issued to qualified users of the storage area upon payment of the pro-rata costs of the new locks and keys of any new type of remote control device.

NON-RESIDENT OWNED VEHICLES

- 8.11 The Leisure Village Association Board reserves the right to authorize other than resident-owned RV's or commercial vehicles to park in the RV Lot.

SERVICING

- 8.12 Minor repairs, minor installations, and minor RV servicing in the RV Lot shall be permitted.

SUPERVISION/INSPECTION

- 8.13 Inspection and reporting of the RV Lot shall be under the jurisdiction of the Safety and Security Committee.

PERSONAL AUTOS

- 8.14 Residents with permits to park recreation and commercial vehicles in RV Lot may park personal autos in their assigned space while on vacation.

MOVING VAN HOURS

- 8.15 Moving vans transporting household goods into or out of Leisure Village may enter no earlier than 8 a.m. and must exit no later than 9 p.m.

ARTICLE IX

Recreation Center

NO SMOKING

- 9.01 Smoking is not permitted in any of the enclosed areas of the Recreation Building, including the rest rooms. Violations are subject to disciplinary action in accordance with Article I, Sections 1.01 through 1.05.

REQUEST TO USE FACILITIES

- 9.02 It is necessary to request use of the recreation facilities through the Recreation Office. Recreational facilities are primarily for the development of educational, social, cultural, and recreational programs. If there should be any doubt as to the nature or intent of a requested program, the Leisure Village Board of Directors reserves the right to review said request and may, in their judgment, cancel said reservation with notice.

CLUB/ORGANIZATION

- 9.03 Membership in any club, group, activity and/or organization using LV facilities will be restricted to Leisure Village residents. Any resident may hold office in said clubs, groups, or organizations.

GAMES OF CHANCE

- 9.04 No resident or club may conduct games of chance, which are in violation of the City of Camarillo or California State Penal Code, within the community facilities.

NON-RESIDENT INSTRUCTORS

- 9.05 Residents, Clubs, Groups, and Activities applying for use of a recreation facility, for activities involving the services of outside instructors, must submit a request to the Education and Recreation Committee and receive approval from the Board of Directors.

COMMERCIAL ENTERPRISES

- 9.06 Using the Recreation Center facilities for commercial or profit-making enterprises, merchandising, selling tickets, conducting games of chance, holding partisan political functions, charitable events, religious services, or functions where any admission or individual charge is made is prohibited unless permission is granted by the Board of Directors.

ADVERTISING DISPLAYS

- 9.07 No retail, wholesale or discount vendor will be permitted to display products or advertising unless approved by the Board of Directors.

EQUIPMENT USE

- 9.08 All equipment in the recreational hobby shops must be used in the craft rooms and cannot be loaned for use in homes or elsewhere.

TOOLS

- 9.09 Machinery and some tools will be supplied in the craft shops, but all materials necessary for construction of a project will be furnished by the resident.

CLUB RESERVATIONS

- 9.10 All clubs meeting on a regular basis must submit a reservation request for each recreation room to the Recreation Facilities Manager by April 1 of each year. At the same time, they

Leisure Village/LVA Rules & Regulations

must also submit the names of all officers, controlling Committee members, updated membership roster, and the latest By-Laws or description of how the group functions and a year-end financial statement.

- a. The rooms will be assigned as stated in 9.10 and at the discretion of the Recreation Facilities Manager.
- b. Approved Clubs, Groups and Activities shall be allowed to schedule space once per week.
- c. Recreation Office shall provide confirmation of room assignments to approved Clubs, Groups, or Activities for which such assignments were made for the year.
- d. Residents desiring use of recreational facilities for social functions on an individual or group basis must contact the Recreation Office for availability and scheduling, except that the use of the Assembly Room requires Board approval. Village Residents' Block Parties are not considered Private Parties.

ROOM ASSIGNMENTS

9.11 Room assignments shall be made to better facilitate the needs of Leisure Village in the use of meeting rooms at the Recreation Center. The following order of priority shall be given for assignment of rooms:

- a. Official Board of Directors Business
- b. Standing Committees
- c. Subcommittees
- d. Board approved Clubs and Groups
- e. Board approved Activities
- f. Other Activities or Homeowner Use

The following Guidelines shall be used by the Recreation Facilities Manager in the assignment of rooms:

- a. Size of the organization will be taken into consideration when determining room assignment.
- b. Specific needs will be taken into consideration. Example: Use of specific equipment (movie screen, dance floor, keyboard) must be indicated at the time of the request.

Two working days prior to the scheduled event, no change in room assignment will be made unless both parties voluntarily agree. The Recreation Facilities Manager can make changes at any time. Final responsibility for the assignment of rooms rests with the Recreation Facilities Manager.

USE OF COMMUNITY FACILITIES FOR FUND RAISING

9.12 Use of community facilities is limited to Leisure Village residents and their guests.

- a. Advance approval for the use of facilities must be secured in writing from the General Manager or his designee.
- b. Proceeds from fund raising activities must be used solely to further the objectives of Association approved organizations.
- c. Rules for ticket sales:

The procedure for ticket sales by approved Clubs, Groups, Activities sponsoring events open to all Leisure Village residents and utilizing Association facilities is as follows:

- (1) Front row seats for on site activities shall be made available to vision-impaired residents and one companion. After that time, those seats shall be available for general sale.
- (2) One day before open sales, members of the sponsoring organization and volunteers for that event may purchase up to two tickets per lot.

Leisure Village/LVA Rules & Regulations

- (3) Dates of open sales to residents shall be announced in advance of the event. Residents may purchase two tickets per lot. These tickets shall be available on a "first come" basis. Single residents may purchase two tickets.
 - (4) No tickets shall be advertised or sold to non-residents. Residents may purchase tickets for non-resident family and friends, attending as their guests, only after all residents have had the opportunity to purchase tickets as described in #3 above.
 - (5) All residents shall have equal opportunity to participate in and enjoy Leisure Village open events.
- d. Private events using Association Facilities must be sponsored by homeowners or approved organizations. These events require Board approval and payment to the Association of the Board established fees applicable to the assigned facility.
 - e. Any variation from Rule 9.12 must have prior written approval from the Board of Directors.

SET-UP/CLEAN-UP FEES

- 9.13 The Leisure Village Association Board of Directors shall establish and publish periodically fee charges for room and facility rental, special set-up fees, and janitorial fees. Additional cleaning deposits may be requested for some special use activities.
- a. All fees and charges are set and evaluated periodically by the Board of Directors. Administrative employees then process room use applications and collect required fees.
 - b. "Resident Block Parties" are not considered private parties and are excluded from fee charges.

EQUIPMENT

- 9.14 Equipment of the Leisure Village Association, Inc. shall not be removed from the Association common property for any use.

LAPIDARY EQUIPMENT CHECK-OUT

- 9.15 Check-out Requirements for Lapidary Equipment:
- a. Purpose: to protect equipment from damage and excessive wear and to prevent injury to operators.
 - b. Check-out Procedure: Completion of a basic class in lapidary, as well as responding to questions concerning the applicant's past experience with lapidary equipment and knowledge gained in the basic lapidary class. The applicant must then demonstrate satisfactory skills and knowledge by actual use of each machine on a stone under the supervision of an approved lapidary check-out person.
 - c. Control Procedure: A check-out verification notice will be issued to each applicant upon satisfactory completion of check-out. The Recreation Office shall issue a key to each qualified applicant, upon \$2 deposit, for access to the electrical switch box. The Recreation Department shall maintain a file of qualified key holders.
 - d. Lapidary Shop Rules:
 - (1) Slab Saw 10-inch and 18-inch:
 - (a) Rock must be solid in vise prior to cutting.
 - (b) Oil must be 1/4 to 1/2 inch above the bottom edge of the blade.
 - (c) Maximum size rock on large saw is 6 inch, maximum size rock on small saw is 3 inch.
 - (d) Do not open cover when saw is running.
 - (2) Trim Saw:
 - (a) Wear safety goggles.
 - (b) Be sure saw throws a 3-inch stream of oil.

Leisure Village/LVA Rules & Regulations

- (c) Stone must have a flat bottom. Hold securely with both hands and guide so as to make a straight cut.
- (d) Maximum slab thickness is 1/2 inch.
- (e) Avoid excessive pressure on stone against trim blade.
- (3) Grinding:
 - (a) Wear safety goggles.
 - (b) Step aside when starting wheel.
 - (c) Water spray must cover entire grinding surface.
 - (d) Grind across full surface of wheel.
 - (e) Turn off water before stopping wheel.
 - (f) Wheel must be turned when out-of-round condition is detected.
- (4) Sanding Wheels:
 - (a) Wear safety goggles.
 - (b) Check sanding belts for torn surfaces.
- (5) Polishing Wheels:
 - (a) Wear safety goggles.
 - (b) Wash hands and stone before using equipment to avoid contamination of grit.
 - (c) Clean wheel before use.
 - (d) Cover wheels when not in use.

WOODSHOP EQUIPMENT CHECK-OUT

9.16 Check-out Requirements for Woodshop Equipment:

- a. Purpose: to prevent injury to operators and to protect woodshop equipment from damage and excessive wear.
- b. Check out procedure for all equipment: The resident must answer questions concerning past experience with woodworking and shop equipment. The applicant must then demonstrate satisfactory skills and knowledge by actual use of each machine for which approval is desired under the supervision of an approved checkout person.
- c. Control procedure: A check-out verification notice will be issued to each applicant upon satisfactory completion of checkout on desired machine(s). The applicant may use only those machines indicated on this form. The Recreation Department shall issue the appropriate keys upon \$2.00 deposit to each qualified applicant for access to the equipment and electrical control boxes. A list of qualified key holders will be maintained by the Recreation Department.
- d. Residential Requirements: Only residents of Leisure Village may be approved for use of woodshop machines.



Leisure Village/LVA Rules & Regulations

- No non-resident relative, associate, guest or acquaintance may use the machines, regardless of whether they are accompanied by a qualified resident.
- e. Upon observance of dangerous activity of any kind by a woodshop user, a Woodshop Committee member shall request that the activity be stopped immediately. Failure by the user to halt the dangerous activity will result in the shutdown of the shop power box, and a request to Village Safety and Security Services to cause the removal of the person(s) from the shop. Safety and Security Services shall forward the incident report to the General Manager who may recommend to the Board of Directors that appropriate disciplinary action be taken in accordance with rules 1.01 through 1.04.
 - f. Damage to any machine(s) or the woodshop facility caused by misuse or unacceptable activity or behavior by a user shall be repaired by the Association and billed to the user by the Association.
 - g. Repeated violation of safe operating procedures and these rules shall be cause for suspension or cancellation of woodshop privileges.
 - h. No hand tools may be removed from the woodshop.
 - i. An individual's work shall be confined to one (1) bench only.
 - j. Safety guards must be used on all power tools where provided and may not be removed or disabled.
 - k. Loose clothing shall be tucked in, belted or removed when using power tools and equipment.
 - l. An eye shield shall be used with all power tools and equipment.
 - m. Tree stumps and limbs shall not be cut on power machines.
 - n. Prior to machining all wood products shall be examined for metal components and scanned with the shop metal detector.
 - o. The shop and all machines must be left in absolutely clean condition before leaving.
 - p. Woodshop Committee members may ask for identification and may verify status of anyone found working in the woodshop.
 - q. The woodshop is closed to all but Woodshop Committee members during community service hours.
 - r. Woodshop hours of operation are 8 a.m. to 10 p.m. daily and are subject to change at any time by the Board of Directors, to accommodate the needs of the community.

KITCHEN

- 9.17 The kitchen shall be kept locked at all times, except when in use by an authorized club/group/activity or organization that has made a reservation at least 24 hours in advance to use a key. Key will be checked out through the Recreation Office. Under no circumstances is the key to be given to any other person than the sponsoring resident. Keys are to be returned in accordance with the "NON-CATERED AFFAIRS" or "ALL CATERED AFFAIRS AGREEMENT" as applicable. The sponsoring resident owner will accept full responsibility for any missing items or damaged equipment and see that the kitchen is left in an acceptably clean condition.
- a. Non-Catered Affairs Agreement:
 - (1) A cleaning deposit will be required for use of the kitchen facilities as well as the BBQ grill and surrounding areas.
 - (2) LVA staff is responsible for periodical "in-depth cleaning" of the kitchen equipment, the BBQ grill, and surrounding areas.
 - (3) Barbecuing by residents and/or caterers in the parking lots is prohibited at all times.
 - (4) Upon completion of the event, the completed Village checklist will be returned to the Recreation Office. If kitchen is found to be left in an acceptably clean manner, the cleaning deposit will be returned within three to five days following the event.

Leisure Village/LVA Rules & Regulations

- (5) The cleaning deposit will be required of all clubs/groups/activities and organizations. This deposit is to be established by the Board of Directors. If the condition of the kitchen is not acceptable, an amount will be charged depending on the number of hours required by staff to return the kitchen to an acceptable condition.
 - (6) Refer to the "CATERED AFFAIRS AGREEMENT" for further details. A copy is available in the Recreation Office.
- b. All Catered Affairs Agreement:
- (1) A cleaning deposit will be required for use of the kitchen facilities as well as the BBQ grill and surrounding areas, and a fee charged for trash removal.
 - (2) LVA staff is responsible for periodic "in depth cleaning" of the kitchen equipment, the BBQ grill, and surrounding areas.
 - (3) Barbecuing by residents and/or caterers in the parking lots is prohibited at all times.
 - (4) All non-resident caterers must have a current City of Camarillo business license, a valid Ventura County Environmental Health Department certificate, and a current certificate of insurance of not less than \$1,000,000.
 - (5) The cleaning deposit will be required of all clubs/groups/activities and organizations. This deposit is to be established by the Board of Directors. If the condition of the kitchen is not acceptable, an amount will be charged depending on the number of hours required by staff to return the kitchen to an acceptable condition.
 - (6) Refer to the "CATERED AFFAIRS AGREEMENT" for further details. A copy is available in the Recreation Office.



CERAMIC ROOM

- 9.18 Ceramic Room:
- a. Cleanliness is a must.
 - b. Do not handle any ceramic piece other than your own.
 - c. Keep drying projects, firing material, finished projects, etc., in a special designated area.
 - d. Replace supplies or equipment to their proper places immediately after use.
 - e. Firing in kilns is restricted to those who have been certified in use of the kilns.
 - f. Write name, phone number and service desired on a piece of paper, and place the paper on "firing shelf" with the ceramic project. Write your initial on bottom of "greenware."

Leisure Village/LVA Rules & Regulations

- g. Guests may not use the Ceramic Room.
- h. Schedules of the use of the kilns by the workshops as designated by the "Firing Committee," will be posted on the Ceramic Room bulletin board and in the kiln room. Changes to the schedule will be made only by the Chairperson or designate.
- i. Any member requesting a permanent change to the schedule will contact the Chairperson, who will call a meeting of the "Firing Committee" to consider the change.
- j. All unscheduled special firings (e.g. Porcelain Dolls, China Painting, Decals) will be scheduled by the Chairperson or designee. Firing will be open to all Villagers. The Chairperson will, when possible, place a notice on Channel 12 one week prior to the firing.
- k. A kiln should be full to be fired. No firing shall be done with less than a 3/4 full load.
- l. Keys are not transferable and must not be duplicated. Keys must not be loaned to others.

BILLIARD ROOM

- 9.19 Billiard Room:
- a. Food, refreshments, and beverages of any kind are not permitted in the Billiard Room.
 - b. No activities other than Billiards, darts and pool are permitted in the Billiard Room at any time.
 - c. The Billiard Room will close at 11:55 p.m. All players' vehicles must be removed from the Recreation Center parking lot by Midnight.
 - d. Guests under the age of 18 are restricted from the Billiard Room.

TRAVEL COMMITTEE

- 9.20 Travel Committee:
- a. The Travel Committee shall conduct a non-profit program of travel which will include trips to a wide variety of educational and entertainment locations and events.
 - b. No member of the Travel Committee shall profit from participation on the Committee. Any Member found in violation shall be immediately removed from the Committee.
 - c. No member of the Travel Committee shall take part in the arrangement of trips sponsored by Leisure Village clubs, groups, activities, or any other organizations that use Leisure Village facilities in the conduct of such trips.
 - d. Only clubs, groups, or organizations approved by the Leisure Village Board of Directors are entitled to sponsor trips, but all such trips must be approved by the Travel Committee.
 - e. To schedule trips properly, written notification using the prescribed forms must be submitted to the Travel Committee at least 60 days prior to trip departure.
 - f. Any conflict regarding the date or time of scheduling trips shall be resolved by the Chairman of the Travel Committee.
 - g. No bus or other transportation shall be permitted to enter Leisure Village unless a copy of an insurance endorsement with \$10,000,000, coverage of public liability, specifying the Leisure Village Association as a named co-insured and certificate holder, is filed with the Chairman of the Travel Committee and with the LVA Administrative Office. No one shall be permitted to use any Leisure Village facility for loading or unloading passengers without full compliance with the above.
 - h. When Leisure Village facilities are used by clubs, groups, activities or organizations, the Chairman of the Travel Committee shall approve the right to use such facilities, so long as sections (e), (f), and (g) are complied with.
 - i. Trip participants may park their cars in the designated parking area with approval of an application for a parking permit to be visibly displayed on the instrument panel in the car and provided that the parking spaces are available.

Leisure Village/LVA Rules & Regulations

- j. The Travel Committee shall have jurisdiction over all travel and trips for which transportation is provided by Leisure Village or when Leisure Village facilities are used.
- k. Only Board of Directors approved clubs, groups, activities or organizations may use Leisure Village facilities for advertising trips.
- l. The Travel Committee shall provide the Recreation Facilities Manager with a timely listing and schedule of all buses entering the Village.
- m. A two dollar (\$2) per person penalty is charged for each cancellation before the "cancellation date". Cancellation after the "cancellation date" will require payment of all charges incurred unless the seat is resold.

RECREATION CENTER SECURITY

- 9.21 Facilities and rooms in the Recreation Center shall be locked nightly at 10 p.m. (except the Billiard Room and Social Hall), unless an activity has been scheduled with the Recreation Office to extend beyond that hour. In that case, only the other rooms shall be closed and participants in the scheduled room may remain until the end of their activity. It shall be the responsibility of the sponsor of the event to call the Main Gate when the group is ready to leave, asking that an officer come and lock the room. Someone must be designated to remain until this has been accomplished. The Lapidary, Ceramic Room, and Woodshop shall be closed nightly at 8 p.m.

USE OF RECREATION FACILITIES BY OUTSIDE ORGANIZATIONS

- 9.22 Officially approved clubs, organizations or groups may host outside clubs, organizations or groups to share the use of the recreation facilities of Leisure Village under controlled circumstances. The club will first submit a request to the Education and Recreation Committee for investigation and analysis. The recommendation of the Education and Recreation Committee will be sent to the Leisure Village Board of Directors for their action. A time and date shall be determined in advance of Board action so as to insure minimal interference with normal use of facilities. The use of our recreational facilities for such purpose shall be limited to not more than one user per year per club. The Leisure Village host club shall be responsible for invited clubs at all times while in Leisure Village.

COPY SERVICE PROCEDURE

- 9.23 Procedures to follow when needing to make copies:
- a. The copy machine located in the Recreation Center Office Lobby is for use by residents.
 - b. The office staff will train residents on how to use the machine. It will handle 8 1/2" X 11" & 8 1/2" X 14" paper. Print can be reduced or enlarged. Copies can be single or double sided. The machine collates pages and will even staple them.
 - c. The cost for private use is \$0.15 for an 8 1/2" X 11" or \$0.20 for an 8 1/2" X 14" per copy. After making photocopies please check with the Recreation Staff who will calculate and collect the cost.
 - d. Standing Committees will follow the above procedure except that the total copies will be recorded in the Copy Log.
 - e. Approved clubs, groups and activities may also make a limited number of copies, following the above procedure.
 - f. Copies on 11" X 17" or enlargements to that size will be done by the office staff on the office copy machine at the cost of \$0.25.

ROOM SET UP

- 9.24 Room Set Up Sheets:
- a. All room set up sheets shall be submitted in writing to the Recreation Office at least five (5) working days prior to the activity.
 - b. Clubs, groups, and activities shall identify all room set up and decorating time required on each reservation form. Set up and decorating time shall be assigned on a space available basis and to make maximum use of staff time. A new set up sheet is required for any changes in a room set up.

HOLIDAYS

- 9.25 All recreational facilities shall be open to residents on the following holidays: New Years Day, Presidents' Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas. There is no Recreation Staff on duty on these holidays.

FINANCIAL RECORDS

- 9.26 Financial Record Keeping, Reporting, and Review Procedure for Approved Clubs, Groups and Organizations.
- a. The following financial record keeping is established as a minimum requirement for all Leisure Village clubs, groups and organizations approved by the Board of Directors.
 - (1) All receipts shall be identified by source.
 - (2) All receipts shall be deposited intact in a bank. Clubs, Groups or Organizations with receipts of less than \$1,000 in the preceding calendar or fiscal year are exempt from this requirement, and the following subparagraphs, 3 and 4.
 - (3) All disbursements shall be made by check, or from Petty Cash, which is replenished by check as needed.
 - (4) Two Officer signatories shall be required on the bank account.
 - (5) Shall maintain a file of original documents to support disbursements.
 - b. Calendar or fiscal year financial reports, including a reviewer's evaluation, shall be filed with the Recreation Facilities Manager by all Clubs, Groups and Organizations in a timely manner, prior to making annual room reservations. If reports are not filed annual room reservations will not be granted. The year-end financial reports, and review reports, shall be filed in the club's, group's or organization's Association records.
 - c. Reviewers for each club, group and organization may consult with the Finance Committee for guidance on record keeping, reporting, or reviewing procedures.
 - (1) The reviewer shall be chosen by the Club, and the reviewer's evaluation shall include a description of the examination procedure used.
 - (2) The Recreation Facilities Manager will give the reports and evaluations to the Finance Committee for their review.
 - (3) Resultant Finance Committee comments or recommendations for any actions suggested, will be given to the Education and Recreation Committee, with a copy to the Club, Group or Organization and to the Board of Directors.

SEWING ROOM

- 9.27 Sewing Room Rules:
- a. A training session is required to use the New Home machines.
 - b. Cards will be issued to those who attend a training session and learn to operate the new machines.
 - c. The card will entitle the person to a key. A deposit will be required to receive a key. Keys are issued in the Recreation Office.

Leisure Village/LVA Rules & Regulations

- d. Keys will unlock the sewing equipment cupboard. Keys are not transferable. Keys must not be loaned to others.
- e. All equipment must be returned to the locked cupboard.
- f. Leather, plastic, or vinyl material should not be sewn on these machines.
- g. All persons should purchase their own bobbins and needles. Only New Home bobbins can be used. Schmetz needles are recommended.
- h. The tension of the machines should not be changed.
- i. If the buttonhole gauge is used, the width must be kept at #4 only.
- j. When operating the machine, always turn the wheel toward you.
- k. Place your name on the sign-up sheet when you use the New Home machines. If the rules are not observed, disciplinary action could be taken.

COMPUTER CLUB

9.28 Computer Club Rules:

- a. The Computer Room is available from 6 a.m. to Midnight.
- b. The Computer Club manages and schedules the activities of the room including classes, meetings and personal use by residents.
- c. A resident, upon demonstrating the skills necessary to operate the equipment at the Computer Club, may receive a key to the Computer Room. Keys are issued at the Recreation Center Office.

RECREATION CENTER LIBRARY

9.29 Library Rules:

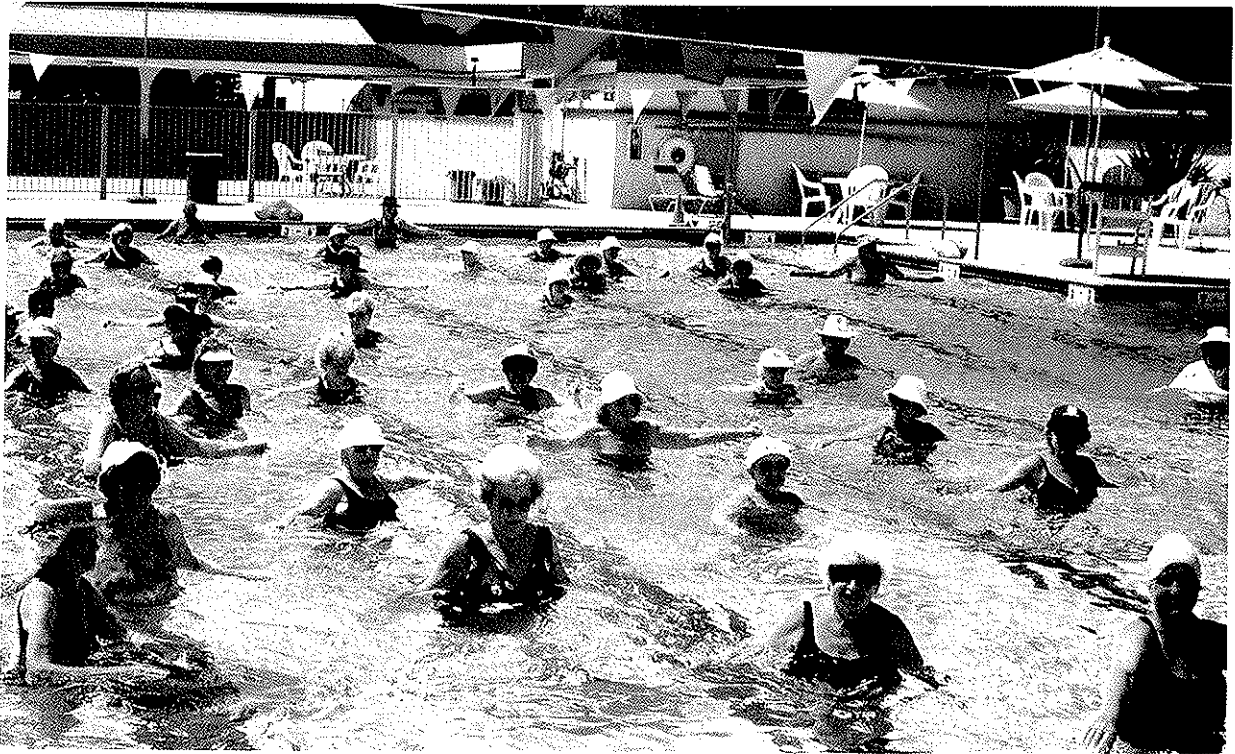
- a. No activities other than reading, working puzzles, and quiet conversations are permitted in the library. No card playing or games of any kind are allowed in the Library.
- b. Food, refreshments, and beverages of any kind are not permitted in the Library.



RULES OF CONDUCT FOR BINGO

9.30 Rules of Conduct for Bingo games at Leisure Village Association:

- a. The total value of prizes awarded to each individual during the conduct of any bingo game shall not exceed two hundred fifty dollars in cash or kind, for each separate game which is held.
- b. All bingo games shall be open to the public.
- c. No person under the age of eighteen years shall be allowed to participate in a bingo game.
- d. For a bingo to be recognized the caller must be made aware of the bingo.
- e. The last number called must be a part of the winning bingo.
- f. Persons with a winning bingo must inform the caller of said bingo prior to the game being closed or the next number ball being called. Failure to comply with this provision will result in non-payment to the person(s) holding said winning bingo.
- g. To enable all players to clearly hear the caller, quiet during games is encouraged.
- h. The sale of bingo games shall commence at 5:15 p.m. and conclude at 6 p.m. Persons not in line at 6 p.m. shall not be allowed to purchase bingo games for that evening.
- i. No person(s) who has not purchased a set of bingo games for that evening shall be allowed inside the bingo hall after 6:15 p.m., with the exception of caregivers who are escorting their clients.
- j. The maximum capacity for bingo at Leisure Village shall not exceed two hundred (200).
- k. Seating is strictly on a first come first served basis. The saving of seats is expressly prohibited except for the seats of workers who are actively engaged in pre-bingo activities.



ARTICLE X

Swimming Pool and Heated Spa

SIGN-IN

10.01 Residents and guests must sign in prior to using the swimming pool or heated spa.

CAUTION MEASURE

10.02 Heated spa and swimming pool should be used only when another person is in attendance.

SHOWER PRIOR TO ENTERING

10.03 All individuals must shower at the swimming pool facilities prior to entering the pool or heated spa.

HOURS OF OPERATION

10.04 Normal hours of operation for the pool and spa are between 6 a.m. and 10 p.m. daily. However, the pool and spa are closed periodically for maintenance. These hours will be posted.

POOL TEMPERATURES

- 10.05 Pool temperatures shall be maintained as follows:
- Swimming Pool — between 82 and 84 degrees.
 - Heated Spa — between 102 and 104 degrees.
 - During inclement weather or extremely hot days, temperatures may fluctuate from the above.

Leisure Village/LVA Rules & Regulations

LOCKERS

10.06 Lockers are available on a first-come-first-serve basis only.

COMMUNICABLE DISEASES

10.07 No person with signs or symptoms of communicable disease, colds, nasal discharge, cuts, bandages, skin eruptions, or similar infections shall be admitted into the pool or spa.

SUNTAN/OTHER LOTIONS

10.08 Suntan or other lotions (contaminants) must be rinsed off before entering or re-entering the pool or spa.

SMOKING/WASTE MATERIALS

10.09 Smoking while in the water, tossing matches, cigars, cigarettes, or other material around the pool is prohibited. All waste must be deposited in receptacles provided.

BATHING CAPS

10.10 All persons with long hair must wear bathing caps or tie backs in the pool.

REFRESHMENTS/FOOD

10.11 No food, refreshments, or beverages of any kind are permitted in the pool area.

RUNNING/ROWDINESS

10.12 Running, playing tag, rough or rowdy play in or around the pool is prohibited.

BATHING ATTIRE

10.13 Those attired in bathing suits shall not enter the Recreation Center.

CHILDREN'S HOURS

10.14 Children 5 to 17 years of age are permitted in the pool and in the gated pool area only between the hours of noon and 1:45 p.m. and only when accompanied by their resident, registered host. Children under 5 are not allowed in the pool at any time, but may enter the gated pool area during children's hours when accompanied by their resident, registered host and in the safety of a stroller or a portable playpen which may be brought to the pool area between the hours of noon and 1:45 p.m. (This requires supervision of 2 adults when older children are in the pool and children under 5 years are in the gated area.) Children are required to leave the pool area at 2 p.m.

CHILDREN'S SPA HOURS

10.15 Children under 18 are not allowed in the spa or spa area at any time. All guests must be accompanied by the resident host.

FLOTATION DEVICES

10.16 The use of flotation devices by children is banned.

USING THE POOL LIFT

10.17 Using the Pool Lift:

- a. Personal attendant **MUST** accompany disabled person.
- b. Before using the lift, users and attendant(s) must sign the LVA Waiver form.
- c. All persons operating the pool lift must be trained by the LVA Pool Attendant and wear the operator's pass when operating the lift.
- d. Pool lift is available from noon to 2 p.m. daily. Lift users have priority use of the pool during these hours.
- e. Non-swimmers using the pool lift must wear their own personal life preservers when in the pool.
- f. Users and attendants must sign in, and users of the lift must shower before entering pool.
- g. To use the pool lift, follow these steps:
 - (1) Non-swimmer: Put on life jacket.
 - (2) User: Sit in chair and hold onto the chair seat with both hands, if possible.
 - (3) Attendant: Use the lever to lower the chair into the water.
 - (4) User: Slowly edge off chair or lean forward and swim off.
 - (5) Attendants: Use the lever to raise the chair when the user is clear of the area. When user is ready to exit the pool, lower the chair to assist in the process.

ARTICLE XI

Golf Course

START OF PLAY

11.01 Play may start on either #1 tee or #10 tee. Golfers starting on #10 tee shall give preference to golfers having completed holes 1 through 9. In all other cases, the automatic ball starters control starting positions. Play may start no earlier than 8 a.m.

OPEN PLAY

11.02 Not more than foursomes permitted for open play.

SHOES

11.03 Spiked or flat-soled shoes are required; no heels.

GREEN REPAIR

11.04 Replace all divots, smooth out traps, and repair ball marks on the greens.



DAMAGED HOMES/PERSONAL PROPERTY

11.05 All golf players (residents and/or guests) are personally responsible for any damage done to a home or personal property. If a player causes any such damage, he/she is required to notify the homeowner as soon as possible to arrange for necessary repairs.

SLOW PLAYERS

11.06 Slow players must let faster players pass through. Courtesy should always prevail.

TEE OFF

11.07 Do not tee off until green is clear. All tee shots must be made from the area indicated by the tee markers.

CARTS/GOLF BAG ON GREENS

11.08 No carts or golf bags are to be taken onto the green.

OFFICIAL TOURNAMENTS

11.09 Whenever an official tournament is scheduled, the course is reserved exclusively for tournament participants.

COURSE CLOSURES

11.10 Course shall be closed for maintenance purposes until 10:30 a.m. on Thursdays (front nine only), unless specifically posted otherwise. The Maintenance Supervisor shall control the daily opening and closing of the golf course.

SHARING CLUBS

11.11 Each player must have his/her own clubs. Sharing one bag of clubs is not permitted.

ATTIRE

11.12 Only conventionally appropriate clothing shall be worn on the course. Exposing the upper part of the body is prohibited.

ELECTRIC GOLF CARTS

11.13 Motorized riding golf carts are not allowed on the course.

ACCESS TO TEE

11.14 Access from #9 green to #10 tee, or from #18 green to #1 tee shall be along designated routes. As a safety precaution, do not cross the #1 fairway to reach the #10 tee.

MEN'S PLAY DAY

11.15 With the exception of the holidays noted in Section 9.24 of the Rules and Regulations, Men's Play Day is on Tuesday from 8 a.m. to 1 p.m.

WOMEN'S PLAY DAY

11.16 With the exception of the holidays noted in Section 9.24 of the Rules & Regulations, Women's Play Day is on Wednesdays from 8 a.m. to 1 p.m.

MIXED DOUBLES TOURNAMENT

11.17 Mixed Tournaments are on the last Sunday of each month from 8 a.m. to noon.

MINORS

11.18 Guests under the age of 18 shall not be permitted on the golf course or putting green.

CLUB RESPONSIBILITY

11.19 The Men's and Women's Golf Clubs are responsible for reporting rule violations to the Recreation Facilities Manager.

ARTICLE XII

**Shuffleboard, Bocce,
and Horseshoe Courts**

SHUFFLEBOARD COURT RULES

12.01 Shuffleboard Courts:

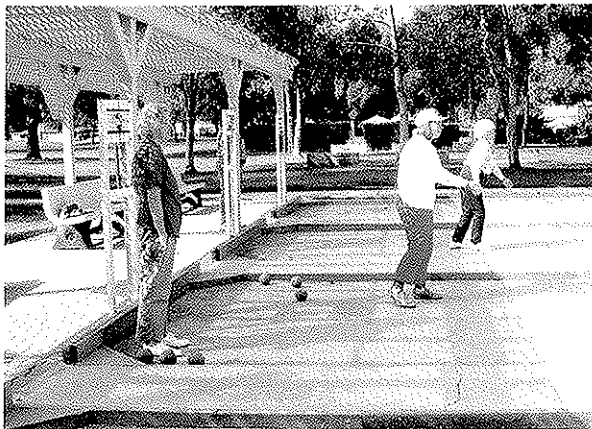
- a. Do not walk on the courts.
- b. Spray bottom of discs with Silicon spray before starting to play.
- c. Use rubber end of cue when removing disc at completion of each half round.
- d. Do not lean on cues.
- e. At completion of play, replace equipment in appropriate racks in storage compartment and clean the scoreboard.
- f. No bathing attire permitted in area.

Leisure Village/LVA Rules & Regulations

- g. Players wear tennis, deck, or crepe-soled shoes.
- h. Playing time is from 8 a.m. to 10 p.m. only.
- i. Guests must be with resident host at all times.

BOCCE COURT RULES

- 12.02 Bocce Courts:
- a. Players must wear tennis or flat-soled shoes.
 - b. Smooth out courts with rug (located in the supply box) after play is completed.
 - c. If residents are waiting, courts must be open to four (4) players.
 - d. Do not play if courts are wet.
 - e. Use of bocce courts may start no earlier than 8 a.m.



HORSESHOE COURT RULES

- 12.03 Horseshoe Court play shall start no earlier than 8 a.m.

ARTICLE XIII

Tennis and Paddle Tennis Courts

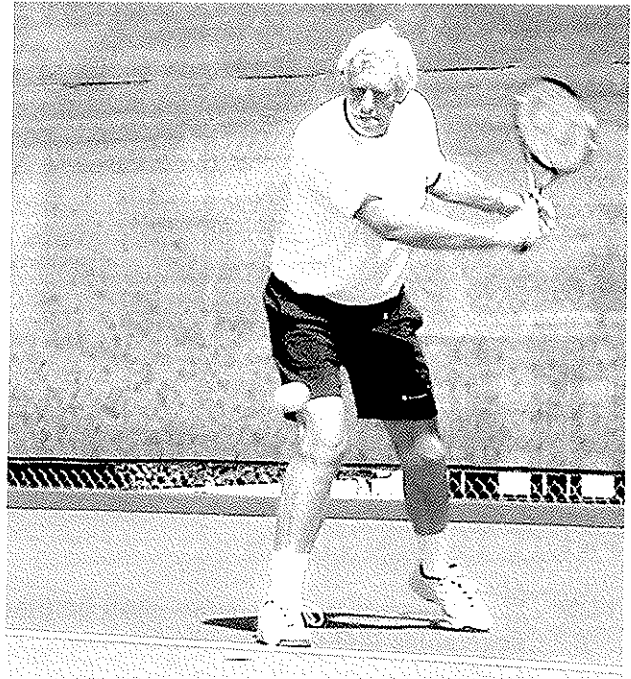
ATTIRE

- 13.01 Tennis and Paddle Tennis Attire:
- a. Rubber-soled tennis shoes must be worn. Shoes, which mark up the court, are prohibited.
 - b. Tennis clothing is preferred. Players must wear shirts.

COURT RULES

- 13.02 Court Rules:
- a. Warm-up period shall be limited to three (3) minutes when players are waiting.
 - b. Doubles play shall have precedence over singles when players are waiting. Singles players may have ten minutes for rallying or completing a set.
 - c. When players are waiting, only one (1) set may be played. If the score is tied after ten games, a tiebreaker consisting of the best five out of nine points should be played. The first team or person to get five (5) points wins the game. In doubles, when a game is tied 3-3, the receiving team shall designate which player is to receive the serve.
 - d. If more than four players are waiting the court must be released after one (1) set.
 - e. If fewer than four players are waiting, the players coming off the court shall match to see which players will stay on for the next set.
 - f. Do not enter courts while ball is in play.
 - g. Guests may be permitted to play but must be at least 14 years of age and accompanied at all times by a registered host.
 - h. Use of courts may not start earlier than 8 a.m.

- i. Players must remain waiting on court once their rackets are hung on rack-up board or forfeit their turn to play.
- j. Pets are not allowed on courts. Skating is not permitted.



RESERVED USAGE

- 13.03** Reserved Use of Courts:
- a. The tennis courts shall be reserved for use by the Racquet Club on the fourth Thursday of every month from 8 a.m. to noon for intramural tournaments.
 - b. The paddle tennis courts shall be reserved for use by the Racquet Club on the third Thursday of every month from 8 a.m. to noon for intramural tournaments.

PADDLE TENNIS AND TENNIS USAGE

- 13.04** Reserved Use of Courts:
- a. The paddle tennis courts shall be reserved for use by the Racquet Club Tuesday and Wednesday of every week from the hours of noon to 1:30 p.m. for instruction of members in beginning and intermediate paddle tennis.
 - b. The tennis courts shall be reserved or used by the Racquet Club Thursday and Friday of every week from the hours of noon to 1:30 p.m. for instruction of members in beginning and intermediate tennis.

TENNIS COURT RESERVATION

- 13.05** Reservations:
- a. Tennis court #1 is reserved weekdays (Monday through Friday) only from 11 a.m. to 1 p.m. for any four (4) players for a maximum of one (1) hour of continuous play, with the exception of tournament days or any special event.
 - b. Advance sign-ups for reserved time can be made no earlier than the previous day on the "Reservation Sheet" to be supplied by the Recreation Office and attached to the bulletin board at the tennis courts.
 - c. All players listed on the reservation list must be present for the allotted time or forfeit the hour. Last minute substitutes are not permitted.
 - d. If no reservations are outstanding on court #1 for any specific time, the court will be available for the usual open play.
 - e. No more than one (1) reservation per day is permitted for any player.
 - f. No more than two (2) guests are permitted in any foursome.

CLUB RESPONSIBILITY

- 13.06** The Racquet Club is responsible for monitoring the preceding rules and reporting violations to the Recreation Facilities Manager. Notice will be posted as to "when" courts will be closed for cleaning and maintenance.

ARTICLE XIV

Farmer's Gardens

START OF WORK

- 14.01 Work on gardens must start within one (1) month of assignment of a garden, unless the assignee has been prevented from starting work due to reasons such as illness, travel, etc.

PRIMARY PURPOSE/VEGETABLES

- 14.02 Gardens are primarily for the growing vegetables. Certain types of flowers shall be allowed in special cases for pest control. Plantings are limited to a variety of four types per garden.

FRUIT TREES/VINES

- 14.03 No fruit trees or fruit vines shall be planted. "Fruit Vine" shall not apply to planting of vegetables that grow as vines.

STRUCTURES

- 14.04 No trellises are to be erected on the north-south line nor shall they be higher than five feet. Also, no plantings are permitted outside the designated garden, particularly against the perimeter external fencing.

GARDEN AVAILABILITY

- 14.05 Gardens are assigned on a space availability basis only. An up-to-date list of those presently using gardens and the date on which they were assigned will be kept current and on file in the Recreation Office.

WAITING LIST

- 14.06 The Farmers Club will prepare an up-to-date list of those waiting for a garden and the date on which their request was filed. The list will be kept current and on file in the Recreation Office.

RENEWAL

- 14.07 Residents are given the option to renew or relinquish their assigned garden every two years.

RELINQUISH

- 14.08 If a resident chooses to relinquish an assigned garden, those persons whose names are on the waiting list shall be assigned gardens in the order of the date of the filed request.

LIMITED NUMBER

- 14.09 Gardens are limited to one garden per owner/resident.

INSECTICIDES

- 14.10 When any form of insecticide is used, care must be taken that insecticide does not drift onto adjoining gardens. Insecticides can have a bad effect on the vegetables growing in organic gardens.

GARDEN MAINTENANCE

- 14.11 Holders of gardens are required to keep their gardens and surrounding walkways free of all weeds and overgrowth. If a garden holder neglects to maintain the garden in an acceptable manner, the holder will lose the rights to said garden. If a garden holder is unable to maintain a garden due to illness or vacation, a designated assignee may work the garden on behalf of the garden holder for a period not to exceed 30 days. The designated persons must be approved by the Recreation Office before they can be assigned to work a garden.

CLUB RESPONSIBILITY

- 14.12 The Farmer's Club is responsible for reporting violations of Rules and Regulations to the Recreation Facilities Manager.

ARTICLE XV

Guests of Residents

RESIDENT PRIORITY

- 15.01 Residents shall have priority over guests in use of recreational facilities.

USE OF COMMUNITY FACILITIES BY GUESTS

- 15.02 Use of Facilities:
- a. Recreation Facilities are available to residents and their guests without a restriction in number, within reason. Good judgment and discretion by all is imperative! Residents will be expected to follow the direction of the Security Staff and/or Pool attendants at all times. If you are expecting an inordinate number of guests, please secure a guest pass for the specific facility through the Recreation Office during the week or the Pool Attendant on the weekends.
 - b. Guest must be accompanied by a resident host when attending or participating in any and all community facilities and activities.

ARTICLE XVI

Pets

PET PERMIT

- 16.01 Pets shall not be permitted in any unit or on any part of the common elements except upon written approval of the Board of Directors.

Leisure Village/LVA Rules & Regulations

LEASH REGULATION

16.02 Dogs must be on leashes and under control at all times when out of doors. Handlers shall shorten their manual leashes or reel in their retractable leash so that the dog is under strict close control when passing other walkers.

SANITARY PRACTICES

16.03 Pet owners must comply with all sanitary practices and control their pets so pets do not destroy, ruin, or otherwise damage lawns, planted areas, trees, or other properties.

CANINE EXCREMENT

16.04 Owners are responsible for picking up after their own pets. The closed container must then be deposited in the resident's own trash receptacle. Failure to pick up canine excrement shall result in a monetary penalty.

LITTER DISPOSAL

16.05 Never leave paper towels, napkins, tissues, other material, or droppings. Trash must be deposited in appropriate containers. Do not litter.



NOISE FACTOR

16.06 To eliminate a possible noise factor, do not leave pets alone for long periods. This rule also applies to pets in locked cars.

VICIOUS PETS

16.07 Vicious pets that attack other pets or humans shall not be permitted to live in Leisure Village. In addition to a monetary penalty, owners of pets whose pet bites someone or other animals, shall be required to attend a Board hearing to determine appropriate action.

**WHERE PETS
ARE NOT ALLOWED**

16.08 Pets are allowed to walk wherever residents walk (except in posted areas, swimming pool, clubhouse, golf course, tennis and paddle tennis courts, etc.).



LIMIT IN NUMBER

16.09 The number of uncaged pets shall be limited to two (2) per home.

ARTICLE XVII

Employment

BUSINESSES

17.02 No resident shall conduct a business, promote a service or a product, and/or be paid for a service not related to the Homeowners Association in any of the community facilities.

INSTRUCTORS

17.03 Only non-residents shall be employed with pay for instruction classes sponsored by Leisure Village Association, Inc. Classes under Adult Education may use qualified residents.

VOLUNTEERS

17.04 Resident volunteers may be used for minor maintenance repairs or renovation projects on Association common property.

Leisure Village/LVA Rules & Regulations

PROCEDURE

- 17.05 The following procedure will be followed when using volunteer labor:
- a. Projects must have prior approval by the Board of Directors. A recommendation form describing the project, projected number of man hours to complete the work, chairman, start date, volunteer workers (if known), tools or equipment to be used, and estimated time to complete project shall be submitted to the Board.
 - b. After approval, a time sheet must be maintained for each volunteer worker.

ARTICLE XVIII

Leasing Your Home

LEASE FORM

- 18.01 No unit shall be used for anything other than residential purposes. No part of any unit shall be used or caused to be used or allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes. The lease form shall prohibit assignment or sub-letting without consent of Board of Directors.

MAID SERVICES

- 18.02 The residences within Leisure Village shall not be rented by the owners if the occupants of the residence are provided maid services furnishing laundry and linen.

FINANCIAL OBLIGATIONS OF OWNER

- 18.03 Owners shall continue to be liable for all financial obligations to the Homeowners Association, i.e., monthly Association fees, etc. The obligation to pay assessments by the Owner shall not be affected or limited in any way by any tenancy or contractual relationship entered into by the Owner.

REVIEW OF LEASE

- 18.04 All leases or rental agreements shall be in writing. Any lease or rental agreement shall include the following language: "The terms of this agreement are subject in all respects to the provisions of the Leisure Village Declaration of Covenants, Conditions, and Restrictions, Articles of Incorporation, By-Laws, and governing Rules & Regulations. The undersigned, as Lessee or Tenant, acknowledges receipt of copies of each and every one of the documents listed herein above, covenants that he/she will comply with the terms of all such documents and submits to and subjects him/herself to the authority of the Association in the event that any action is necessary to enforce any provision of such documents. Any failure by the Lessee to comply with the terms of such documents shall be a default under the lease."

VALIDITY

- 18.05 No tenancy is valid until the Association receives a copy of a written lease containing the provisions in Subsection 18.04 set forth above, and a fully completed form "Leasing Leisure Village Property."

USE OF COMMUNITY FACILITIES

- 18.06 All owners renting their home waive all rights to use the community facilities during the terms of any lease. No tenant shall have the right to use any community facility unless and until Subsections 18.04 and 18.05 have been fully complied with.

LEASE SERVICE CHARGE

- 18.07 A service charge as determined by the Board of Directors is required each time a lease is established or renewed. This service charge shall be paid by the owner and shall accompany the form "Leasing Leisure Village Property" and the written lease form.

EVICITION

- 18.08 Owner shall evict a tenant upon demand by the Association for any repeated infractions by the renter. The Association may also enforce the provisions of this section by seeking appropriate injunctive relief against any non-complying owner or tenant in a court of competent jurisdiction. The prevailing party in any such action shall be entitled to an award of attorney fees and costs.

LEASE TERM

- 18.09 The residences shall not be rented by the owner, or their representatives, for initial period of less than one (1) year. The maximum lease term shall be limited to two (2) years. There shall be no exceptions to any provisions of this article. The Board of Directors may permit a minimum rental of a lesser duration. A lease can be renewed at the expiration of a two-year lease.

ARTICLE XIX

General

SPECIAL EVENT FEES

- 19.01 The Board of Directors shall have the right to charge reasonable admission and other fees for special events not provided for in the monthly Association assessment.

NUISANCE

- 19.02 No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot or common area. No odors shall be permitted to arise there from, so as to render any such property or portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof, or to its occupants. No nuisance shall be permitted to exist or operate upon any such property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing

Leisure Village/LVA Rules & Regulations

provisions, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, shall be located, used, or placed on any such property.

TRASH

19.03 No garbage, trash, or recyclable material shall be placed or kept on any lot or common area except as designated by the Board of Directors. Materials for recyclable pickup or garbage and trash pickup shall not be set out before 4 p.m. the day before the regularly scheduled pickup days. Containers (empty or still full) may not stay out later than 8 p.m. the day of pickup. Residents desiring the Association to pick up leaves (piled neatly or in containers) or neatly bundled green waste cuttings shall call the Association office for an approximate pickup time. Items shall be placed near the resident's trashcan container. Private gardener green waste materials or contractor trash for resident projects will not be picked up by the Association, nor shall it be disposed of in Association trash dumpsters.

MINERAL RIGHTS

19.04 No lot or common area shall be used in any manner to explore for or to remove any water, oil, other hydrocarbons, minerals, gravel, earth, or any earth substance of any kind.

CARPORT/PATIO INTERIOR

19.05 The interiors of all carports and patios shall be maintained by their owners in a neat, clean, and sightly condition. No carports or patios shall be used for storage, except within closed lockers, as approved. No power equipment, hobby shops, or carpenter shops shall be maintained in any carport, and no automobile overhaul or maintenance work shall be permitted therein. Recreation and commercial vehicles (as defined in Article 8.01) are permitted to park in a carport only with a temporary RV parking permit.

ITEMS ON LAWN/COMMON AREA

19.06 No items shall be placed on the lawn or common area without approval of the Board of Directors.

SOLICITATION/ADVERTISING & SIGNS

19.07 Solicitation:

- a. All principals or agents of commercial businesses for goods or services, whether for profit or non-profit, may not solicit in Leisure Village except through customarily approved media as, the United States mail, newspaper advertising, etc. Additionally, "in person" solicitation is prohibited except upon specific invitation by each individual resident visited. Papers, flyers or written/printed material of any kind may not be left at any residence if not ordered by or personally accepted by the occupant.
- b. Leisure Village clubs, groups, activities, and petitioners of all kinds, whether political, religious, charitable, Leisure Village employees or representatives of Leisure Village employees may not leave written/printed materials of any kind in or about or attached to the home, driveway, mail box or any vehicle. Written material may only be left at a residence if requested or personally accepted by the resident.

Failure to comply with these regulations will result in fines or legal action or both, at the discretion of the Board of Directors.

ADVERTISING

- 19.08 No owner of a unit shall post or permit to be posted on any part of the common elements any advertisements or poster of any kind unless expressly authorized to do so by the Board of Directors.

ADDITIONAL OCCUPANT FEE

- 19.09 The monthly Association fee, as established, is for one (1) occupant per dwelling unit. In dwelling units where more than one person resides, there shall be an additional fee of \$5.00 each month for the second person. For additional persons over two (2), there shall be an additional fee of \$10 per month per person up to the established maximum of four (4) occupants per dwelling unit.

BASE FEE

- 19.10 The monthly Association fee for all dwelling units shall be the basic fee, plus extra person fee. The homeowner shall notify the Association Office, in writing, whenever a change occurs in the number of persons occupying a dwelling unit. Homeowners shall be responsible for paying the fee for all persons living in the dwelling unit.

FEE/VACATED HOME

- 19.11 A resident-owned vacated home, up for sale, shall pay only the base rate on the monthly Association fee. The base rate shall be defined to infer that the home is occupied by only one individual.

REVISION OF RULES AND REGULATIONS

- 19.12 Per Article III, Paragraph 3.5, Item (f) of the Declaration of Covenants, Conditions and Restrictions, these Rules and Regulations may be changed from time to time by the Board of Directors.

SIGNS

- 19.13 No signs shall be placed in public view on the interior or exterior of a home without approval of the Board of Directors. These shall include, but not be limited, to real estate signs. Only one sign may be placed in the window, attached to a garage door, or attached to the patio fence. If the garage door is metal, or if the sign will not fit on the wooden door, it may be placed on the fascia around the garage door or carport.

REAL ESTATE SIGNS

- 19.14 When renting or selling a home, all real estate signs must conform to the City of Camarillo Sign Ordinance. Signs are also available through the Association Office. This shall apply to all Realtors. Each residence is allowed one (1) sign. Open house signs and flags are forbidden. Out of consideration for other residents, real estate signs must be removed once the home is sold or rented.

Leisure Village/LVA Rules & Regulations

DOOR-TO-DOOR SOLICITATION

- 19.15 Residents wishing to solicit door-to-door within Leisure Village shall first write to the Board of Directors to obtain authorization.

SALE OF HOME

- 19.16 Seller shall be responsible for advising the Association Office when a home is put up for sale.

SMOKING ON TRAVEL TOURS

- 19.17 No smoking is permitted on buses for tours sponsored by the Travel Committee, provided that the tour conductors establish provisions for scheduled smoking stops.

PROPERTY DAMAGE, DWELLING UNITS

- 19.18 "In connection with any claim, whether or not covered under the Master Policy arising from an occurrence within an owner's dwelling unit, that owner shall be assessed and be responsible for an amount not to exceed \$5,000".

REMOVAL OF ADDITIONAL OCCUPANT

- 19.19 Removal of an additional occupant from the monthly Association fee by the homeowner requires the following returned to the Security Office, prior to removal:
- Return of name badge, if issued.
 - Return of the vehicle decal.
 - Update Emergency Notification form immediately.

FEEDING ANIMALS AND BIRDS

- 19.20 Feeding of animals and wild birds outside the home is prohibited. Hummingbird feeders are permitted, however.

CLOTHING

- 19.21 All residents, visitors (except toddlers and small children), employees, and contractors are required to cover the top portion of their bodies at all times while in any of the Common areas. The only OTHER exception to this requirement applies to male residents and male guests while they are using the pool and spa area of the Recreation Center.

ABUSIVE LANGUAGE/INTERFERENCE OF DUTIES/DISTURBANCE OF PEACE

- 19.22 Abusive Language/Interference of Duties/Disturbance of Peace:
- No resident or visitor shall use obscene, foul, or abusive language to the employees of Leisure Village. No resident or visitor shall interfere with LVA employees who are engaged in the performance of their duties. Violation of this rule may result in disciplinary action per Section 1.01 through 1.04 of the Rules and Regulations.

- b. No resident or visitor shall cause a disturbance, threaten by gesture(s), inflict bodily harm (no matter how minor) intimidate, harass, or use foul or abusive language toward any Board Member or Member of the Association.
- c. Violation of this rule may result in disciplinary action per Section 1.01 through 1.04 of the Rules and Regulations.

WATER USAGE

- 19.23 Leisure Village Association will comply with all state and local water ordinances. Since the Association provides water, residents are also required to comply with these ordinances. Failure by any Resident to comply may result in disciplinary action per sections 1.01 to 1.04 at the discretion of the Board of Directors.

NO SMOKING POLICY

- 19.24 No Smoking Policy:
- a. No Smoking is permitted in any association common building.
 - b. No Smoking is permitted within 25 feet of any association common building.
 - c. No Smoking is permitted in the Atrium area nor the outside corridors of the west end of the recreation center.
 - d. No Smoking is permitted in the association maintenance yard or garage area.
 - e. No Smoking is permitted in the RV lot.
 - f. No Smoking is permitted in any association vehicle, whether enclosed or not.
 - g. No Smoking is permitted in or within 25 feet of any Guard House.
 - h. No Smoking is permitted in the pool and pavilion area.

ARTICLE XX

Resident Services

MAINTENANCE AND REPAIRS DWELLINGS

- 20.01 Applicable Legal Provisions:
- a. Section 3.6 of the CC&Rs provides: "The Association shall provide exterior maintenance for the Dwelling Units, which maintenance shall include and be limited to painting, maintaining, repairing and replacing roofs, gutters, downspouts and exterior building surfaces, when and if required by reason of normal wear and tear or deterioration. Each Owner shall be responsible for the maintenance and repair of the interior of his Dwelling Unit, all glass surfaces included in, attached or appurtenant to his Dwelling Unit and garage doors."
 - b. Both the CC&Rs (Paragraph 1.8) and California Civil Code Section 1351 defines "Common Area" as the entire project except the separately owned lots.
 - c. California Civil Code Section 1351(i) (1) and (2) defines exclusive use common area as follows:
 - (1) "Unless the Declaration (CC&Rs) otherwise provides, any shutters, awnings, window boxes, doorsteps, porches, balconies, patios, exterior doors, door frames, and hardware incident there to, screens and windows or other fixtures designed to serve a single separate interest, but located outside of the separate interest (Lot), are exclusive use common areas allocated exclusively to that separate interest (Lot).
 - (2) Notwithstanding the provisions of the declaration, internal and external telephone wiring designed to serve a single separate interest (Lot), but located outside the boundaries of the separate interest (Lot), are exclusive use common areas allocated exclusively to that separate interest (Lot)."

- d. California Civil Code Section 1364 a. provides:
- (1) "Unless otherwise provided in the declaration of a common interest development, the Association is responsible for repairing, replacing or maintaining the common areas, other than exclusive use common areas, and the owner of each separate interest (Lot) is responsible for maintaining that separate interest (Lot) and any exclusive use common area appurtenant to the separate interest (Lot)."
 - (2) Association responsibility with respect to Dwelling Units Under the legal provisions referred to in subparagraph (a.), the Association's responsibility with respect to Dwelling Units and exclusive use common areas is as follows:
 - (a) Exterior maintenance, which maintenance shall include and be limited to painting, maintaining, repairing and replacing roofs, gutters, downspouts, and exterior building surfaces when and if required by reason of normal wear and tear or deterioration, except glass surfaces and except any additions to the Dwelling Units by or in behalf of the unit owners. "Exterior building surfaces" do not include the floor slabs. The owner, rather than the Association, is responsible for exterior maintenance of additions to the dwelling unit, except that the Association in order to provide uniformity of appearance, has elected to paint only the exterior surface of fences.
 - (b) Repairs or replacements to the interior and exterior which are covered by insurance taken out by the Association on Dwelling Units or which are within the deductible of such insurance if the Association is responsible therefore.
 - (3) Owner's responsibility with respect to Dwelling Units. The owners are responsible for all maintenance, repairs and replacement of Dwelling Units, whether exterior or interior, which are not the responsibility of the Association under (b.) above. 'Thus, the Owner is responsible for the actual and entire structural integrity of the Owner's Dwelling Unit except for the narrow range of services provided by the Association.'
 - (4) Maintenance Responsibility Details
 - (a) Division of responsibility of maintenance to exterior building surface under legal and LVA provisions.



Leisure Village/LVA Rules & Regulations

	<u>Assoc.</u>	<u>Owner</u>
Roofs:		
Original Installation	✓	
All patio roofs		✓
Additional costs to roof replacement or repair of leaks due to solar panels, skylights, or any other modifications		✓
Rain Gutters and Downspouts:		
Original installation	✓	
Installed by Homeowner		✓
Stucco:		
Original dwelling unit	✓	
Owner improvements		✓
Wood:		
Wood Siding, Window Planter Ledges, Fascia due to normal wear and tear, deterioration, or dry rot	✓	
Damage by reason of termites, fungi, or other wood destroying organisms, except dry rot.....		✓
Painting and Fogging of Stucco:		
Painting of wood siding, window planter ledges, fascia of original dwelling unit	✓	
Fogging of original dwelling unit	✓	
Homeowner improvements, i.e., patio enclosures, patio covers, etc.		✓
Entry and Garage Doors, Door Jambs:		
Painting as required for aesthetics of original installation only*	✓	
Replacement or repair of doors, jambs, or related hardware		✓
Screen Doors:		✓
Glass/Plastic Windows or Sliding Doors and Screens		✓
Patio Fences:		
Painting exterior surfaces only*	✓	
Repair or replacement		✓

Leisure Village/LVA Rules & Regulations

	<u>Assoc.</u>	<u>Owner</u>
Party Wall:		
Painting*	✓	
Repair or replacement		✓
Dwelling Slabs and Patio Slabs		✓
Framing and Other Structural Components**		✓

*The above items will be painted, repaired, or replaced by the Association as described in accordance with the CC&Rs except when damage, wear, or tear is caused by homeowner neglect or abuse.

** See rule 20.11 Insurance on Dwelling Structure.

(2) Responsibility for repair, maintenance and replacement of the following items around each Dwelling Unit is as follows:

	<u>Assoc.</u>	<u>Owner</u>
Driveway to Dwelling Unit	✓	
Walk to Dwelling Unit	✓	
Shrubbery around Dwelling Unit	✓	***

***When an owner has applied for and received approval for special plants, non-approved plant material, the owner becomes responsible for maintenance as provided in Rule 7.03 c.

	<u>Assoc.</u>	<u>Owner</u>
Lawn around Dwelling Unit	✓	
Mail Boxes	✓	
Rubbish receptacles	✓	
Rubbish containers for use within rubbish receptacles.....		✓
Dwelling Units, numbers.....	✓	
Water line from meter box to shut-off valve in front of Dwelling Unit	✓	
Shut-off valve and water system downstream of shut-off valve		✓
Sewer lateral from Dwelling Unit to sewer main, except stoppage caused by Owner	✓	
Sewer stoppage caused by Owner		✓
Air conditioning units - heat pumps.....		✓
Patios, patio enclosures, patio covers		✓
Cable TV to Dwelling Unit	✓	

Electrical and telephone service from distribution lines to Dwelling Units is handled by utilities.

EXTERIOR STRUCTURAL ADDITIONS

20.02 When formally requested by the owner of a unit or ordered by the Board of Directors, the Association shall maintain and repair at cost or shall contract for the maintenance and repair of the exterior of three-foot patio fences, the exteriors of patio covers and patio enclosures, and fireplace chimneys. All costs associated with this work shall be paid by the dwelling unit owner.

MAJOR APPLIANCES

- 20.03 The Association provides at cost, maintenance service for major appliances per the Resident Services Policy statement. All costs associated with any of this work shall be paid by the dwelling unit owner.

REPLACED MAJOR APPLIANCES

- 20.04 The Association provides at cost, maintenance service for major appliances, and heating and air-conditioning units, if they are the same brand as that of the replaced unit and that unit was sold with the home at the time it was initially occupied. All cost associated with any of this work shall be paid by the dwelling unit owner.

OTHER MAINTENANCE

- 20.05 The Association shall provide other maintenance/repair services per the Resident Services Policy Statement.

COSTS

- 20.06 Costs:
- a. The costs for Association performed work shall be the total costs for labor and all related expenses, plus parts and applicable taxes. Costs for contracted services shall be the actual costs assessed by the contractor.
 - b. Standard charges shall be developed for frequently made service calls. Charges for other services shall be individually determined. The minimum charge for any service call shall be one-half (1/2) hour. A reduced minimum charge may be used if repair requires no parts and takes less than 15 minutes. Charges for Association provided services shall be revised as frequently as necessary; but such charges shall be formally reviewed not less than once a year.
 - c. All charges are subject to change without notice but any change in charges shall be published in the first issue of the "VILLAGE VOICE" following such change.

PAYMENT FOR SERVICES

- 20.07 Payment:
- a. All charges for service shall be paid for by check by the occupant immediately after the work is completed.
 - b. All checks shall be made payable to the Leisure Village Association, Inc.
 - c. If the occupant is a renter and there is any question about payment, the work shall be done only upon formal acceptance of the charges by the dwelling unit owner in advance.

MISCELLANEOUS ITEMS

- 20.08 Cleaning of driveways, carports, glass, and screens is not included as part of exterior maintenance. This is the responsibility of each homeowner.

ITEMS NOT OTHERWISE COVERED

- 20.09 In the event that the Association is requested to do so or otherwise provides maintenance or repair to any item, fixture or thing not otherwise specifically dealt with in this Article, the Board of Directors reserves the right to determine both the responsibility for the cost of such maintenance or repair and the amount to be charged for such.

Leisure Village/LVA Rules & Regulations

TOOLS

20.10 No equipment owned by Leisure Village Association may be loaned to residents, including, but not limited to, ladders, trucks, hand tools, shop tools, etc.

STRUCTURAL INSURANCE RESPONSIBILITIES

20.11 The CC&Rs at 3.4 (e)(1) require that the Association obtain and maintain a policy of fire and extended coverage for the Dwelling Units. In addition, by this rule, the Association will ensure that in obtaining and maintaining a policy of fire and extended coverage that the coverage will insure the structural components of the Dwelling Unit, which includes the unfinished interior surfaces out to, and including the finished stucco. The structural components are defined as all bearing walls, trusses, roughed in roofs and finished roofing surfaces, additionally internal non-bearing walls shall be covered. All homeowner additions to the original dwelling structure are the responsibility of the homeowner to insure, excepting the structural components of the addition.

ARTICLE XXI

Residential Age Restrictions

AGE RESTRICTIONS

21.01 Leisure Village is a deed restricted, age restricted, and retirement community. California State law permits and the restrictions require that residency be limited according to the following provisions. It is the policy of Leisure Village Association to strictly enforce the residential age restrictions.

FEDERAL FAIR HOUSING ACT

21.02 California Code Section 51.3, effective January 1, 1989, had the net effect of "amending" the Leisure Village Declaration of Restrictions to the extent that the residence and age requirements of Section 2.2 of the Declaration are no longer enforceable as set forth. Rather, they shall be enforced according to the following terms.

- a. The 1988 Federal Fair Housing Act, which took effect March 12, 1989, required additional verification of age. Therefore, one of the following documents, showing Date of Birth, will be required for copying and placement in the resident's file:
 - Driver's License
 - Birth Certificate
 - Baptismal Certificate
 - Other government document showing date of birth
- b. For those who were residents of the Village prior to March 12, 1989, the requirement will be met when they sign the LVA Age Verification Statement, which declares that at least one resident is 55 years of age or older.

PERMISSIBLE OCCUPANT

21.03 "Permissible Occupant" means a person who has attained the age of 55 years or older. "Qualified Permanent Resident" means a person who meets both of the following requirements:

- a. Was actually residing with the Permissible Resident prior to the death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, the Permissible Resident.
- b. Was 45 years of age or older, or was a spouse, cohabitant, or person providing primary physical or economic support to the Permissible Resident.
- c. "Qualified Permanent Resident" also means a disabled person or person with a disabling illness or injury who is a child or grandchild of a Permissible Resident or Qualified Permanent Resident as defined in paragraphs a. or b. who needs to live with the Permissible or Qualified Permanent Resident because of the disabling condition, illness, or injury. For purposes of this section, "disabled" means a person who has a disability as defined in subdivision b. of Section 54 of the California Civil Code. A "disabling injury or illness" means an illness or injury which results in a condition meeting the definition of disability set forth in subdivision b. of Section 54 of the California Civil Code. A person shall not be considered to have a disabling condition, illness or injury merely because such person is unable to fully care for them self as a result of their minority age.
 - (1) For any person who is a Qualified Permanent Resident under this paragraph c. whose disabling condition ends, the Board of Directors may require the formerly disabled resident to cease residing in the development upon receipt of six months' written notice; provided, however, that the Board of Directors may allow the person to remain a resident for up to one year after the disabling condition ends.
 - (2) The Board of Directors may take action to prohibit or terminate occupancy by a person who is a Qualified Permanent Resident under this paragraph c. if the Board of Directors, finds, based on credible and objective evidence, that the person is likely to pose a significant threat to the health or safety of others that cannot be ameliorated by means of a reasonable accommodation; provided, however, that the action to prohibit or terminate the occupancy may be taken only after doing both of the following:
 - (a) Providing reasonable notice to and an opportunity to be heard for the disabled person whose occupancy is being challenged, and reasonable notice to the co-resident parent or grandparent of that person.
 - (b) Giving due consideration to the relevant, credible, and objective information provided in the hearing. The evidence shall be taken and held in a confidential manner in an executive session of the Board of Directors in order to preserve the privacy of the affected persons. The affected persons shall be entitled to have present at the hearing an attorney or any other person authorized by them to speak on their behalf or to assist them in the matter.
 - (c) "Cohabitant" refers to persons who live together as husband and wife, or persons who are domestic partners within the meaning of Section 297 of the Family Code.

QUALIFIED PERMANENT OCCUPANT

- 21.04** At least one (1) resident of each dwelling unit shall be a Permissible Occupant. All other residents of each dwelling unit shall be Qualified Permanent Occupants. Notwithstanding the foregoing, nothing herein shall prohibit the temporary occupancy of a dwelling unit by bonafide guests of the Permissible Occupant, regardless of age, so long as the Permissible Occupant is also in actual occupancy and residency of the dwelling unit, for cumulative period of up to 3 months (90 days) during any consecutive 12 (twelve) month period, as more fully described in a Resolution of the Board dated April 6, 1987.

PROLONGED ABSENCE/CONTINUING OCCUPANT

21.05 On the death, hospitalization, or other necessary prolonged absence of the Permissible Occupant, or upon dissolution of marriage with such Permissible Occupant, any Qualified Permanent Occupant shall be entitled to continue his/her residency in that dwelling unit, and shall be deemed a "Continuing Occupant." Upon the happening of an event which affects such Continuing Occupant's status, marriage or cohabitation with a non-qualifying resident, loss of ownership interest in or expectancy in the dwelling unit or like event, and unless such Continuing Occupant has become a Permissible Occupant by virtue of attained age, then such Continuing Occupant shall vacate the dwelling unit within 60 days after such event.

INTERPRETATION OF 21.05

21.06 Any person who had a right to reside in, occupy or use a lot or dwelling unit within Leisure Village as of December 31, 1985, shall not be deprived of the right to continue that residency, occupancy, or use as a result of the adoption of this Rule by the Association. To the extent possible, the provisions of this Rule shall be interpreted to be consistent with the provisions of California Civil Code, Section 51.3, as such provision may be amended and/or renumbered from time to time.

HEALTH CARE PROVIDERS

21.07 "Permitted health care resident" means a person hired to provide live-in, long-term, or terminal health care to a Permissible Resident or Qualified Permanent Resident, or a family member of the Permissible Resident or Qualified Permanent Resident providing that care. For the purposes of this section, the care provided by a permitted health care resident must be substantial in nature and must provide either assistance with necessary daily activities or medical treatment, or both.

- a. A permitted health care resident shall be entitled to continue his or her occupancy, residency, or use of the dwelling unit as a permitted resident in the absence of the Permissible Resident or Qualified Permanent Resident from the dwelling unit only if both of the following are applicable:
 - (1) The Permissible Resident or Qualified Permanent Resident became absent from the dwelling due to hospitalization or other necessary medical treatment and expects to return to his or her residence within 90 days from the date the absence began.
 - (2) The absent Permissible Resident or Qualified Permanent Resident or an authorized person acting for the senior citizen submits a written request to the Board of Directors stating that the Permissible Resident or Qualified Permanent Resident desires that the permitted health care resident be allowed to remain in order to be present when the Permissible Resident or Qualified Permanent Resident returns to reside in the development.
- b. Upon written request by the Permissible Resident or Qualified Permanent Resident or an authorized person acting for the Permissible Resident or Qualified Permanent Resident, the Board of Directors shall have the discretion to allow a permitted health care resident to remain for a time period longer than 90 days from the date that the Permissible Resident or Qualified Permanent Resident's absence began, if it appears that the Permissible Resident or Qualified Permanent Resident will return within a period of time not to exceed an additional 90 days.

NUMBER OF OCCUPANTS

21.08 Full-time occupancy of a dwelling unit shall be limited to four (4) occupants. Occupancy by more than one (1) person shall be subject to the additional occupancy fee as set forth in Section 19.09 of these Rules.