



# **POLICIES & GUIDELINES**

For  
General Membership

and

Recreational Facilities

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Proprietary and Confidential

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## **PROPOSED SAMLARC POLICIES & GUIDELINES**

### **I. INTRODUCTION**

Policies and Guidelines ensure that the community Common Areas and Common Facilities are used and maintained to standards as identified herein. In order to protect and preserve these benefits, certain limitations and restrictions are placed on the Members.

Rancho Santa Margarita Landscape and Recreation Corporation (SAMLARC) is a California non-profit mutual benefit corporation organized for the residential property Owners within its boundaries. These Policies and Guidelines also apply to all Subordinate Maintenance Corporations in SAMLARC.

The attached Policies and Guidelines have been developed with consideration given to providing each Member with the greatest enjoyment of the facilities without infringing on other Members and their rights to quiet enjoyment of their homes and community. The goal is to assure continuity in procedures which preserves the integrity of the overall Community.

All Owners and tenants are subject to compliance with the governing documents of SAMLARC. All Policies and Guidelines are subject to review and change by the Board of Directors.

The Board of Directors reserves the right to grant variances from the Policies & Guidelines at its sole discretion on a case-by-case basis. Persons/organizations, other than SAMLARC sponsored events, wishing to have a variance may make written application to the Board of Directors.

## II. DEFINITIONS

- A. ACTIVE PARK AREAS** Shall mean park areas that can be reserved through a Park Use Permit or Special Park Use Permit.
- B. ALCOHOL** Shall mean beer, wine, spirits, liquor and any other distilled or fermented drinks.
- C. APPROVED EVENTS** Shall mean an event or activity approved by SAMLARC through a Park Use Permit or a Special Park Use Permit.
- D. COMMUNICABLE DISEASE** Is defined as an infectious disease transmissible (as from person to person) by direct contact with an affected individual or the individual's discharges or by indirect means (as by a vector)—compare contagious disease. i.e. while in an infectious state, or while having any symptoms such as a cough, nasal or ear discharge or when wearing bandages.
- E. COMMUNITY PROPERTY** Shall mean all real property, and the Improvements thereon, owned by SAMLARC, for the common use and enjoyment of the Members.
- F. COVERED PROPERTY** Shall mean all real property subject to the Declaration of Covenants, Conditions, and Restrictions of Rancho Santa Margarita.
- G. DESIGNATED FACILITIES** Shall mean the gated facilities which include, but are not limited to Lago Santa Margarita Beach Club, Swim Lagoon, Swimming Pools, Boat Launch, Tennis Courts, and the SAMLARC Arena Facility.
- H. ATHLETIC FIELD USE AND ALLOCATION POLICY** shall apply to use of Athletic Facilities.
- I. GLASS** Shall mean material that shatters when dropped on a hard surface. This includes, but is not limited to: drinking glasses, bowls, beer/soda bottles, pitchers, etc.
- J. GOVERNING DOCUMENTS** shall mean the Management Documents that include the Articles of Incorporation, Bylaws and Covenants, Conditions and Restrictions, Policies and Guidelines, and Architectural Standards for SAMLARC.
- K. MANAGEMENT COMPANY** Shall mean the Management Company which is retained by SAMLARC to manage the maintenance of the Community Property, conduct the programs and events offered to the Members, and to manage the day-to-day business of SAMLARC.
- L. MEMBER** Shall mean the property Owner(s) holding title to a Residence.
- M. NON-DISPOSABLE** Shall mean food storage containers that can be continually reused. Metal liquid or plastic food storage containers are examples. Styrofoam and glass containers are excluded.
- N. PARK USE PERMIT** A permit for Resident's or User Groups to reserve a park amenity.
- O. PASSIVE PARK AREAS** Shall mean park areas that may not be reserved and that are open to all residents on a first-come, first-serve basis.

- P. PETS** Shall mean dogs, cats and other household animals. The definition does not provide for livestock or poultry. Service Animals are not included in this category.
- Q. PORTABLE STORAGE CONTAINER** A portable, weather resistant receptacle designed and used for the temporary storage or disposal of household goods, tools or other items of personal property.
- R. RECREATIONAL FACILITIES** Shall mean, but not be limited to the Lake, parks, picnic areas, exercise par course, tot lots, shoreline fishing area, amphitheater, Beach Club, sand volleyball courts, swimming pools, tennis courts, pickleball courts, basketball courts, baseball and softball diamonds, soccer fields, trails, parking areas and landscape areas.
- S. REGISTERED RESIDENT** Shall mean the Member who has completed the forms required by SAMLARC to receive the SAMLARC Access Card, or a tenant who has been assigned rights to use SAMLARC Designated Facilities by a Member.
- T. RESIDENCE** Shall mean a Lot together with the Dwelling and other Improvements constructed, or intended to be constructed, thereon; a house, Condominium, or Apartment Unit.
- U. RESIDENT** Shall mean occupant of the Residence, whether it be the current Owner or tenant.
- V. SAMLARC ACCESS CARD** Shall mean the card which opens Designated Facilities.
- W. SERVICE ANIMALS** Shall mean animals that are individually trained to perform tasks for people with disabilities such as guiding people who are blind, alerting people who are deaf, pulling wheelchairs, alerting and protecting a person who is having a seizure, or performing other special tasks. Service Animals are working animals, not Pets.
- X. EMOTIONAL SUPPORT ANIMALS** Shall mean animals that can provide emotional and therapeutic benefit to those suffering with emotional issues, anxiety or psychiatric problems.
- Y. SUBORDINATE DECLARATION** Any declaration of covenants, conditions and restrictions recorded by Declarant, other than those contained herein or in a Supplementary Declaration which may be applicable to a particular portion of the Covered Property (SAMLARC).
- Z. SUBORDINATE MAINTENANCE CORPORATION** Refers to any non-profit mutual benefit corporation which is formed among other things to facilitate the maintenance and operation of any portion of the Covered Property (SAMLARC) which is either owned in common by the Owners who are members of such non-profit mutual benefit corporation, or which is owned by such non-profit mutual benefit corporation for the benefit of the Owners, who are its members, or to enforce or administer any Subordinate Declaration.
- AA. SPECIAL PARK ACTIVITY** Any activity not covered, or which is an exception from the Guidelines contained in the SAMLARC Policies and Guidelines, this document, or which is not described in the SAMLARC Policies and Guidelines or this document. Shall mean any activity contrary to the Guidelines contained in this document, or not delineated in this document. Examples of special park activities may include but not limited to Carnivals, Jog-a-thon, End of School Year Event, etc.

- BB. STRUCTURED ACTIVITY** Shall mean organized and reoccurring park use activity requiring Board approval as an organization, and specific park use through a permit.
- CC. USE PERMIT** A Use Permit is a document granting the applicant permission for the requested use.
- DD. USE PERMIT** Shall mean fees charged for reserved use of certain Designated and Recreational Facilities.

### **III. MEMBERSHIP**

#### **A. NOTICES AND STATEMENTS**

SAMLARC is obligated to send notices and statements to Owner/Members by regular mail unless the Owner/Member consents to receiving said notices and statements by email. SAMLARC incurs a cost to the management company to prepare and send paper notices and statements by regular mail. The cost of using paper and regular mail to SAMLARC is much greater than the cost to use email. Under applicable law, Owner/Members may provide consent to receipt of notices and statements by email by notifying SAMLARC in writing or by email, to that method of delivery. As SAMLARC is looking for ways to reduce expenses, a fee may be charged to Owners/Members that do not consent to receiving notices and assessments by email to cover the management company charges for use of paper and regular mail. Alternatively, the Board may choose to issue discounts for certain costs otherwise imposed upon the Owners/Members, for those Owners/Members that consent to the use of email to receive notices and statements from SAMLARC.

#### **B. GATE ACCESS CARD**

Cards are issued to a Registered Resident, eighteen (18) years or older. A maximum of two (2) cards per household will be issued. If there is only one Registered Resident, a second card may be issued. This card opens gates to Designated Facilities. All Members must be registered with SAMLARC in order to receive a card. It is the obligation of the Member to complete all appropriate forms and necessary documentation which provides the necessary information for registration.

All Registered Residents must adhere to all statements signed upon issuance of the Gate Access Card and any revisions adopted by the Board will supersede all previously signed statements.

Should the Gate Access Card be lost, there will be a fee per card to obtain a replacement. If the original Gate Access Card is found, a refund will not be issued nor will the prior card be reactivated. It is important to notify the SAMLARC Management company immediately whenever a card is lost so that it can be deactivated.

All Residents are required to have a Gate Access Card to enter the Designated Facilities. Residents are advised to have the Gate Access Card in their possession when using any Designated or Recreational Facilities. A Gate Access Card may be used by the Registered Resident or any Members of their immediate household, fourteen (14) years or older.

#### **C. TRANSFERRING OF THE GATE ACCESS CARD**

There is to be no transferring of the Gate Access Card to any person outside the immediate household, at any time. Registered Residents involved in the transfer of

the Gate Access Card are subject to immediate forfeiture of the card, suspension of Recreational Facilities, Designated Facilities, and Community Property privileges for a period of thirty (30) days, and/or an assessment (fine) for each occurrence.

Tenants - As the Owner of the Property, it is understood that the owner is responsible for the return of Gate Access Card(s) issued to Tenant(s). New Gate Access Cards will not be issued until ALL previously issued cards are returned and/or fees have been paid. Lost/stolen cards must be reported to SAMLARC, using the Gate Access Card Replacement Form. Lost/stolen Gate Access Card(s) will not be replaced and new cards will not be issued while this property is in escrow. All Gate Access Cards must be returned upon the sale of the property or change in Tenant(s).

**D. RETURN OF THE GATE ACCESS CARD**

Members are requested to return their Gate Access Card to SAMLARC or to notify SAMLARC upon sale of their Residence.

**IV. RESIDENT USE**

**A. GUESTS**

Each Residence is permitted to bring a maximum of five (5) guests per day to Designated Facilities, provided that the Resident is in possession of the Gate Access Card. The number of guests permitted may be further limited on certain days, as determined by the Board of Directors, or on seasonal high-usage days.

Registered Residents may bring their guests to all Recreational and Designated Facilities and must accompany them at all times. Use of the Recreational and Designated Facilities is at the users' own risk. Residents are responsible for their guests' compliance with all Guidelines, personal injuries, any damage to Community Property, and are liable for all repair or replacement costs.

**B. PETS**

Residents, guests and invitees are required to adhere to the following:

1. No animals, livestock or poultry of any kind shall be raised, bred or kept upon the Covered Property with the exception of dogs, cats or other standard household pets provided they are not kept, bred or maintained for any commercial purpose.
2. No more than three (3) usual and ordinary household Pets are allowed per Residence. Caged birds are permitted and are included in the total of three (3). The Board, at its sole discretion, may determine that this number be reduced or increased.
3. All dogs shall be kept on a leash when on Covered Property, except within a Residence. All local leash laws will be strictly enforced by the appropriate governing entity.
4. Each Resident, guest and invitee is responsible for removing his / her dog(s), cat(s), or other animal feces from the Covered Property.
5. Each Resident, guest and invitee will be held responsible for any damage to the Community Property due to his/her pet(s).
6. Complaints received by SAMLARC and Management will be referred by SAMLARC to the appropriate agency and/or department at the County of Orange or City of Rancho Santa Margarita. The complainant will be advised to also submit a complaint to the appropriate agency and/or Mission Viejo Animal Services or City of Rancho Santa Margarita.
7. Staking an animal, and leaving it unattended on a tether, within Community Property, is not permitted.



8. Except for Service Animals, no animals are allowed in Designated Facilities, unless in conjunction with an activity where Pets are permitted.
9. Dogs, cats, or other animals shall not be carried or transported on the Lake; nor shall they be permitted in any manner to enter the Lake.

### **C. PARKING**

The following rules shall apply throughout the Covered Property, including Residential and the Designated and Recreational Facilities.

#### **1. Residential Areas:**

California Vehicle Codes will be strictly enforced.

##### **a. All Vehicles:**

The following policies shall apply to all types of vehicles including but not limited to passenger vehicles, motorcycles, rental vehicles, commercial vehicles, and recreational vehicles.

- 1) Unsightly and inoperable vehicles as referenced in California Vehicle Code are prohibited on the Covered Property, including without limitation, driveways, streets, or alleys.
- 2) Unregistered vehicles are not permitted to be parked or stored on the Covered Property, including without limitation, driveways, streets, or alleys.
- 3) Vehicles with flat tires or accumulated dust and dirt on the vehicle are not permitted to be parked or stored on the Covered Property, including without limitation, driveways, streets, or alleys.
- 4) Vehicles may not be parked with blocks, bricks or other impediments behind wheels on the Covered Property, including without limitation, driveways, streets or alleys.
- 5) Vehicles shall not be overhauled (which includes major engine repairs that cannot be done in one day), or be set on blocks, either on the Covered Property or in a Resident's driveway.
- 6) Car or vehicle covers may not be used to conceal unregistered vehicles, inoperable vehicles, or recreational vehicles.
- 7) Car or vehicle covers used to protect vehicles must fit the vehicle.
- 8) Car or vehicle covers may not be faded, baggy, secured by bungee cords, or permitted to fall into disrepair.
- 9) Members are responsible for all parking violations of tenants and guests.

##### **b. Recreational Vehicles:**

- 1) Shall include, without limitation, trailers, boats, campers, trailer coaches, buses, house cars, camp cars, motor homes (if a size larger than seven (7) feet in height, and/or greater than one hundred twenty-four (124) inches in wheelbase length), or any other similar type of equipment or vehicle.
- 2) Are prohibited on the Covered Property, including without limitation, streets, alleys, or driveways unless rendered not visible from view of adjoining Residences, streets, and alleys, and are not permitted to be parked on any street, alley, or other portion of the Covered Property except for temporary parking (defined as 72 hours) for loading and unloading. Simply covering the Recreational Vehicle with a tarp or other covering does not render the vehicle "not visible".

##### **c. Commercial Vehicles:**

- 1) Shall include, without limitation, all vehicles exceeding a carrying capacity of  $\frac{3}{4}$  of a ton.
- 2) Any vehicles which depict the name, logo, telephone number, physical or mailing address, web site address, description, or other markings of any

business or commercial entity or group shall be subject to the same restrictions on parking as "Recreational Vehicles".

- 3) Altered for use in commercial purposes shall be subject to the same restrictions on parking as "Commercial Vehicles". Examples of such alterations may include one or more of the following:
    - (a) The installation of one or more racks to the vehicle (e.g. pipes, glass, and/or tool racks).
    - (b) The addition of doors, drawers and bins used for storage of parts and tools.
    - (c) Tools, and/or equipment mounted or carried (either permanently or temporarily) on the vehicle (e.g. air compressor, welding equipment, generator).
    - (d) Installation of hydraulic lifts, gates, cranes, hoists, etc. The addition of fences, bordered beds, side stakes or the like to retain supplies, machinery, tools, and goods.
    - (e) The installation of vacuums, motorized brushes or other special-purpose equipment, (e.g. street sweepers).
  - 4) Are prohibited on the Covered Property, including without limitation, streets, alleys or driveways unless rendered not visible from view of adjoining Residences, streets and alleys, nor permitted to be parked on any street, alley, or other portion of the Covered Property except for the temporary parking (defined as 72 hours) of Commercial Vehicles providing delivery, maintenance or repair services to the Residence. Simply covering the Recreational Vehicle with a tarp or other covering does not render the vehicle "not visible".
2. Designated Facilities and Recreational Facilities:  
California Vehicle Codes will be strictly enforced.
- a. Parking is permitted as follows:
    - 1) Beach Club, Lake and Amphitheater - 6:00 a.m. to 11:30 p.m.
    - 2) Parks – 6:00 a.m. to 10:00 p.m.
  - b. Parking permitted only in designated parking spaces.
  - c. Recreational Vehicles as defined in Section IV. C. 1. a, shall not be parked in Park, Beach Club or Lake Amphitheater parking lots without express written permission of SAMLARC.
  - d. Commercial Vehicles as defined in Section IV. C. 1. b, shall not be parked in Park, Beach Club or Lake Amphitheater parking lots except as may be approved by SAMLARC for service vendors providing delivery, maintenance, or repair services to the Designated and/or Recreational Facilities.
  - e. Unightly, unregistered, or inoperable vehicles are prohibited on the Designated and Recreational Facilities.
  - f. Vehicles in violation of parking policies are subject to towing at the vehicle owner's expense.

#### **D. GARAGES**

1. Garages are to be used for the purpose of parking vehicles owned by, operated by, or within the control of, the Resident(s).
2. Garage doors shall not remain open, except for a temporary purpose.
3. Garages shall not be used as a residential dwelling unit, either temporarily or permanently unless required by applicable law.

## **E. BUSINESS OR COMMERCIAL ACTIVITY**

No part of a Residence, including the garage, shall be used for any business, trade, profession, commercial, manufacturing, mercantile, storing, or vending for which the provider is compensated, unless:

1. Such activities are conducted in conformance with applicable governmental ordinances.
2. Patrons or clientele do not visit the Lot or Condo or park cars or other Vehicles within the Properties.
3. Existence or operation of such activities does not constitute a community nuisance (not apparent or detectable by sight, sound or smell from outside the Residence).
4. Such business-related activity does not increase the SAMLARC's liability or casualty insurance obligation or premium.
5. Such activities are consistent with the residential character and conform to the CC&R Use Restrictions, specifically regarding, but not limited to, nuisance, garage use and parking.
6. Such activities allow the garage to be used for the primary purpose of vehicle parking.

## **F. TIME, PLACE AND MANNER**

No portion of the Community Property of SAMLARC shall be used for political or religious purposes except as permitted in writing by the Board of Directors, and then only on such terms and conditions as imposed. [See also section H.4]

1. Policy on Religious Activities/Worship Services:
  - a. Religious activities/worship services must be approved by the SAMLARC Board of Directors.
  - b. Worship services permitted in the Central Park Amphitheater only.
  - c. Religious activities/worship service must be open to the public.
  - d. Congregation must be located in the city limits of Rancho Santa Margarita.
  - e. Reservation request may be made six (6) months in advance, but no less than ninety (90) days in advance.
  - f. Reservations are on a first-come first-serve basis.
  - g. No more than one permit per year per religious organization.
  - h. Worship service permits are limited to one day of one weekend a month and will not be approved on weekends SAMLARC is conducting SAMLARC events.
  - i. SAMLARC Board of Directors reserves the right to impose terms and conditions on any request.
  - j. SAMLARC Board of Directors reserves the right to deny any request.
2. Subject to Civil Code § 4515, all Rules and Regulations, and terms of all governing documents shall apply to any use of Community Property.
3. The following rules and regulations apply to "Assemblies for Political Purposes; Flyers":
  - a. Consistent with Civil Code § 4515, SAMLARC shall not prohibit a member or resident from doing any of the following:
    - 1) Peacefully assembling or meeting with Members, residents, and their invitees or guests during reasonable hours and in a reasonable manner for purposes relating to common interest development living, association elections, legislation, election to public office, or the initiative, referendum, or recall processes.
    - 2) Inviting public officials, candidates for public office, or representatives of homeowner organizations to meet with Members, residents, and their invitees or guests and speak on matters of public interest.

- 3) Using the common area, including SAMLARC meeting room amenities, or, with the consent of the Member, the area of a separate interest, for an assembly or meeting described in paragraph (1) or (2) when that facility or separate interest is not otherwise in use.
- 4) Canvassing and petitioning the Members, SAMLARC's board, and residents for the activities described in paragraphs (1) and (2) at reasonable hours and in a reasonable manner.
- 5) Distributing or circulating, without prior permission, information about common interest development living, SAMLARC elections, legislation, election to public office, or the initiative, referendum, or recall processes, or other issues of concern to Members and residents at reasonable hours and in a reasonable manner.
- 6) A SAMLARC Member or resident shall not be required to pay a fee, make a deposit, obtain liability insurance, or pay the premium or deductible on SAMLARC's insurance policy, in order to use a common area for the activities described in paragraphs (1), (2), and (3) of subdivision (b).

#### **G. COMMUNITY PROPERTY LANDSCAPE AREAS**

Community property landscape areas including slopes and planter areas with trees, shrubs and/or ground cover are not intended for pedestrian use ingress or egress. Slopes and planter areas are not to be used as a pathway or a means of accessing public or private walkways, streets, parks, schools, shopping centers or trails. Only persons specifically authorized by SAMLARC (e.g. landscapers, inspectors, etc.) are allowed on slopes and planter areas. Persons using the slopes and planter areas do so at their own risk. All owners and residents, and their tenants, guests and invitees are instructed to stay off of the slopes and planter areas.

Installation of paths, walkways, or gates leading to SAMLARC Community Property is not permitted.

Owners may be liable for any damage caused to Community Property by the owner, tenants, guests and invitees (including without limitation slope or planter vegetation, trees, irrigation, and drainage improvements).

#### **H. SIGNS**

1. Non-commercial Signs:  
Any non-commercial signs or posters on a Member's separate interest shall not be larger than nine (9) square feet in size.
2. Real Estate "For Sale", "For Lease" & "Open House" Signs:
  - a. The following criteria apply to "FOR SALE" and "For Lease" signs:
    - 1) All signs for the purpose of selling or leasing a Residence must be professionally prepared.
    - 2) Signs shall be free standing and are not to exceed a maximum height of four (4) feet (combined for both post and sign).
    - 3) Signs must be only of the acceptable standard "Real Estate" type and size, and shall NOT exceed six (6) square feet.
    - 4) All signs must conform to the City of Rancho Santa Margarita requirements.
    - 5) Limit of one (1) sign per lot.
    - 6) Signs may not extend above side or rear yard perimeter walls or fences facing Community Property.
    - 7) No signs shall be placed on Community Property, which includes, and may not be limited to, landscaping, median islands, poles, and buildings.

- 8) The Owner of the Residence for sale is solely responsible for adherence to the Guidelines.
  - 9) "For Lease" banners or signs proposed by Apartment Communities, whether permanent or temporary, must have SAMLARC Architectural Review Committee approval prior to display. All such temporary or permanent banners or signs must conform to City of Rancho Santa Margarita requirements.
- b. The following criteria apply to "OPEN HOUSE" signs:
- 1) Members (or their agents) wishing to advertise "OPEN HOUSE" for the purpose of selling their Residence, must use a standard sign with restrictions on type, location and quantity.
  - 2) Signs are to conform to the following:
    - i. Signs shall not exceed 10" x 30".
    - ii. Generic green and white or blue and white signs only.
    - iii. The words "OPEN HOUSE" and an arrow only.
    - iv. The sign shall be of the type available to Realtors at the Orange County Association of REALTORS® office or available to others at Sign Masters in Mission Viejo.
    - v. The Owner of the sign may display real estate company and agent information on the upper corner of the sign, no larger than 2" x 3.5".
  - c. Only one (1) sign (in total) per corner on major streets (a major street is defined as any street outside of the various developments). At a four-way intersection, there are four (4) corners where only four (4) signs may be placed.
  - d. Signs may not remain on Community Property overnight.
  - e. Riders or flags are not permitted.
  - f. "OPEN HOUSE" signs may be posted on Fridays, Saturdays and Sundays only.
  - g. Signs not complying with the Guidelines will be removed by SAMLARC. These signs will be kept for forty-eight (48) hours and then, if not claimed, may be discarded.
  - h. The Owner of the Residence for sale is solely responsible for adherence to the Guidelines.
  - i. Members not complying with the Guidelines will be subject to SAMLARC Enforcement Policies.
3. The following criteria apply to "GARAGE SALE" signs:
- a. Residents wishing to advertise "GARAGE SALE" for purposes of selling their goods must use a standard sign with restrictions on type, location and quantity. These signs will be available on a first come, first served basis (limit three [3] per garage sale) at the Lago Santa Margarita Beach Club on Friday, Saturday or Sunday, for a deposit fee. This deposit is returned to the Resident when the signs are returned to the Beach Club office.
  - b. Signs are to conform to the following:
    - 1) Signs not to exceed 10" x 30".
    - 2) Generic green and white signs only.
    - 3) The words "GARAGE SALE" and an arrow only.
  - c. Only one (1) sign (in total) per corner on major streets (a major street is defined as any street outside of the various developments). At a four-way intersection, there are four (4) corners where only four (4) signs may be placed.
  - d. Riders or flags are not permitted.
  - e. "GARAGE SALE" signs may be posted on Saturdays and Sundays only.
  - f. Signs not complying with the Guidelines will be removed by SAMLARC.

- g. The Owner of the Residence having the garage sale is solely responsible for adherence to the Guidelines.
  - h. Members not complying with the Guidelines will be subject to SAMLARC Enforcement Policies.
4. The following rules and regulations apply to "POLITICAL SIGNS" on SAMLARC maintenance areas:
- a. Political signage for legally recognized elections at the federal, state, county and city level or for special districts shall be permitted only on/within areas designated by the SAMLARC Board of Directors.
  - b. No political sign may exceed 24" x 36" and must be made of paper-based material only. Two or more signs may not be connected to create a larger single sign.
  - c. Political signs shall not be animated, revolve, rotate, move mechanically, flash, reflect, or blink and shall not have flags, kites, valances, pennants or flood lights, laser lights, search lights, or other similar attraction devices.
  - d. Political signs will only be permitted to be on display for twenty-nine (29) days prior to said election.
  - e. All Political signage must be removed within three (3) days after the election. Any signage not removed within three (3) days after the election will be removed by SAMLARC, or its designated personnel, and discarded if not claimed within three (3) days after removal.
  - f. SAMLARC will not be liable for damaged, lost or stolen signage placed upon SAMLARC maintenance areas. SAMLARC will not be responsible for damage to political signs due to weather, irrigation damage, vandalism, etc.
  - g. Any non-compliant political signage on SAMLARC maintenance areas will be removed and discarded. This includes SAMLARC maintained medians where political signs are not permitted.
  - h. SAMLARC reserves the right to remove political signage in order to maintain SAMLARC maintenance areas.
  - i. Signs removed by SAMLARC for maintenance reasons will be discarded if not claimed within 3 days following removal.
  - j. Only designated SAMLARC maintenance area locations are approved for political signage (see attached maps).
  - k. No more than two signs per candidate are permitted at each designated SAMLARC maintenance area.
  - l. All political signage must be placed within the red ground stake indicators within designated SAMLARC maintenance areas in accordance with the attached listed "locations designated for political signage". Any signage outside of these designated areas will be removed. Maps of locations designated for political signage are available from the Management Company upon request.

**I. PORTABLE STORAGE CONTAINERS**

The use of portable storage containers on the covered property must be approved by SAMLARC prior to the delivery of the portable storage container. Portable storage containers must be removed from the covered property within thirty (30) days of delivery unless otherwise approved by Management. Requests that exceed thirty (30) days will be approved on a case-by-case basis.

**J. DUMPSTERS**

Dumpsters require a request in writing and approval from Management. Requests will be approved on a case-by-case basis. The City of Rancho Santa Margarita has a list of permitted haulers that are allowed to place their bins in the City. Residents may not

use companies that are not permitted to haul within the City of Rancho Santa Margarita.

## **K. MISCELLANEOUS**

1. Driveway Maintenance must be kept clean and free of oil and rust stains.
2. Environmentally Sensitive Materials Residents must not dispose of environmentally sensitive materials in the street, gutters, SAMLARC trash container, SAMLARC dumpster or any planted or unplanted SAMLARC common areas. In Rancho Santa Margarita, these products must be taken to an authorized location for disposal.
3. Posting of any signs and/or flyers will be not permitted on SAMLARC Community Property including, but not limited to landscaping, median islands, poles, and buildings, unless approved by SAMLARC.
4. Play equipment, including inflatable structures are not permitted on SAMLARC Community Property unless a Bounce House Permit is issued by SAMLARC.
5. Animals (e.g. pony rides) are not permitted on SAMLARC Community Property without prior approval of SAMLARC.
6. Unightly Items
  - a. All weeds, rubbish, debris, or unsightly materials or objects of any kind shall be regularly removed from the Lots and shall not be allowed to accumulate thereon.
  - b. All clotheslines, wood piles, storage areas, machinery, and equipment shall be prohibited upon any Lot unless obscured from view of adjoining streets, Lots, sidewalks, Dwellings, or Community Property.
  - c. Dead landscaping, including trees, shrubs, bushes, vines, and other plant material shall be removed immediately.
  - d. Vegetable gardens of any type are not permitted in the front yard.
  - e. The exterior of the Residence shall be maintained, repaired, and painted to be free of stains, peeling, chips or cracks in the paint, stucco or other exterior finish material.
7. Portable Sports Equipment when not in use, portable sports equipment, play equipment or free-standing equipment (e.g., portable basketball hoops, sports nets, baseball tees, skateboard ramps, portable playground equipment) must be kept within property lines and not stored on front lot lawns, streets, sidewalks, curb ramp, handicap-access ramps, or common areas. All such equipment shall meet industry safety standards, kept aesthetically pleasing, and in proper maintenance.
8. Portable pop-up shade structures (i.e., canopies, tents, instant shelters), when not in-use, must be removed from street and adjoining lot view. Temporary shade structures cannot be used as a means to shade household windows, doorways, pets, vehicles, etc.
9. Residential waste and recycling containers shall not be placed out for service earlier than 3:00 p.m. on the afternoon prior to schedule service and **must be stored behind gate or in garage within 24 hours of service.**
10. No variance from the use restrictions contained in the Article entitled "Use Restrictions" of the CC&R's may be granted.
11. Drones - The Board has determined that the operation of drones above, on, over Community Property is a nuisance. Further the Board has determined that operating a drone above, on, from, over, or across property not owned or leased by the drone operator constitutes a nuisance. The operation of drones above, from, over, and on Community Property is prohibited. The operation of drones above, on, from, over, or across property not owned or leased by the drone operator is prohibited.

## **V. RECREATIONAL AND DESIGNATED FACILITIES**

### **A. GENERAL**

Use of the Recreational and Designated Facilities is limited to Registered Residents and their guests, with the following restrictions:

1. Residents may use the Recreational and Designated Facilities without charge during normal operational hours, except when Designated Facilities are being reserved by a Use Permit or are posted CLOSED. Use by a Permit has priority over use without a Permit.
2. Hours of operation and Guidelines affecting specific facilities will be posted at that facility, and they form an integral part of these Guidelines.
3. Use priorities for reserved use through a permit are based on a priority system. Use authorized through a Permit shall have priority over non-Permitted use.
4. Pursuant to California State Law, children under the age of fourteen (14) years must be accompanied, while in the Designated Facilities, by a responsible person, who shall not be younger than eighteen (18) years.
5. Each Resident is responsible at all times for his or her own conduct, as well as the conduct of all members of their family, their guests, their invitees, and/or their agents within the Community Property. Use privileges will be suspended if any person is found to be in violation of these Guidelines.
6. Use of the Recreational and Designated Facilities is subject to the following Rules of Conduct:
  - a. Smoking or vaping is not permitted.
  - b. Marijuana use is prohibited
  - c. Profane or obscene language is not permitted.
  - d. Fighting is not permitted.
  - e. Littering is not permitted. Trash containers must be used at all times.
  - f. Gambling and other illegal activities are prohibited.
  - g. Skateboarding is not permitted on SAMLARC amenities including but not limited to seat walls, tree planters, benches, stairs or railings.
7. Individuals, or groups, engaged in hazardous/destructive or potentially hazardous/destructive activities, and individuals who, in the opinion of staff or the Board, are incapable of reasonable control of their actions (due to alcoholic beverages, etc.) will be requested to leave any Recreational or Designated Facility immediately.
8. With the exception of the Lagoon and Beach Club subject to the requirements herein, alcoholic beverages are prohibited on the Recreational and Designated Facilities except through a Special Park Use Permit.
9. The Recreational and Designated Facilities may not be used for commercial purposes, except as otherwise designated by the CC&R's. Products, other than those provided by SAMLARC vendors, may not be sold at any Recreational or Designated Facility for the profit of any individual or commercial enterprise. This does not apply to Board approved non-profit organizations that request fundraising activities for support of activities approved by a Use Permit.
10. Health regulations will be strictly enforced at all times.
11. Glass of any type is prohibited at all Recreational and Designated Facilities, unless otherwise posted. This includes, but is not limited to drinking glasses, bowls, beer/soda bottles, pitchers, etc.
12. Residents are responsible for closing Designated Facility gates when entering or leaving any Designated Facility.
13. Portable barbecues and/or propane tanks are not permitted at any Recreational or Designated Facility unless specifically approved by a Use Permit.



14. Except for Service animals, no animals are allowed in Designated Facilities, unless in conjunction with an approved activity where Pets are permitted.
15. Bicycles, skates, and skateboards are not permitted in any Designated Facilities, or on the basketball courts. Bicycles must be parked at the bike racks provided.
16. All accidents and/or injuries occurring at Recreational or Designated Facilities or on Community Property must be reported within twenty-four (24) hours to SAMLARC. SAMLARC will not be held responsible for any accident or injury occurring at any Recreational or Designated Facility, or on Community Property, by Residents, Members of their family, guests, invitees, and/or agents.
17. Any damage and/or vandalism occurring at the Recreational or Designated Facility, or on Community Property, should be reported immediately to SAMLARC. Any Resident witnessing damage or vandalism should attempt to inform SAMLARC Management immediately, and if safely possible, should obtain the violating Resident's name, license plate number, or Gate Access ID Card number. SAMLARC will not be held responsible for any damage and/or vandalism occurring at any Recreational or Designated Facility, or on Community Property, by Residents, Members of their family, guests, invitees, and/or agents.
18. Use of Recreational Facilities and Designated Facilities is at the Resident's own risk.
19. Posting of any signs and/or flyers will be not permitted on SAMLARC Community Property including, but not limited to landscaping, median islands, poles, and buildings, unless approved by SAMLARC.
20. Play equipment (e.g., bounce houses) and/or animals (e.g., pony rides) are not permitted on SAMLARC Community Property, unless specifically approved by a Use Permit.
21. Violations of any of the rules or failure to follow the instructions of the program staff at any time, repeat violations of a rule or multiple violations of any rules are grounds for removal from any program and loss of use of the Recreational and Designated Facility.
22. Persons shall not bring into or discharge firearms, firecrackers, rockets, torpedoes, or other types of explosives: bring into or discharge any gun, pistol, slingshot or similar devices, or carry or use any bows and arrows, or carry or use any other object capable of propelling a projectile; or carry or use any object calculated or likely to make a noise sufficient to disturb the peace and quiet enjoyment of the Recreational Facility.
23. Recreational Facilities cannot be used for personal financial gain or commercial activity. If signs or flyers are posted advertising an event, they will be removed, and the Registered Resident may be fined, and the event canceled.
24. Private events that include an admission charge, or commercial activities that include the exchange of money for goods are prohibited. This includes catering events, food vendors, and the sale of any type of goods for a fee.
25. Events that require the use of amplified sound require an Amplified Sound Permit from SAMLARC.
26. Flowers, balloons, streamers are allowed, but only string or ribbon may be used to hang or attach decorations. Staples, tacks, and/or tape are not permitted. All decorations must be removed after the event.
27. Residents must indemnify and save SAMLARC harmless from any loss or damage to personal property by fire, theft, or from any cause whatsoever and to indemnify and save SAMLARC harmless from any and all liability for injury or death of any person or persons, or loss or damage to any property caused or occasioned by, or arising out of the use of SAMLARC Property

## **B. BOATING**

In addition to the following specific Guidelines, please refer to the General Guidelines, Section V-A.

1. Only SAMLARC owned and maintained boats are allowed. This rule shall not apply to model hobby craft vessels smaller than three (3) feet in length.

## **C. FISHING**

In addition to the following specific Guidelines, please refer to the General Guidelines, Section V-A.

1. The Lake is owned and stocked by SAMLARC.
2. Fishing is restricted to Registered Residents and their guests.
3. Fishing is permitted from the areas surrounding the Lake, except the fenced area of the Beach Club facility and the concrete area at the east end of the Lake.
4. Fishing is permitted with no more than one (1) pole per person, with no more than two (2) hooks per line.
5. The line shall be attended at all times.
6. The use of gigs, spears, explosives, firearms, air rifles, nets, traps, or bow and arrows is prohibited. Netting or trapping minnows, mosquito fish, crayfish or turtles is prohibited.
7. The bag limit per person, per day, is any combination of fish equaling four (4). A penalty per fish over the limit will be assessed.
  - a. Minimum size limit for largemouth bass and all catfish species is twelve (12) inches. There is no minimum size on all other fish species.
  - b. Fish under the minimum size requirements must be returned to the Lake immediately. Proper handling to minimize disturbance of a fish's slime coat and rapid return to the water is encouraged for any fish that is not retained. Release undersized or unwanted fish with a minimum of fishing gear attached if the hook cannot be removed easily.
8. In order to protect the natural ecological balance of the Lake, the only types of bait permitted are: red worms, night-crawlers, meal worms, terrestrial insects (grasshoppers, crickets, etc.), salmon eggs (fish roe), marshmallows, and catfish stink bait. Goldfish, minnows, shad, shiners or other live finfish baits are prohibited.
9. SAMLARC is the only entity allowed to introduce any fish, or wildlife of any kind, into the Lake. Violators will be fined.
10. Cleaning of fish, or disposing of fish at the Lake edge, is prohibited, and will result in a fine.
11. Trash, rubbish, used fishing line or other debris must be placed in trash containers around the Lake, and not left on the Lake edge. Violators will be subject to a fine.

## **D. LAKE and LAKESHORE**

The Lake and Lakeshore are considered a Recreational Facility. In addition to the following specific Guidelines, please refer to the General Guidelines, Section V-A.

The Lake is a man-made body of water and must be carefully maintained to keep it in an ecologically healthy and attractive condition. The Lake is maintained by technicians experienced in the use of chemicals, which are used to inhibit the accumulation of weeds, algae, animal wastes, and insect pests. At the time these chemicals are used, or if unforeseen problems arise, it may be necessary to restrict or prohibit the use of the Lake.

1. Throwing trash, rubbish, debris, cigarette butts or any foreign objects into the Lake is prohibited. All refuse must be disposed of in trash containers.

2. The introduction of any fish, reptile, animal, or other wildlife into the Lake is prohibited. Violators will be fined.
3. Domestic pets around the Lakeshore must be on a leash. Each Resident is responsible for removing his/her dog's, cat's or other animal's defecation from the Lakeshore.
4. Dogs, cats, or other animals shall not be carried or transported on the Lake; nor shall they be permitted in any manner to enter the Lake.
5. Feeding of ducks, mallards, geese, and other birds is prohibited, and subject to a fine.
6. Wading, swimming, scuba or skin diving is not permitted in the Lake, other than for rescue or maintenance purposes.

#### **E. SWIM LAGOON**

The Swim Lagoon is a Designated Facility. In addition to the following specific Guidelines, please refer to the General Guidelines, Section V-A.

Lagoon Monitors and/or Lifeguards may be in place during the spring and summer seasons to monitor the water and respond to emergencies. Lagoon Monitors and/or Lifeguards do not take the place of parental supervision. Always keep a close eye on your children when they are in the water. When supervising children in the water, parents should not use cell phones, read books or engage in activities poolside that take attention from supervising children. Children, even those that have learned to swim, can become distressed or submerged in seconds. Please help keep the SAMLARC Swim Lagoon safe for your child by paying close attention to them at all times.

1. Swimming in the Lagoon, Pools and Waders is limited to Registered Residents and their guests.
2. Swimming in the Lagoon is limited to specific hours, which are posted at the Lago Santa Margarita Beach Club entrance. Hours are subject to change without notice. Swimming is at one's own risk.
3. While in the water children three (3) years old and under must be within arm's length of a parent or responsible adult eighteen years of age or older. Children four (4) years old to six (6) years old must have a parent or responsible adult eighteen years of age or older in the water within ten (10) feet of the child.
4. Only U.S. Coast Guard-approved personal flotation devices are allowed. A limited number of approved life vests are available for checkout at the Lagoon and pools during the hours of staffing. Please check with SAMLARC staff for availability.
5. Fins, air mattresses, flotation devices, or other similar devices are not permitted in the Lagoon.
6. All children under four (4) (toilet trained or not) must wear waterproof rubber shorts (with elastic at the waist and legs), when in the water. During staffing hours, vinyl waterproof swim shorts are available at the office.
7. Diving is not allowed.
8. All swimmers must shower prior to entering the Lagoon.
9. Consistent with Title 22 §65541 of the California Code of Regulations, Resident and Guest Lagoon users having a communicable disease while in an infectious state, or while having any symptoms such as a cough, nasal or ear discharge or when wearing bandages, shall not enter the Lagoon water unless the Lagoon user submits a current written statement to the Lagoon operator, signed by a license physician, confirming that the Lagoon user does not present a health hazard to others using the Lagoon or ancillary facilities.

10. Running is not allowed in the swim Lagoon, on the adjacent sand, or on the paved areas. Unruly conduct is not permitted in the swimming area.
11. Hairpins and metal clips are not allowed.
12. Clothing other than normal swimming attire, is not allowed to be worn while in the Lagoon.
13. Food is not permitted in the water. Waterfowl should never be encouraged by feeding. These birds add unwanted nutrients to the water that are damaging to the water quality.
14. SAMLARC furniture and property must not be removed from the Lago Santa Margarita Beach Club area nor shall it be placed in the water.
15. The use of Beach Club lounge chairs may be limited on seasonal high usage days.
16. Parents are to accompany all children into the Beach Club restroom facilities.
17. Changing of diapers on the beach is not permitted. Diaper changing tables are provided in the restroom facilities.
18. Throwing trash, rubbish, debris, cigarette butts or any foreign objects into the Lagoon is prohibited.
19. Personal items may not be left in the area overnight. All "lost and found" items should be turned in to the Beach Club office. These items will be kept for thirty (30) days and then, if not claimed, may be discarded.
20. Except for Service Animals, no animals allowed in Designated Facilities, unless in conjunction with an Approved activity where Pets are permitted.
21. Residents, or their guests, shall not enter the equipment areas at any time.
22. Radio and stereo noise shall be kept at a moderate level. SAMLARC has discretionary power to limit noise levels.
23. Water contamination will result in closure of the Swim Lagoon.
24. Non-compliance with these policies will result in expulsion from the Beach Club.
25. Individual or group private swim lessons or swim instruction may not be provided in SAMLARC Pools or the Lagoon for commercial purposes unless approved by SAMLARC. Commercial purposes is defined as any action taken on the part of an instructor for pay or income generation.

## **F. POOLS AND WADERS**

The Swimming Pools and Waders are Designated Facilities. In addition to the following specific Guidelines, please refer to the General Guidelines, Section V-A.

Pool Monitors and/or Lifeguards may be in place during the spring and summer seasons to monitor the water and respond to emergencies. Pool Monitors and/or Lifeguards do not take the place of parental supervision. Always keep a close eye on your children when they are in the water. When supervising children in the water, parents should not use cell phones, read books or engage in activities poolside that take attention from supervising children. Children, even those that have learned to swim, can become distressed or submerged in seconds. Please help keep the SAMLARC Pools and Waders safe for your child by paying close attention to them at all times.

1. Swimming in the Pools and Waders is limited to Registered Residents and their guests.
2. Swimming in the Pools and Waders is limited to specific hours, which are posted at each facility. Hours are subject to change without notice. Swimming is at one's own risk.
3. While in the water children three (3) years old and under must be within arm's length of a parent or responsible adult eighteen years of age or older. Children

- four (4) years old to six (6) years old must have a parent or responsible adult eighteen years of age or older in the water within ten (10) feet of the child.
4. Only U.S. Coast Guard-approved personal flotation devices are allowed. A limited number of approved life vests are available for checkout at the pools during the hours of staffing. Please check with SAMLARC staff for availability.
  5. Fins, balls, air mattresses, flotation devices or other similar devices are not permitted in the Pool.
  6. All children under four (4) (toilet trained or not) must wear waterproof vinyl shorts, (with elastic at the waist and legs), when in the water. During staffing hours, vinyl waterproof swim shorts are available. Please see a staff member for assistance.
  7. Diving is not allowed.
  8. All swimmers must shower prior to entering the Pool or Waders.
  9. Consistent with Title 22 §65541 of the California Code of Regulations, Resident and Guest Pool or Wader users having a communicable disease while in an infectious state, or while having any symptoms such as a cough, nasal or ear discharge or when wearing bandages, shall not enter the Pool or Wader water unless the Pool or Wader user submits a current written statement to the Pool or Wader operator, signed by a license physician, confirming that the Pool or Wader user does not present a health hazard to others using the Pool, Wader, or ancillary facilities.
  10. Running is not allowed in the Pool and Waders areas. Unruly conduct is not permitted in the swimming area.
  11. Hairpins and metal clips are not allowed.
  12. Clothing other than normal swimming attire, are not allowed to be worn while in the Pool or Waders.
  13. Food is not permitted in the water.
  14. Except for Service Animals, no animals are allowed in Designated Facilities, unless in conjunction with an Approved activity where Pets are permitted.
  15. SAMLARC furniture and property must not be removed from the Pool area, nor shall it be placed in the water.
  16. Water contamination will result in immediate closure of the Pool or Waders.

#### **G. TENNIS AND PICKLEBALL COURTS**

The Tennis and Pickleball Courts are Designated Facilities. In addition to the following specific Guidelines, please refer to the General Guidelines, Section V-A.

1. Use of the Tennis and/or the Pickleball Courts is limited to Registered Residents and their guests during the specific hours posted at each facility.
2. Tennis shoes (rubber soled shoes) are the only type of footwear permitted on the courts.
3. All players waiting to play (and spectators) must remain off the court area. Parents bringing non-playing children must keep them supervised at all times.
4. Tennis and/or Pickleball Courts may be used for 1 1/2 hours of playing time. If, at the end of the play period there is no one waiting for the court, players may continue to play until another party arrives. Individual players may not hold a court while others are waiting to play.
5. Courts are available on a first come, first served basis, unless posted "reserved" for a SAMLARC Recreational class or Park Use Permit which take precedence over individual use.
6. The use of privately owned ball machines is permitted with the approval of SAMLARC.

7. Rallying against the windscreens is not permitted.
8. Food and beverages, other than water, are not permitted on the tennis pickleball courts.
9. No animals, pets are allowed on the courts.

## **H. PARKS AND TRAILS**

The Parks and Trails are considered a Recreational Facility. In addition to the specific Guidelines that follow, refer to General Guidelines, Section V-A.

1. The Parks and Trails consist of active and passive areas.
2. The active areas consist of the covered picnic areas and the adjacent barbecues, and sport fields, and the basketball and volleyball courts.
3. The passive areas include the tot lots, play equipment, uncovered picnic tables with barbecues; open grass areas, walkways and benches.
4. All active areas may be reserved for use by obtaining a Park Use Permit. If not reserved, the active areas are available on a first come first served basis. The passive areas cannot be reserved and are available on a first come first served basis only. Those with a Park Use Permit have use priority over those without a permit.
5. All league or structured activities must first obtain organization approval from SAMLARC before obtaining a Park Use Permit.
6. The following Guidelines apply to the use of all Park and Trail areas.
  - a. All Parks and Trails are open from 6:00 A.M. to 10:00 P.M. Use from 10:00 P.M. to 6:00 A.M. is prohibited unless specifically authorized by SAMLARC.
    - 1) The Lakeshore shall be open until 11:00 P.M.
    - 2) All lighted Sports Fields shall be open until 10:00 P.M.
  - b. No person shall drive or otherwise operate a Vehicle in a Park or Trail area on surfaces other than those maintained and open to authorized users for the purposes of vehicular travel. The only exceptions are: Vehicles in service of SAMLARC; law enforcement Vehicles; emergency Vehicles; or, those specifically authorized by Park Use Permit.
  - c. No person or group shall install, use, and operate within any Park Non-Sports Area or Park Sports Field a loudspeaker or any sound amplifying equipment unless specifically authorized by an Amplified Sound Permit. Exceptions include: Use by law enforcement personnel; or, use by SAMLARC Staff.
  - d. Authorized non-profit organizations may obtain use of approved vendors for permit-authorized fund-raising efforts. All commercial vendors must first be requested by the fund raiser, then that vendor must obtain approval from SAMLARC.
  - e. No person, group or organization shall make any modifications or additions to, any area in the Park Non-Sports Areas or Park Sports Fields unless specifically authorized in writing by SAMLARC.
  - f. The practicing or playing of golf on any Park Non-Sports Area or Park Sports Field is prohibited.
  - g. Inclement weather is defined as weather which, in the sole judgment of SAMLARC, would leave a Park in a condition that would present a risk of damage to the Park Sports Field or injury to the user. SAMLARC has the authority to close all or any portion of a Park Sports Field to a user based on inclement weather.
  - h. All dogs shall be kept on a leash when in a Recreational Facility. All local leash laws will be strictly enforced by the appropriate governing entity.
  - i. Each Resident, guest and invitee is responsible for removing his/her dog(s), cat(s), or other animal feces from a Recreational Facility.

7. Sports League and Organized Sports Use on Central Park and the neighborhood parks of Cielo Vista, Estrella Vista and Mesa Linda Park:
  - a. It is not recommended that these parks be utilized for sports league and organized sports use.
  - b. Any use will be restricted to practice only, and for no longer than one month during the calendar year unless otherwise approved by the Board of Directors.
  - c. Use will require a Special Use Permit approve by the Board of Directors on a case-by-case basis.
  - d. Use by sports leagues subject to all other fields being reserved and there being no other field available.

Note: Some Parks and Trails border natural wildlife habitats that may contain mountain lions, coyotes, rattlesnakes, ticks, and other wildlife. This wildlife may be present at Parks and Trails at any time. Use caution at all times and carefully monitor children and pets.

## **I. PARK USE PERMIT**

The Park Use Permit reservation system is available to all SAMLARC Residents. In addition to the specific Guidelines that follow, refer to General Guidelines, Section V-A.

Applications for reservations may be made by a Resident, at the Beach Club, the SAMLARC Business office or online at [www.samlarc.org](http://www.samlarc.org). The Resident making the reservation must be present during the entire period for which the facility was reserved.

1. Permits must be obtained whenever use involves one or more of the following conditions:
  - a. Groups that involve more than 30 persons.
  - b. Use for a Special Park Activity.
  - c. Activities that are structured, organized and reoccurring.
  - d. Use initiated by a non-resident person or organization.
2. A separate permit, in addition to the Park Use Permit, is required for any snack bar use, amplified sound use, tournaments or clinics, and "Jump Houses".
3. A Park Use Permit will be issued in accordance with the following User Group Priority Rankings:
4. An organization's Priority Group Classification determines their priority for field facility and/or Park reservation allocations (i.e. Group I has first priority for field allocations, Group II has second priority for field allocations, and so on). Priority use of fields will be given to traditional primary season sports and by Priority Group Classification. (See Section VI, Sport Season Priority.)

### Group I:

Defined as SAMLARC approved events, classes or activities. Approved events, classes or activities as are approved by the SAMLARC Board of Directors.

### Group II:

1. Saddleback Valley Unified School District (SVUSD) or Capistrano Valley Unified School District (CVUSD) related programs.
2. SVUSD and CVUSD have priority use at SAMLARC Parks adjacent to elementary and junior high sites prior to 3:00 p.m. on weekdays.
3. City of Rancho Santa Margarita Sponsored Events approved by the SAMALRC Board of Directors.

Group III (A):

Defined as SAMLARC Approved Youth, resident, volunteer, non-profit 501(c)(3) organization with more than 50% SAMLARC residents conducting recreational (non-competitive) youth sports activities.

The criteria for approval as a "SAMLARC Youth Organization Group III (A)" includes, but may not be limited to, the following:

1. Organization, or portions of the organization, must assign registrants to teams in an effort to make the teams in each division of equal playing experience and talent rather than grouping teams based solely on talent levels. Organizations must be recreational in nature and have an "everyone plays, no child is turned away" philosophy requiring that each participant plays in games for a significant period of time.
2. League must consist of multiple teams in each division with a boundary map identifying the service area and the criteria for participant registration.
3. Organizations must submit a Letter of Determination or Letter of Affirmation from the IRS that indicates they are in current status as non-profit 501(c)(3) organization.
4. Organizations must maintain an affiliation with a national or state sport governing body. Those national or state bodies must have governance over the organization, including all requirements for training per each league's manual, background checks, and disciplinary actions.
5. Organizations must have a Charter and a non-paid Board of Directors.
6. Organization must be volunteer based; no paid coaching.
7. Organization must submit player rosters showing proof of residency.
8. Calendar of Organization events (listing dates for signups, player evaluations, start of practices, opening day, start of regular season games, playoffs, start of All Stars practices, tournaments, camps etc.).
9. Organizations must designate one representative as the SAMLARC contact responsible for all communication pertaining to Permits, field use and all requests related to use of SAMLARC facilities.

Group III (B):

SAMLARC Approved Youth, resident, volunteer, nonprofit 501(c)(3) organization with 49% or less SAMLARC residents conducting recreational (non-competitive) youth sports activities.

The criteria for approval as a "SAMLARC Youth Organization Group III (B)" includes, but may not be limited to, the following:

1. Organization, or portions of the organization, must assign registrants to teams in an effort to make the teams in each division of equal playing experience and talent rather than grouping teams based on talent levels. Organizations must be recreational in nature and have an "everyone plays, no child is turned away" philosophy requiring that each participant plays in games for a significant period of time.
2. League must consist of multiple teams in each division with a boundary map identifying the service area and the criteria for participant registration.
3. Organizations must submit a Letter of Determination or Letter of Affirmation from the IRS that indicates they are in current status as nonprofit 501(c)(3) organization.
4. Organizations must maintain an affiliation with a national or state sport governing body. Those national or state bodies must have governance over the



- organization, including all requirements for training per each league's manual, background checks and disciplinary actions.
5. Organizations must have a Charter and a non-paid Board of Directors.
  6. Organization must be volunteer based; no paid coaching.
  7. Organization must submit player rosters showing proof of residency.
  8. Calendar of Organization events (listing dates for signups, player evaluations, start of practices, opening day, start of regular season games, playoffs, start of All Stars practices, tournaments, camps etc.)
  9. Organizations must designate one representative as the SAMLARC contact responsible for all communication pertaining to Permits, field use, and all requests related to use of SAMLARC facilities.

Group IV (A):

SAMLARC Approved Adult, resident, volunteer nonprofit 501(c)(3) and organizations conducting sports league activities. An example would be AYSO Adult Soccer and Rancho Santa Margarita Arena Soccer.

1. Organization's entire league enrollment must consist of 50% or greater SAMLARC residents.
2. League must consist of multiple teams in each division and have a boundary map that identifies the service area and the criteria for participant registration.
3. Organizations must submit a Letter of Determination or Letter of Affirmation from the IRS that indicates a current non-profit 501(c)(3) status.
4. Organizations must have a Charter and a non-paid Board of Directors.
5. Organization must be volunteer based; no paid coaching.
6. Organizations must designate one representative as the SAMLARC contact responsible for all communication pertaining to Permits, field use and all requests related to use of SAMLARC facilities.
7. Organization must submit player rosters showing proof of residency.
8. Calendar of Organization events (listing dates for signups, player evaluations, start of practices, opening day, start of regular season games, playoffs, start of All Stars practices, tournaments, camps etc.)

Group IV (B):

SAMLARC Approved Youth, resident, with at least 30% SAMLARC residents, volunteer, nonprofit 501(c)(3) competitive leagues conducting youth sports activities. An example would be OC Bears Baseball Club.

The criteria for approval as a "SAMLARC Youth Organization Group IV (B)" includes, but may not be limited to, the following:

1. League must consist of multiple teams in each division with a boundary map that identifies the service area and the criteria for participant registration.
2. Competitive leagues are defined as have try outs and not every player is accepted into the program.
3. Organizations must submit a Letter of Determination or Letter of Affirmation from the IRS that indicates a current nonprofit 501(c)(3) status.
4. Organizations must maintain an affiliation with a national or state sport governing body. Those national or state bodies must have governance over the organization, including all requirements for training per each league's manual, background checks and disciplinary actions.
5. Organizations must have a Charter and a non-paid Board of Directors.
6. Organization must be volunteer based; no paid coaching.

7. Organization must submit Player rosters showing proof of residency.
8. An organization must submit a calendar of events (listing dates for signups, player evaluations, start of practices, opening day, start of regular season games, playoffs, start of All Stars practices, tournaments, camps etc.).
9. Organizations must designate one representative as the SAMLARC contact responsible for all communication pertaining to Permits, field use and all requests related to use of SAMLARC facilities.

\*NOTE: Organizations that have both recreational and competitive teams will be assigned status based upon the nature of play. Recreational and Advanced Placement teams will have Group III user status and competitive (select/travel) teams in that organization will have Group III status.

Group IV (C):

SAMLARC Approved Youth resident with at least 30% SAMLARC residents for profit competitive leagues conducting youth sports activities. An example would be OC Rebels Lacrosse.

The criteria for approval as a "SAMLARC Youth Organization Group IV (C)" includes, but may not be limited to, the following:

1. League must consist of multiple teams in each division with a boundary map that identifies the service area and the criteria for participant registration.
2. Organizations must maintain an affiliation with a national or state sport governing body. Those national or state bodies must have governance over the organization, including all requirements for training per each league's manual, background checks and disciplinary actions.
3. Organization must submit Player rosters showing proof of residency.
4. Organizations must designate one representative as the SAMLARC contact responsible for all communication pertaining to Permits, field use and all requests related to use of SAMLARC facilities.

Group V:

SAMLARC Resident, one time use, private party, neighborhood-oriented activities closed to the public.

A SAMLARC resident is defined as a person who lives in the SAMLARC Membership boundaries.

Group VI (A):

Non-Profit, Non-Sports, Local Service Organization - Includes, but not limited to, organizations such as Chamber of Commerce, American Cancer Society, and Boy Scouts/Girl Scouts, school PTA's.

Group VI (B):

Non-Profit out of Area Service Organization - Any other nonprofit that is not local to Rancho Santa Margarita area.

Group VII:

Commercial or Corporate Events - Local companies wanting to conduct a company event, picnic and/or softball game. An example would be PADI Americas conducting a company softball game or Applied Medical for a team building event and picnic.

5. Park Use Fees. There is no charge to SAMLARC Registered Residents for obtaining a Park Use Permit for any park area. However, there shall be Use Fees and/or Deposits charged for use of the Park Sports Fields or any Park

- Facilities in accordance with the current fee structure. Fees for governmental events will be determined based on scope and need.
6. Any park user wanting a Park Use Permit will be required to provide proof of liability insurance coverage in an amount and upon such terms as approved by SAMLARC. The only exceptions are for a picnic permit, and for permits for Resident pick-up games/activities, which are for one-time Park Sports Field use.
  7. The following limitations apply when requesting reservations:
    - a. No reservation shall be obtained for:
      - 1) A legal holiday.
      - 2) Weekday use between dusk and 6:00 a.m. the following day or from 10:00 p.m. to 6:00 a.m. the following day at lighted fields.
      - 3) Saturday use between dusk and 8:00 a.m. the following day, or between 10:00 p.m. and 8:00 a.m. the following day for lighted fields.
      - 4) Sunday use between 5:00 p.m. and 6:00 a.m. the following day.
      - 5) The first Sunday of each month, shall be designated as Community Park Day, and Permits will not be issued for organized play, with the exception of Cañada Vista, Tijeras Creek, and Trabuco Mesa Sports Parks. For all other parks, this time is to be open for general community use. Exceptions may be made for League scheduled Tournaments and/or Playoffs.
    - b. Priority IV-VII user requests must be for one date, time, and place only, no multiple dates.
    - c. Priority IV - VII user requests must be scheduled for one (1) hour minimum, six (6) hours maximum.
    - d. Priority IV - VII requests will be considered on a first-come, first-served basis. Any Priority IV - VII weekday reservation request is considered a special request.
    - e. The maximum people allowed for a Priority IV permit is 30-90 for picnic areas depending on seating capacity, and 30 for pick-up Sports Field use.
    - f. The covered picnic area will be reserved for picnic use only.
    - g. Only one permit at a time will be issued per covered picnic use area.
    - h. Bounce House, food concession stand use, or other special considerations will require a separate permit in addition to the Park Use Permit.
  8. See Athletic Field Use Allocation Policy, Special Use Policy, Concession Stand Policy, Amplified Sound Policy and Bounce House Policy for additional provisions.
  9. Fee waiver requests for Special Use Permits will be evaluated as follows:
    - a. Fees may be waived for nonprofit organizations/groups whose proceeds are earmarked for charitable and/or beneficial causes. Organizations must demonstrate how their event and/or activity directly benefit the SAMLARC community.
    - b. Fees may be waived for SAMLARC approved youth organizations conducting special events, e.g., picture day, or fundraisers to reduce player fees.
    - c. Fees may be reduced or waived for the City of Rancho Santa Margarita where there is no charge to residents.

## **J. SAMLARC ARENA**

The SAMLARC Arena is a Designated Facility. Use shall be approved and permits issued in accordance with approved User Groups. In addition to the following specific Guidelines, please refer to the General Guidelines, Section V-A.

1. The primary use of the SAMLARC Arena will be arena (indoor) soccer Box Lacrosse, and field hockey.
2. The SAMLARC Arena is a "closed" facility and shall be open only when: (a) scheduled and supervised by an approved organization that has been issued a Park Use Permit; or, (b) for special events.
3. The SAMLARC Arena is available for use by Registered Residents and their guests only, and by approved league organization Members.
4. SAMLARC and the contracted program vendor reserve the right to remove persons from the SAMLARC Arena for violations of any of the above rules.

## **K. AMPHITHEATERS AT CENTRAL, TRABUCO MESA AND LAKESHORE PARKS**

Amphitheaters are considered Recreational Facilities. In addition to the following specific Guidelines, please refer to the General Guidelines, Section V-A.

1. The reservation of the amphitheater is restricted to Registered Residents for personal use only.
2. Worship services are permitted in the Central Park Amphitheater only. Please refer to the General Guidelines in Section IV.- F.
3. Reservation of the amphitheater does not include the exclusive use of other Recreational or Designated Facilities. Although the amphitheater may be used by those reserving it, and their guests, other Residents and their guests may not be excluded from the use of the surrounding areas.
4. The amphitheater may be reserved no more than one-hundred-and-eighty (180) days in advance and cannot be reserved for two consecutive weeks.
5. A security deposit will be required to be provided to SAMLARC no later than 14 days prior to the scheduled time of use. If there is no damage to the property, the deposit will be returned.
6. All events must begin no earlier than 8:00 a.m. and must end no later than dusk. The amphitheater may not be reserved after dusk.
7. The following applies to Priority User Groups:
  - a. Requires a Use Permit indicating the number of guests.
  - b. 3 hours use minimum.
  - c. Preparation of food in the amphitheater area is not allowed.
  - d. Banquet tables or chairs may be set-up on the grass of the amphitheater with prior approval.

## **L. CENTRAL PARK GRAND TERRACE**

The Central Park Grand Terrace is the park area bounded by the Civic Center, two adjacent parking lots and palm trees and is considered a Recreational Facility. In addition to the specific Guidelines that follow, refer to the SAMLARC Policy and Guidelines, Section V-A.

1. Use of the Grand Terrace requires a reservation and will be subject to a fee. A security deposit will be required to be provided to SAMLARC no later than 14 days prior to the scheduled time of use.
2. All organized, structured use must be reserved by permit. Permit-reserved use has priority over non-permitted use.
  - a. No sports activities are allowed on the Grand Terrace.
  - b. Alcohol is not allowed except through a Board approved Special Park Use Permit.

3. Private Resident Groups:
  - a. Private Resident Groups require a Special Park Use Permit
  - b. 150 people maximum allowed.
  - c. 4 hours use minimum.
  - d. Approval is required for concerts or amplified sound.
  - e. Non-amplified musical accompaniment such as a guitar, flute or harp soloist is allowed.
  - f. Grand Terrace reservation does not include exclusive use of adjacent Recreational or Designated Facilities. Residents and their guests not part of the reserving group may not be excluded from the use of adjacent recreational or designated areas.
  - g. Private Resident groups may not reserve the Grand Terrace more than 180 days ahead of time, nor for two consecutive weeks.
  - h. Preparation of food in the Grand Terrace area is not allowed.
  - i. Banquet tables or chairs may be used. However, type and setup must be approved by SAMLARC for non-degradation of turf. User is responsible for obtaining these items.
  - j. No cars or trucks are allowed on the Grand Terrace. All tables, chairs, etc., must be carried on by the vendor.
  - k. No modifications can be made to the Grand Terrace without specific approval.
  - l. If any other sizeable items, not normally on the Grand Terrace, are required for the event (e.g. booths, platforms, jumpers), they must be separately approved and the transportation and placement coordinated through SAMLARC.
  - m. Use of placards, posters, or other temporary display or signage type items must specifically be authorized by SAMLARC.
  - n. The Grand Terrace and adjacent areas must be cleared of debris, trash and spills at the end of the use.
  - o. All trash must be removed and deposited in the trash receptacles located throughout the Grand Terrace.
  - p. If receptacles are full, trash is to be placed in tightly secured trash bags to be supplied by the permittee and placed next to any trash receptacle for pickup.
  - q. All items must be removed from the Grand Terrace no later than 1 hour after completion of the permitted use.
4. Use Hours and Days. - The following applies only to private groups:
  - a. Monday through Friday 8 a.m. - dusk
  - b. Saturday – 8 a.m. - dusk
  - c. Sunday – 10 a.m. – dusk

## **M. FIESTA ROOM**

### **1. RESERVATIONS**

The Fiesta Room may be reserved by Registered Residents for their personal use. The following Guidelines apply:

- a. Reservation of the Fiesta Room does not include the exclusive use of other Recreational or Designated Facilities. Although the swim Lagoon may be used by those reserving the Fiesta Room, other Residents and their guests may not be excluded from the Lagoon area.
- b. Application for reservation of the Fiesta Room may be made by a Resident at the Beach Club or online at [www.samlarc.org](http://www.samlarc.org). The Resident making the reservation must be present during the entire period for which the Room is reserved.
- c. Tenants who wish to reserve the Room must have the Owner of their unit complete and sign the Fiesta Room Reservation form.

- d. A security deposit will be required to be provided to SAMLARC no later than 14 days prior to the scheduled time of use.
  - e. Residents may make reservations not more than 180 days in advance of the event. The Fiesta Room may be reserved as late as 48 hours in advance. However, at least two (2) weeks notice must be given if alcohol (beer and wine only) is to be served at the event, and the security guard fee paid, if applicable.
  - f. The Fiesta Room rental fee, and guard fee, if applicable, is due at the time the reservation is made. Fees are non-refundable and will be retained by SAMLARC if the event is canceled within the fourteen (14) days prior to the event.
  - g. Reservations are not accepted for Holidays.
  - h. The maximum capacity of the Fiesta Room is forty-nine (49).
2. Smoking is not permitted within the Fiesta Room.
  3. All musicians, D.J. equipment, stereos and speakers, must be confined within the Fiesta Room.
  4. All music must be turned down by 10:00 p.m. and turned off no later than 11:00 p.m.
  5. Use of the permanently installed TV's in the Fiesta Room is permitted subject to the user connecting wirelessly and having the appropriate system requirements. The TV's do not have any cable or satellite services available. Please check with Beach Club staff for system requirements and how to connect wirelessly.
  6. SAMLARC functions have priority over Residents for reserving the Fiesta Room.
  7. The Fiesta Room is for the use of Residents and their guests, and may be restricted by the Board of Directors for:
    - a. Delinquent SAMLARC assessments.
    - b. Violation of these Policies and Guidelines.
    - c. Deliberate abuse of the Recreational and/or Designated Facilities.
  8. The Fiesta Room may not be used for commercial purposes. Products, (other than those provided by SAMLARC vendors), may not be sold in the Fiesta Room, nor in any Recreational or Designated Facility, for the profit of any individual or commercial enterprise.
  9. Furniture must not be moved from the interior of the Fiesta Room. Furniture may be moved within the Fiesta Room; however, a service charge will be incurred by the renter if the furniture is not returned to its original position at the close of the event.
  10. Alcoholic Beverages may be permitted subject to the following conditions:
    - a. A certificate of insurance from the Homeowner's liability insurance, naming SAMLARC as an additional insured, is required.
    - b. In accordance with California State Law, no one under the age of twenty-one (21) years shall be served an alcoholic beverage while on the premises.
    - c. The Resident shall arrange for all pick-ups and deliveries to be made the day of the event.
    - d. All kitchen equipment, banquet tables, podiums, electrical equipment and sound equipment are to be provided by the Resident.
    - e. The Resident shall be completely responsible for all set-ups and clean-up.
  11. The reserved function shall end no later than 12:00 midnight.
  12. SAMLARC is not responsible for personal items that may be lost or stolen.
  13. Refund of the Security Deposit is subject to deduction for:
    - a. Any damage to the Lago Santa Margarita Beach Club and/or its contents.
    - b. Any damage to SAMLARC Recreational or Designated Facilities or landscaped areas by Residents, or guests.
    - c. Cleaning the Fiesta Room.

- d. Violation of any of these Policies and Guidelines.
14. Use Fees shall apply to Sub Maintenance Corporation meetings pursuant to the current fee schedule.
15. The fiesta room rental fees are subject to change without notice.

#### **N. TEMPORARY BANNER POLICY**

The following banner rules and regulations apply to SAMLARC Community Property:

Temporary Banner Fee: In accordance with current Fee Schedule

1. Banners for legally recognized non-profit community organizations located in the city of Rancho Santa Margarita shall be permitted only on/within areas designated by the SAMLARC Board of Directors. The Community Property areas designated are set forth below.
2. Banners must be approved by the city of Rancho Santa Margarita prior to submitting an application.
3. Banner may not exceed 4 x 6 feet (24 square feet in total).
4. Commercial advertising for goods and services is not permitted.
5. Banners shall pertain to an upcoming community event only that is open to the general public and is not political or religious in nature.
6. Banners are not allowed for garage sales.
7. A maximum of three (3) banner permits may be issued per applicant in one calendar year.
8. All three (3) banners will be permitted to be on display for a total maximum period of ten (10) days or if only one (1) banner is required in one calendar year, it can be permitted to be on display for a total maximum period of thirty (30) days.
9. Banners must be removed immediately following the event.
10. Banners must be freestanding mounted on hardware and may not exceed five (5) feet in height.
11. Each Banner Permit Application is limited to one banner. Use multiple applications for multiple banners.
12. SAMLARC will not be liable for damaged, lost or stolen banners due to weather, irrigation damage, vandalism, etc.
13. SAMLARC shall be responsible for the installation and removal of banner.
14. SAMLARC will approve all language on all banners and reserves the right to deny a banner request or remove banner that does not comply with the policies.
15. Banners will be approved for only one time events and excludes ongoing programs.
16. Each designated location shall not exceed a total of one (1) posted banner at any time.
17. All Banner requests will be considered on a first come, first served basis and applications will be accepted up to three (3) months in advance.
18. SAMLARC sponsored programs shall have first priority.

#### SAMLARC Maintained Property Designated Temporary Banner Locations in turf area only:

- a. Santa Margarita Parkway at Melinda – two (2) corners
- b. Santa Margarita Parkway at Las Flores – two (2) corners
- c. Antonio and Banderas – two (2) corners northeast and west corners
- d. Santa Margarita Parkway at Alicia Parkway – southeast corner
- e. Santa Margarita Parkway and Antonio – northeast corner
- f. Current location on the southwest corner to the southeast corner of Santa Margarita Parkway at Alicia as well as not allow banners for garage sale

**O. SAMLARC VIDEO SURVEILLANCE AND CAMERA POLICY**

After careful consideration, SAMLARC has determined that the use of video surveillance cameras is necessary to deter acts of vandalism and potential criminal activity, and, increase the likelihood that perpetrators of these acts will be identified. SAMLARC has adopted this Video Surveillance Camera Policy in furtherance of these purposes and to assist in complying with privacy laws governing the collection of personal information.

1. Camera Locations and Time of Operations: SAMLARC may install, or has installed, video surveillance cameras in the following locations:

Altisima Park	Mesa Linda Park
Arroyo Vista Park	Monte Vista Park
Cañada Vista Park	Solana Park
Central Park	Tijeras Creek Park
Cielo Vista Park	Trabuco Mesa Park
Estrella Vista Park	Urban Trail East and West
Lago Santa Margarita Beach Club	Vista Verde Park

At each location in which cameras are installed, images will be recorded 24 hours per day when motion is detected by the security cameras. All areas subject to video recording will be identified by signs that are clearly posted at the entrance to that area.

Digital video recording equipment will record video images for viewing in the event that facilities are vandalized or reports of possible criminal activity have been received. Live camera feeds may occasionally be viewed by authorized SAMLARC staff or the SAMLARC security vendor. SAMLARC disclaims any responsibility or obligation to view real time events.

2. Use and Retention of Digital Images:
- a. Video cameras shall be used for the sole purpose of recording digital images to assist in deterring vandalism and other criminal activity. No warranty is made or implied as to resident safety.
  - b. In the event of a reported or observed incident, the recorded digital images may be used to assist in the investigation of the incident and may be turned over to law enforcement personnel, if appropriate.
  - c. At no time will persons other than those designated by the SAMLARC Community Executive Director and/or SAMLARC Assistant General Manager have access to the digital images made in the course of video recording. Personal information contained on the digital images shall not be used or disclosed for purposes other than those for which it was collected, except with the consent of the individual or as required by law.
3. Fiesta Room Camera: The Fiesta Room camera may be set to record during reserved hours.

**VI. ENFORCEMENT POLICY**

**A. STANDARD ENFORCEMENT PROCESS**

1. In the event that the SAMLARC Covenant Committee observes that an apparent violation of the Governing Documents and/or rules of SAMLARC has taken place, or



receives a Rules and Violation Report, which has been signed by two or more Residents, the Committee will act as follows:

- a) Place a Courtesy Tag on garage door of residence in Level 1 Violations e.g. trash can left out, weeds in front yard, basketball hoop left on street or sidewalk, etc.
  - b) Send a violation letter stating the violation and the date by which such violation is to be cured to avoid further enforcement efforts.
  - c) If the violation continues, send a second letter with a notice to the Member advising of the Member's right to appear and discuss the violation with the Covenant Committee. The hearing date will normally be set not less than fifteen days (15) or more than sixty (60) days from date of written notice of the hearing.
  - d) A Member is present either in person, or by written response to the alleged violation, at a hearing before the Committee. The Committee has seven (7) business days after hearing to deliver written decision to the Member.
  - e) If the decision is to impose a fine, the Fine Schedule will apply.
2. At any point the Committee may determine to continue fines, use the legal system or cause correction of the violation by SAMLARC to resolve the matter. The Member is responsible for legal fees and/or reimbursement of costs incurred by SAMLARC in enforcement activity.
  3. Properties in Violation - When a property is in violation of the Governing Documents due to lack of repair/maintenance and the Owner chooses a remedy that requires prior Architectural Review Committee approval, Owners will have thirty (30) days from the Architectural Review Committee approval date to commence construction or the execution of the remedy, then an additional thirty (30) days (60 days from Architectural Review Committee approval date) to complete the remedy. The Covenant Committee may, on its own, extend the date of completion as the Committee deems warranted by the extent and nature of the remedy. Or, a reasonable extension may be issued by the Covenant Committee subject to an Owner's request in writing. Dates of commencement and completion will NOT be suspended or extended while the Covenant Committee considers a request to extend any date.
  4. Statute of Limitations - If the violation is discovered, or in the exercise of reasonable diligence should have been discovered by SAMLARC, more than five (5) years before legal action can be commenced by SAMLARC against the violator for breach of a restriction, then SAMLARC, generally, and the absence of fraud, shall not commence legal action against the violating owner for violation of a restriction. The burden of proof is on the violating owner to prove that the statute of limitations has run. This directive is based upon California Code of Civil Procedure § 336 which states the statute of limitations for actions for violation of a restriction is five (5) years.
  5. All Level 1 Violations shall be initiated by a courtesy notification tag which will be issued prior to first violation letters.
  6. A courtesy letter may be sent first on special circumstances.
  7. When a Level 3 Violation accumulates a total of \$500 in fines, the next violation letter is to be sent Certified Mail.
  8. The exterior of all SAMLARC violation letter envelopes will be stamped in red ink with the phrase "Compliance Required."
  9. Rescission of fines will be considered by the Covenant Committee and/or the Board of Directors on a case-by-case basis.
  10. In the event a homeowner repeats the same infraction within six (6) months for a Level 1 violation previously resolved, the violation will be reopened at the status

and fine schedule in which it was previously closed. In the event a homeowner repeats the same infraction within twelve (12) months for all Level 2 and 3 violations previously resolved, the violation will be reopened at the status and the schedule in which it was previously closed.

Note: Refer to Article XIX, Section 19.01 of the CC&Rs for specific language regarding SAMLARC's Right of Enforcement.

**B. SAMLARC RIGHT OF ENTRY TO TAKE CORRECTIVE ACTION**

Entry may be made upon any Residence in connection with any exterior maintenance, repair or construction in the exercise of the powers and duties of SAMLARC after approval by two-thirds (2/3) vote of the Board. [Bylaws, Section 6.02 (j)(iii)]

Prior to entry by SAMLARC upon a Residence to correct or repair, the Board shall specify a date for completion of the work to be performed by the Owner. [Bylaws, Section 10.03(d)]

If the corrective work is not completed within the specified time, the Board or its Covenant Committee may cause such corrective work to be accomplished. In causing the corrective work to be accomplished, the Board or its Covenant Committee shall:

1. Provide the Owner with no more than ten (10) days following receipt thereby of said written notice of election in which to select a day or days upon which such corrective work shall be accomplished;
2. The date which said Owner selects shall be not less than ten (10) days nor more than thirty (30) days following the last day of the ten (10) day period specified in such notice of election;
3. If said Owner does not select such day or days within the ten (10) day period specified in such notice of election, or, if the work is not completed by the date selected by the Owner, SAMLARC will not need Owner approval or agreement to perform corrective work and the Board or such committee may elect a day or days upon which such corrective work may be accomplished which shall be not less than twenty-five (25) nor more than fifty-five (55) days from the last day of the ten (10) day period specified in such notice of election; [Bylaws, Section 10.03 (d)]; and
4. Such entry may be made only after not less than three (3) days' notice has been given to the Owner. [Bylaws, Section 6.01(j)(iii)]
5. Unless the Owner and the Board otherwise agree, such corrective work shall take place only during daylight hours on any day, Monday through Friday, excluding holidays. [Bylaws Section 10.03 (d)]

The following shall apply to all "self-help" with entry upon any Residence:

- a. All work must be completed in one day.
- b. Photographs shall be taken before and after.
- c. A member of SAMLARC staff shall verify the violation exists at the beginning of work.
- d. An unarmed bonded security guard will be present at all times at the place of work, regardless of whether the Owner is cooperative or not;
- e. A member of SAMLARC staff shall verify the following at the conclusion of work:
  1. No tools, equipment, debris of parts remain at the Residence.
  2. No trenches, holes, or depressions remain.
  3. Damage check.
  4. Photos taken (Letter b above)

- f. If there is any form of confrontation, or actual or threatened harm to persons or property, all work shall cease immediately and all workers, security guard and SAMLARC representatives shall remove themselves from the Residence.
- g. Owner shall be responsible for all costs and expenses incurred by SAMLARC for any work performed by SAMLARC to correct a violation.

**C. DUMPING OR DISCHARGE OF ANY DEBRIS OR DETRITUS MATERIAL ON SAMLARC COMMUNITY PROPERTY**

1. SAMLARC staff shall investigate all reports of dumping or discharge of detritus material on SAMLARC Community Property.
2. Staff shall verify that dumping or discharge has occurred.
3. Staff shall take steps to verify that the dumping or discharge was not by vendors of SAMLARC.
4. If Staff receives a report of dumping or discharge, the person making the report shall be advised to call the Sheriff's Department. Staff shall then also contact the Sheriff's Department and provide a report of the information received.
5. Staff shall make every effort to determine who dumped or discharged the debris. If it is an Owner, then SAMLARC staff shall send a notice of violation to the offending Resident/Owner and process the violation in the same manner as all other violations are processed.
6. Staff shall make arrangements for cleaning the dumped or discharged detritus material and asses the cost to Owner identified in #5 above by charging the Owner with a Special "Reimbursement" Assessment (as provided in the CC&Rs, Article VI), in addition to any other remedies, fines, or disciplinary measures imposed.
7. If the Special "Reimbursement" Assessment is not paid within the time required, then a lien for the unpaid amount shall be processed in the same manner as a lien is processed for non-payment of regular assessments.

**D. RULES AND VIOLATION REPORT**

There must be two (2) Members representing two different Residences of the Master Association to pursue violations that cannot be viewed during an inspection of the community (i.e., barking dog, noise nuisance, garage storage, etc.) Please be as specific as possible to allow the Covenant Committee to expedite the process in a timely manner. Include specific times and locations. All alleged violations will be evaluated to ensure they are considered an infraction as defined by the Master Association's legal documents.

**E. FINE SCHEDULE**

1. Letter inviting Member to first hearing. Follow-up letter with first fine plus legal fees, as applicable, following the scheduled hearing.
2. Letter inviting Member to second hearing. Follow-up letter with second fine, plus legal fees, as applicable, following the scheduled hearing.
3. Letter inviting Owner to third hearing. Follow-up letter with third fine, plus legal fees, as applicable, following the scheduled hearing.
4. The Covenant Committee may take action including but not limited to: change the ongoing rate of fines; use the legal system; or, correct the violation to resolve the matter. The Member is responsible for legal fees and/or reimbursement of costs incurred by SAMLARC in enforcement activity.  
If the violation continues following the third notice of hearing and fine, continuing enforcement may proceed, which may include a combination of the following options:

- a. Seek remedy by use of Internal Dispute Resolution (IDR) to provide a fair, reasonable and expeditious procedure for resolving a dispute between SAMLARC (the Association) and a Member involving the parties' rights, duties, or liabilities under the Davis-Sterling Common Interest Development Act. The IDR process may be begun by either the Association or the Member (the "requesting party") requesting the same, in writing, and serving the other party (the "responding party") with a copy of the written request ("the Request") by certified mail. If the process is invoked by a Member, the Association shall participate. If the process is invoked by the Association, the Member may elect not to participate in the procedure. Should the Member elect not to participate in the procedure, however, the Member shall thereby waive any right to appeal or ask the Board of Directors to reconsider any decision it may make regarding the dispute.
  - b. Suspend or condition the Owner's right to use any recreation facilities that SAMLARC owns, after Notice of Hearing and suspend the Owner's voting privileges as a Member.
  - c. Forward to legal counsel for further enforcement.
  - d. Seek remedy by use of Alternative Dispute Resolution (ADR) such as mediation or arbitration.
  - e. Enter upon Owner's Lot to remove the violation, make the necessary repairs, or perform maintenance, which is the responsibility of the Owner.
5. Fine amounts are categorized into levels according to the severity of the violation, based on a number of factors including, but not limited to, the violations impact on the neighborhood, cooperation of the Owner in resolving current and prior violations, multiple violations, repeated offenses, etc.

<b>LEVELS OF FINE PROGRESSION</b>			
	<b>1st Fine</b>	<b>2nd Fine</b>	<b>3rd Fine and On Going*</b>
<b>Level 1:</b>	\$150	\$200	\$250
<b>Level 2:</b>	\$200	\$250	\$300
<b>Level 3:</b>	\$250	\$300	\$350

**\* Fines increase in \$50.00 increments.**

<b>Violation</b>	<b>Standard Fine Level*</b>
Holiday Lighting	Level 1
Garage Usage	Level 1
Nuisance	Level 1
Portable Basketball Backboards	Level 1
Commercial and Inoperable Vehicles	Level 2
Trash Cans	Level 1
Unightly Items	Level 1
Home Maintenance	Level 2
Landscape Maintenance	Level 2
Signs	Level 2

Vehicle Repairs	Level 2
Window Coverings	Level 2
Non-Submittal of Plans	Level 3
Business conducted from Residence	Level 3
Parking: Recreational / Vehicles	Level 3
Temporary Structures	Level 3

\* *May be modified by the Covenant Committee for specific circumstances and facts, (e.g. history of violation, cooperation, multiple violations).*

Any fines not paid will result in legal action per SAMLARC's legal documents. The Board of Directors will determine the time frame for curing the offenses for each violator consistent with previously reported similar violations, as applicable.

**SPECIAL NOTE:** Should a violation occur which imposes financial obligation upon SAMLARC, then the party responsible for said violation shall reimburse SAMLARC, by way of Special Assessment, for this financial obligation. Example: If an Owner, or an Owner's tenant, guest, family Member or other invitee causes damage to a fence, tree, or any other Community Property, the repair and replacement costs together with the cost of administrative time involved in securing the repair, locating the violator, etc. will be charged to the responsible party.



**(Exhibit A)**  
**SAMLARC RULES AND VIOLATION REPORT**

There must be two (2) signatures representing two separate dwellings of directly affected homeowners in the Association to pursue violations that cannot be viewed from the street. Please be as specific as possible to enable the Covenant Committee to expedite the enforcement process in a timely manner. All alleged violations will be evaluated to ensure that they are considered an infraction as defined by the Association's legal documents.

**REPORT FILED BY:**

Name: _____	Name: _____
Signature: _____	Signature: _____
Address: _____	Address: _____
Phone: _____	Phone: _____
Name: _____	Name: _____
Signature: _____	Signature: _____
Address: _____	Address: _____
Phone: _____	Phone: _____

**VIOLATION INFORMATION:**

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
*(Alleged Violator's Name)*

Description of Alleged Violation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(If additional space is needed, please uses reverse of form)*

Date(s) and time(s) alleged violation occurs? \_\_\_\_\_  
\_\_\_\_\_

How often does the alleged violation occur? \_\_\_\_\_

(Exhibit B)  
Political Sign Location Key Maps  
(Available Upon Request)