

WESTPARK LAS PALMAS
RULES & REGULATIONS
Introduction

Condominium ownership is subject to restrictions not applicable to free-standing home ownership. These legal restrictions are outlined in the Westpark Las Palmas Declarations. The Declarations give the governing Board of Directors the Authority and Responsibility to establish rules and regulations necessary for the common welfare of the complex, the residents, and their guests.

In order to preserve harmony, there must be a blend between the individual's rights and the needs of the community as a whole. These rules and regulations have been established in an attempt to set guidelines to achieve this blend. Should the owners and residents of Westpark Las Palmas find themselves at odds with a particular rule, they are asked to remember the following:

Condominium living requires the sacrifices of some individual rights for the sake of the community's general welfare.

Authority

The Board of Directors operates like a legislative body. Each year, unit owners elect board members to fill vacancies. The Board meets on a regular monthly basis. These meetings are open to the homeowners. Special meetings to handle exceptional situations are called as the need arises. Board members are vested with the responsibility for making decisions on all administrative and financial matters affecting Westpark Las Palmas. A simple majority of the board members is required to pass issues which require a vote. Those who serve on the Board do so on a voluntary basis without pay.

The Board of Directors of the Westpark Las Palmas Homeowners Association has the power and duty to conduct, manage and control the affairs and business of the Association, and to make and enforce such rules and regulations therefore consistent with laws, the Article of Incorporation, the Declaration and these Bylaws, as the Board may deem necessary or advisable. (Bylaws -Article IV, Section 4.03b. Special Powers and Duties)

The Board of Directors of the Westpark Las Palmas Homeowners Association has the power and duty to adopt such Rules and Regulations necessary for the management of the Project, it's use and enjoyment. (Bylaws -Article IV, Section 4.03k. Special Powers and Duties)

WHEREAS, the Board has determined that the creation of the following rules and regulations regarding the use and enjoyment of the condominium property would be beneficial to the health, safety, and welfare of the unit Owners and Occupants, as well as to the administration, management and operation of the property.

General Rules

Every owner has the right to quiet enjoyment and possession of his or her own residence and the right to use and enjoy the common facilities for their intended purpose. This means that neither the association nor any other owner may unlawfully interfere with an owner's access or peaceful enjoyment of his or her residence. Both the association and an owner have a legal right to restrain unlawful interference with an owner's quiet possession, to abate a nuisance and to enforce the restrictions of the governing documents. (The Condominium Bluebook, 1995 California Edition)

Each Owner shall be accountable to the Association and other Owners for the conduct and behavior of children residing in or visiting his unit and other family members or persons residing in or

visiting his unit. Any damage to the Common Property, personal property of the Association, or property of another Owner, caused by such children or other family member, shall be required at the sole expense of the Owner of the unit where such children or their family members or persons are residing or visiting. (CC&R's - Article VIII, Section 8.03. Nuisances)

No business or commercial activity shall be maintained or conducted on the Property. Notwithstanding the foregoing, professional and administrative occupations may be carried on within the unit so long as there exists no external evidence of them and provided further that all the applicable requirements of the City and County in which the Property is located are satisfied. (CC&R's -Article VIII, Section 8.09. Business or Commercial Activity)

Any condition not addressed by this document shall become a matter for the judgment of the Board of Directors.

Any violation of the governing documents will be addressed by the Association's Violation and Fine Policy, which is a separate document and is distributed annually to the membership.

TABLE OF CONTENTS

ARTICLE I	VIOLATION PROCEDURES
ARTICLE II	POOL AND SPA RULES AND REGULATIONS
ARTICLE III	PET RESTRICTIONS
ARTICLE IV	SIGNS
ARTICLE V	RUBBISH
ARTICLE VI	RENTALS AND LEASES
ARTICLE VII	ARCHITECTURAL RULES
ARTICLE VIII	PARKING AND MOTOR VEHICLES
ARTICLE IX	PATIO RULES
ARTICLE X	SMOKING RULES
ARTICLE XI	CAMERA POLICY

ARTICLE I
VIOLATION PROCEDURES

Section 1.1 Reporting Violations. It is imperative to the success of the rules enforcement process that each neighbor who observes a potential rules violation report it to the Management Company in writing stating the violation, date, time and address of the resident in violation. The Local authorities (Irvine Police) should also be notified regarding certain situations such as noise nuisance, damage to (or theft of) personal property and threat of bodily injuries.

Section 1.2 Notification to Offender. Within ten (10) days from the date the alleged rules violation is referred to the Management Company, written notification of the alleged violation will be sent by the owner's preferred communication method to the alleged offender and/or landlord. Such written notification will briefly state the nature of the rule violation observed. Please note that the allegation may be in error and that suspected offenders are not simply assumed guilty. If you believe that the allegation is in error, please contact the Management Company.

Section 1.3 Compliance Period. The homeowner shall be allowed a specified number of days to comply with the rule or regulation, or to ensure that his tenant or guests comply with the rule or regulation. If additional time is required to correct the violation, a written request for extension must be received within ten (10) days after notification with an explanation as to the cause of the delay.

Section 1.4 Notice of Hearing. Should the Board request a Hearing before the Board to discuss the alleged violation, notification indicating the date, time and place will be sent to all parties involved.

Section 1.5 Unavailable. to Attend Hearing. Should the alleged offender not be available to attend the Hearing on the date and time scheduled, a letter may be submitted stating the position in writing to the management company for the Board's consideration at the Hearing.

Section 1.6 Indifference to Hearing. In absence of either a written statement of position by the alleged offender, or arrangements made to attend a subsequent hearing, the Board may proceed without the presence of the offender and the findings of the Board will be as conclusive as if the offender had attended the Hearing.

Section 1.7 Hearing. This is held during an Executive Session before the Board of Directors. The owner will be given an opportunity to speak for a designated amount of time regarding the violation and present evidence in defense.

Section 1.8 Notification of Board's Decision. Written notification of the Board's decision will be sent to all alleged offenders who were not personally in attendance at the time of the Hearing.

Section 1.9 Non-compliance. Should the offender not pay all sums found owing for restitution of property damage, and/or fine levied, within thirty (30) days from the Board's decision, it will be presumed that the offender is unwilling to comply with such decision and the matter may then be turned over to either the Association's attorney, or the proper authorities to pursue through the civil or criminal justice system. Furthermore, all Association privileges will be suspended.

ARTICLE II

POOL AND SPA RULES AND REGULATIONS

Section 2.1 The regulations below are intended to cover the use of both pools and both spas, as well as the adjacent facilities. As used herein, “pool” is intended to mean either pool or spa, unless otherwise noted.

Section 2.2 The two pool areas are for the use of Westpark Las Palmas Homeowners Association members who are current with all assessments and fees due to the Association. The use of such facilities may be restricted by the Board of Directors for violation of the governing documents, including account delinquencies, or deliberate abuse of the facilities. Westpark Las Palmas Homeowners Association members in good membership standing may use the facilities during normal operational hours, except when designated facilities are being reserved or are posted “closed.” Each member is responsible for his/her own conduct, that of all members of his/her family, as well as any of his/her guests, tenants, invitees and/or agents at all times within pool area. The legal owner will be responsible for any family member, guest, invitee and/or agent who damages any equipment or property and will be liable for all repair or replacement costs. Any damage or vandalism should be reported immediately to the management company, when possible. Information regarding the identity of the vandal should be provided if safely possible. Individuals, or groups, which engage in hazardous/destructive or potentially hazardous/destructive activities, and individuals who are incapable of reasonable control of their actions (due to alcoholic beverages, etc.) will be required to leave the pool area immediately.

Section 2.3 Users of the pool area do so at their own risk. Westpark Las Palmas Homeowners Association will not be held responsible for any injury or loss sustained in connection with the use of the pool area. There is no lifeguard on duty at any time. Equipment areas are off limits at all times (other than to authorized personnel.)

Section 2.4 Hours of operation for the pool are 7:00 a.m. to 10:00 p.m., Sunday through Thursday, and 7:00 a.m. to 11:00 p.m., Friday and Saturday, unless otherwise posted. Management has the authority to close down the pool for any rational purpose, including maintenance and cleaning. The pool key fob must be in the resident’s possession at all times while using pool area. Climbing the pool fence or gates is NOT permitted. A resident must accompany guests at all times. Pool users are responsible for closing any gates when entering or leaving the pool. The gates may never be propped open for safety reasons.

Section 2.5 Littering is prohibited. Proper trash containers must be used at all times. Depositing any foreign matter in the pool is prohibited. Furniture and other property must not be removed from pool areas and may not be placed or used inside the pool or spa at any time. Glassware or other breakable items of any type are not permitted at any facility. This includes drinking glasses, bowls, beverage bottles, pitchers, etc. Eating, drinking (other than water), vaping or smoking of any kind is NOT allowed in the pool/spa area. Alcohol consumption is not permitted. Chewing gum is not permitted.

Section 2.6 Health regulations will be strictly enforced at all times. All users must shower prior to entering the water. Washing hair or body with soap or shampoo is NOT permitted. No person having skin lesions, sores, inflamed eyes, mouth, nose or ear discharges or who is a carrier of any communicable disease shall use the pool. The use of the spa can be dangerous for certain persons, including pregnant women, and is not allowed for infants and children under the age of fourteen

(14). No children under the age of fourteen (14) may enter the pool facilities unless accompanied by a person charged with supervising the child. Responsible adults should be capable of swimming should the child's safety be at risk. Children under eight (8) may only enter the water if accompanied by an adult capable of swimming. The responsible adult should be supervising the child and free from distractions, such as the continued use of a cell phone. In order to reduce potential health risks and significant costs to the Association, it is important that fecal matter not enter the pool. Infants and toddlers who are not toilet trained must wear a leak-proof swim diaper. Residents are encouraged to use a conventional swim diaper (Huggies, Pampers, etc.) with a reusable fabric swim diaper (worn over the disposal swim diaper) which is designed to reduce leakage. Incontinent children and adults must also wear appropriate diapers or other gear designed to minimize fecal matter contaminating the pool water. The responsible owner/resident of any person responsible for soiling the pool will be billed for clean-up charges which can be significant.

Section 2.7 Normal swimming attire is required; no street clothing, cut-offs or clothing other than normal swimming attire is allowed to be worn. Pets are not permitted within any of the pool areas. Fins, hard balls or floatation devices are not permitted in any pool, however, life preservers, life vests, "water wings," and other devices designed to assist weak swimmers or those learning to swim are permitted. Recreational equipment such as inner tubes, toys, rafts, kick boards, or any items other than those listed above are not permitted. Headphones are required when listening to radio, cell phone, stereo equipment, etc. Diving or jumping into the pool or spa is NOT permitted. Running, pushing or horseplay is NOT permitted. Skateboarding, bikes/bike riding, rollerblading, or similar types of activity are not permitted in the pool area.

POOL AREA TABLE RESERVATIONS

Section 2.8 Reservations for events and parties can be made for a portion of a pool area, including tables and chairs, but not for the entire pool area. Even when a portion of the pool area is reserved for a private party, the pool and spa may be used by other residents.

Reservations are subject to the following rules:

- a. Reservations can be made through the management company by using the appropriate Reservation form. Reservations need to be made at least five (5) business days prior to the planned event. Reservations cannot be made for holidays or holiday weekends.
- b. Reservations can be made for up to 6-hour blocks during normal hours of operation for parties of 5 – 30 people.
- c. The renter is responsible for cleaning up all debris, decorations, etc. Trash cans may not be overfilled and any trash not fitting within the trash containers must be removed from the area and disposed of at the renter's residence.
- d. All pool users are subject to all pool regulations contained herein.
- e. The reserving party may not charge for admission, food, drink, etc. Fundraising and commercial activities are not permitted.
- f. Reservations may not be made on behalf of non-residents. An owner must make a reservation on behalf of his or her tenant.
- g. No event shall be made open to the public. Renter may only permit specifically invited guests to enter the pool area.
- h. The fee for a reservation is \$20.00, which is used to offset management and janitorial expenses and will be charged to the owner's assessment account. Additionally, a \$100.00 deposit is required which will be refunded after the event if there is no damage or extraordinary janitorial restoration required. Expenses incurred by the Association related to the reservation may be reimbursed by

the deposit. Additional expenses may be charged back to the responsible owner by way of a special assessment.

ARTICLE III

PET RESTRICTIONS

Section 3.1 Pet Waste Disposal. Pet owners must immediately pick up and properly dispose of their pet's defecation, whether it be on Common area, or patio. Pet waste creates a health and safety hazard.

Section 3.2 Animal Type Restriction. Except that of usual and ordinary domestic dogs, cats, fish, and birds inside bird cages, no animals, live-stock, reptiles, insects, poultry or other animals of any kind shall be kept in any Residence.

Section 3.3 Area Restriction. Pets are not allowed within the confines of the pool area except for seeing-eye dogs and hearing-ear dogs.

Section 3.4 Leash Use. Dogs are not allowed to run free. Dogs must be on a hand-held leash at all times when they are outside the owner's unit or patio. The leash may not be longer than six (6) feet in length.

Section 3.5 Limit on Number of Pets. As used in the Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per residence (exclusive of fish).

Section 3.6 Excessive Noise and Behavior. Pets making excessive noise or in any manner unduly disturbing other residents may give cause to be removed from the premises of Westpark Las Palmas by order of the Board of Directors. The owner shall hold the Association harmless from any claim resulting from any action of his or her pet.

Section 3.7 Damages. In addition to any fine the Board may levy for violation of these rules, any damages incurred to the Common areas (including buildings) caused by the conduct of a pet shall be repaired and/or replaced by the Association and billed back to the unit owner.

Section 3.8 Association Indemnity. The association is to be held harmless for any personal injuries or property injuries as the result of a pet's actions or its neglect.

ARTICLE IV

SIGNS

Section 4.1 Allowance. No "For Sale", "For Rent" or "Open House" sign, nor any other sign of any kind or other form of solicitation or advertising sign shall be maintained on the condominium property without permission of the Board or the Managing Agent.

Section 4.2 Real Estate Signs. With Board permission, "For Sale", "For Rent", "For Lease" or "Open House" signs will be limited to two (2) per unit. The homeowner may have two (2) signs displayed from inside the unit or may have one inside and one outside. No sign may be placed in Common areas more than five (5) feet away from unit. No sign may be placed at entrance of the community. The sign outside shall not be larger than 18"x30" or 540 sq. inches and shall not be attached to the ground by other than one vertical support no larger than 2"x3" in dimension with the top of the sign standing no higher than 36" above the ground.

Section 4.3 Security Signs. With Board permission security signs may be placed next to front entry porch. Signs must be of a commercial type, not hand made, and no larger than 12" x 12" (144 sq. in.). Signs may not use threatening nor offensive language. They cannot be mounted on the building or doors and can only be mounted on a post no larger than a 1" x 1" stock and not exceeding 36 inches in length. Signs cannot be posted at or near the front of the garage or in front of the townhouse. Only one sign in the common area (outside) is allowed.

Section 4.4 Sign Removal and Fines. Any unit exceeding the maximum number of signs or violating any of the provisions, will be subject to assessment of fines and/or the cost of the sign removal. Signs in violation will be removed and discarded.

Section 4.5 Personal Signs, Posters and Messages. Displaying of personal signs, posters and messages is limited to one (1) per unit with a maximum of fifteen (15) days per year. (With approval by the Board, political campaign signs during an election period may exceed fifteen (15) days per year.) The placement of the signs is limited to the ground level floor and from within the unit. No such sign may be placed on common property. The sign shall not be larger than 18"x30" or 540 sq. inches. The Board is not responsible, nor can it be held liable for any text, symbol or message displayed or conveyed.

ARTICLE V

RUBBISH

Section 5.1 Trash Storage. No storage of trash will be permitted in or outside any Unit in such manner as to permit the spread of fire or encouragement of vermin.

Section 5.2 Trash Accumulation. No garbage cans or trash barrels shall be placed outside the units. No accumulation of rubbish, debris, or unsightly materials shall be permitted in the Common Elements or unit patio/yard area. No rugs or mops may be shaken or hung from or on any of the windows, doors, or patio walls.

Section 5.3 Trash Disposal Containers. All trash shall be securely sealed in a plastic or plastic-lined bag and/or garbage can with lid. Irvine Recycle containers may be used for the appropriate recyclable materials. No other containers are acceptable. Boxes must be broken down and bundled.

Section 5.4 Trash Pick-up. Regular pick-up is Thursday morning and trash should not be placed out for pick-up prior to dusk Wednesday evening. If a holiday falls during Monday through Friday, the scheduled pick-up will occur the following day. Trash shall be placed on sidewalk or driveway and not placed on street.

Section 5.5 Other Responsibility. Any litter remaining on the ground after pick-up must be removed by the unit owner responsible.

Section 5.6 Large Item Pickup. Residents must contact the trash company to arrange for large item pickups and must put the items out at the curb no earlier than dusk on the evening prior to pick-up. In the event the pick-up is delayed or postponed the items must be removed from sight until dusk on the day prior to the re-scheduled pick-up.

ARTICLE VI

RENTALS AND LEASES

Section 6.1 Authorization Form. The owner must provide the Board of Directors, through the Management Company, with a completed Delegation of Use Form and a copy of the rental lease prior to occupancy of rental unit. Delegation of Use Forms are supplied at no charge and are available from the Management Company.

Section 6.2 Lease Terms. Any lease shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the CC&R's, By-laws, and Rules & Regulations, and that failure by lessors to comply with such terms shall be a default of the lease.

Section 6.3 Owners Responsibility. The homeowner is responsible for all acts of their lessors/renters, and their guests. For actions resulting in violations, fines will be levied against the unit Owner. Lessee must be provided with a current copy of the Rules & Regulations and a copy of the CC&R's.

Section 6.4 Lease Period. Leases and/or rental agreements shall be written for no less than thirty (30) days. An exception is made if the unit is Owner occupied.

Section 6.5 Limit of Vehicles. The number of vehicles is limited to the available space provided by the garage and driveway, if applicable.

Section 6.6 Number of Occupants. The number of occupants is restricted to the size of the family if occupied by a family and to three (3) individuals if occupied by a non-family.

ARTICLE VII

ARCHITECTURAL RULES

Section 7.1 Authorization. Any alteration or addition to the property external to the unit is prohibited without the express written authorization of the Architectural Review Committee (ARC) prior to the work being done. This authorization may be granted on an individual basis only when plans are submitted to the ARC on an Architectural Improvement Request form. More detailed ARC Guidelines and Forms may be obtained from the property management company.

Section 7.2 Improvements. As defined in WLP CC&R's Section 1.34 Improvements, "Improvements" shall mean all structures and appurtenances thereto of every type and kind, including by not limited to, buildings, walkways, sprinkler pipes, carports, swimming pools, spas, roads, driveways, parking areas, fences, screening walls, block walls, retaining walls, awnings, stairs, decks, landscaping, hedges, windbreaks, the exterior surfaces of any visible structure and the paint on such surfaces, planted trees and shrubs, poles, signs, and water softener fixtures or equipment.

Section 7.3 Review of Plans. Review of Plans and Specification. No construction, alteration, removal, relocation, repainting, demolishing, addition, modification, decoration, redecoration or reconstruction of an Improvement in the Property shall be commenced or maintained, until the plans and specifications thereof showing the nature, kind, shape, height, width, color, materials and location of the same shall be submitted to the Committee and approved in writing by the Committee. (WLP CC&R's Section 4.02)

Section 7.4 Antennae. California Assembly Bill 104 (Hauser) Antennas, Satellite Dishes amends the CC&R's through Civil Code Section 1376 by modifying the restriction on antennas. Video or television antenna, including satellite dish which has a diameter of diagonal measurement of 36 inches or less may only be installed on the chimney where it is not visible from any street or common area and must be professionally installed. The satellite dish/antenna may not be mounted on the roof, fences, patio walls, fascia boards or stucco, with the exception of the chimney. However, with the exclusion of the above-mentioned antenna, no exterior radio antenna, citizen band (CB) antenna, short-wave antenna or other antenna of any type shall be erected or maintained anywhere in the property. More detailed satellite dish installation instructions may be obtained from the management company.

Section 7.5 Adornments. No planters, address signs, signs, placards, or any other adornments shall be attached to the buildings or doors. Nor shall any pots or planters be placed on top of patio walls at any time. Wreaths on the front entry door may be allowed if they are not permanently attached. The Board reserves the right to reject wreaths which are not appropriate. The unit owners will be liable for any damages resulting from the hanging of wreaths on the front entry door.

Section 7.6 Tent Structures. No such structures are permitted except for temporary and occasional use. However, no such structure may be used on a daily basis, on a routine basis, nor left up overnight. These restrictions are similar to those of Westpark Maintenance District.

Section 7.7 Decorative Displays Outside of Units. Unit Owners shall not cause or permit anything other than holiday decorations to be hung or displayed on the outside of windows or outside of units without the prior written consent of the Board. Holiday decorations may not be installed as to damage the outside of the building or compromise the safety of the building residents. The unit owners will be liable for any damages resulting from the decorations. The display of holiday decorations shall be limited to a reasonable period of time both prior to and after the specific holiday.

Section 7.8 Non-Compliance. Should changes be made to the unit or property without the Architectural Committee written authorization, within 45 days notification to the unit owner, the owner shall restore the property, or the Association may restore the area or building to its original condition. All costs of the restoration shall be the unit owner's responsibility, plus a discretionary fine levied by the Board ranging between 10%-50% of the restoration value of the property.

ARTICLE VIII

PARKING AND MOTOR VEHICLES

Section 8.1 Authority. The Westpark Las Palmas CC&Rs require that the Association, or agency representing the Association, enforce all parking restrictions. Please also refer to CC&R's Article VIII Residence and Use Restrictions, Section 8.02 Parking and Vehicular Restrictions.

Section 8.2 General Parking Policy. All parking in marked vehicle spaces and on-street parallel parking is designated as "Guest or Visitor Parking" and as such, parking by residents is prohibited except for vehicles which have parking permits or are temporarily "safe listed." Aside from the aforementioned exceptions, residents must park in garages or driveways. Guest parking violations will be subject to fines and/or towing. All non-parking areas, which include curb parking in front of driveways/garages (driveway aprons) and between garages, will also be subject to fines and/or

towing. There shall be no parking in "Fire Lanes." Fire lanes are marked by red curbs and/or signs. Fire lane violators will be towed at violator's expense without notice.

Section 8.3 Limitations of Common Area Parking Space Use. The use of the marked parking spaces and on-street parallel parking is limited to use by guests/visitors and residents with a temporary safe list or parking permit. Any other vehicle is subject to towing at owner's expense. Parking areas shall be used for no other purpose than to park motor vehicles or for loading or unloading.

Section 8.4 No Parking Areas. Vehicles may not be parked in such a manner as to block access to garages, fire hydrants, sidewalks running perpendicular to drives, pedestrian-crossing areas, fire lane or clear two-lane passage by vehicles on roads and drives. Vehicles may not be parked between garages. Vehicles in violation will be subject to fines and/or immediate towing. Any vehicle parked in such a manner as to create a safety hazard will be towed immediately, without notice, at owner's expense. Vehicles parked in fire lanes marked by red curbs and/or signs will be towed immediately at violator's expense.

Section 8.5 Visitor/Guest Temporary Parking. Residents may "safe list" their guest's vehicle. Residents may "safe list" a vehicle ten (10) times (in one day increments) in a 90-day period. **Guest vehicles** may be parked in visitor/guest parking during the day without being safe listed, however, a vehicle must be safe listed by 10:00 p.m. to remain parked in the community overnight.

Section 8.6 Resident Temporary Parking. Residents who have a special need to park in Visitor/Guest Parking (for example while temporarily using their garage and/or driveway for home improvement projects) may have their vehicles temporarily "safe listed." Residents may "safe list" their own vehicle to park in visitor/guest parking ten (10) times (in one-day increments) in a 90-day rolling window. Residents may not park their vehicles in guest parking during the day or the night without being "safe listed." Residents must be in good standing with the Association and temporary safe listing may be revoked for non-payment of Association dues. Safe listing is a privilege and not a right and any abuse of the privilege will result in the privilege being revoked. **IMPORTANT NOTE:** The "safe listing" days are counted by unit, and not by vehicle. Each unit is allotted ten days in a 90-day rolling window to park a vehicle, whether it be for a guest's vehicle or a resident's vehicle.

Section 8.7 Resident Parking Permit. Parking permits for residents to park in visitor/guest parking without the need to safe list the vehicle may be obtained through the Association. This is only available for residents without a driveway. Residents who have a driveway will not be allowed to obtain a parking permit and residents must park vehicles in their garage and driveway only. One permit can be issued for a unit with no driveway, where there are three licensed drivers who are living full time within the unit, three vehicles registered to the unit address, and both garage spaces are used appropriately for vehicle parking. A resident will be allowed one parking permit after submitting copies of all appropriate paperwork, by completing a garage inspection to insure that two daily use (no stored cars) motor vehicles can be and are parked in the garage, and by paying a permit fee. Appropriate paperwork consists of permanent driver's licenses for all three licensed drivers and registration documents for all three licensed vehicles. Temporary documents will not be accepted. Upon completion of an application, a successful garage inspection and payment of a permit fee, residents will receive a permit for the specific motor vehicle that will be parked outside. For parking in garages and/or driveways, two motorcycles will be considered equivalent to one "motor vehicle." In determining whether a permit will be issued, the following garaged vehicles do not qualify: vehicles with expired registration, vehicles with current non-operating

registration, registered off-road vehicles, and any commercial or recreational vehicles.

Parking permits are not automatic and may be revoked by the Board. Parking permits may be unavailable or limited in some areas due to limited parking spaces in that particular area. The parking permits are charged an annual fee to offset administration costs and to enforce an equitable sharing of the common element use. These permits will allow parking of the resident's vehicle in common element parking areas but will not guarantee the availability of space. Residents must be in good standing with the Association and the permit may be revoked for non-payment of any Association delinquency. Permits may be revoked upon discovery of any fraudulent information on the permit application. Permits are limited to a maximum of one per unit. Permits are a privilege and not a right and any abuse of the privilege will result in the privilege being revoked.

At no time is a vehicle to be stored in visitor/guest parking. A stored vehicle is defined as being in one guest parking space for a continuous 72-hour period. If a vehicle is found to be stored for more than a continuous 72 hours, it will receive a ticket and warning. If the stored vehicle remains in guest parking for another continuous 72 hours, it will then be towed. This rule will apply to all stored vehicles whether or not they have a permit. At no time shall vehicles be parked on the wrong side of the road. If a vehicle is parked on the wrong side of the road, it may be immediately towed.

Section 8.8 Garage Use. No boat, trailer, non-motor driven vehicle, or non-daily use vehicle can occupy space in a garage, if by doing so, displaces a vehicle from the garage or driveway onto common element visitor/guest parking. A garage shall not be used for living, recreational or business purposes. Also, a garage shall not be used for storage if such usage displaces more than one vehicle from the garage or causes any vehicle to be parked in visitor/guest parking. Garage doors shall be kept closed at all times, except as reasonably required for ingress to and egress from the interiors of the garage.

Section 8.9 Boats, Campers, Motorhomes, Trailers, Oversized Vehicles and Commercial Vehicles. Boats, campers, motorhomes, trailers, other vehicles having more than four tires and commercial vehicles are prohibited in the common element parking areas and driveways, except for temporary loading and unloading, for periods not in excess of ten hours, or as may be designated by the Board. Construction equipment used in actual repair, construction or maintenance of the Property will not be so restricted during such use. A vehicle may not overhang the driveway as if a vertical post were installed at the end of the cement curb or parking space where it is parked, nor may it unreasonably block the line of sight for drivers because of its length or mass, except for temporary loading or unloading, as described above. No vehicle may be parked on a driveway or in a common element parking space for any amount of time that, because of its size or because of the manner in which it has been parked, will impair the free flow of traffic or cause a hazard for pedestrians or drivers.

Commercial vehicles are defined as but not limited to vehicles having any of the following attributes: logos, company names, telephone numbers, racks, ladders, toolboxes on the sides, trailers, vehicles over $\frac{3}{4}$ ton, more than two axles or vans or buses designed to carry more than ten persons. Recreational vehicles are defined as but not limited to vehicles like the following: motorhomes, cab-over campers, personal watercraft, trailers of all types, unlicensed vehicles, boats, and aircraft.

Section 8.10 Off-Road and Unlicensed or Immobile Vehicles. Off-road vehicles including trail bikes, jeeps and other four-wheel drive vehicles not used in maintenance are prohibited, except

where licensed and equipped for passage on public highways, and actually used by licensed drivers on the paved portions of the property. Except for other motor-assisted bicycles and wheelchairs as permitted by state law, all highway vehicles used or parking on the property will be licensed and properly equipped and in operating condition for safe travel on the public highways of the state. Vehicles will not be disassembled, repaired, rebuilt, painted, or constructed except for inside garages with the door closed. Following Notice and Hearing, the Association may remove, at the cost of the unit Owner responsible, any vehicle remaining immobile in excess of 48 hours. At no time is a vehicle to be stored in a driveway.

Section 8.11 Compliance with Law. All persons will comply with California State Laws, Department of Motor Vehicle regulations, and applicable local ordinances, on the roads, drives and property.

Section 8.12 Speed Limit. All owners, residents and guests must comply with the posted speed limits in the community at all times. The speed limit on the entrance road (Coronado) is 10 miles-per-hour. The speed limit on all other streets and drives is 5 miles-per-hour.

Section 8.13 Enforcement, Violation, Fines and Fees. The Parking Rules will be strictly enforced. Violations are subject to fines and towing. After three (3) citations or violation letters are received per unit within a twelve-month period the offending owner will be fined, the vehicle towed, or both. While a notice or citation will be placed on vehicles in violation of Association rules, these notices are provided as a courtesy only. The Association or the patrol company will not be responsible should any vehicle be towed for violation of these Rules, whether or not a notice or citation was received on the vehicle. Fines which are levied are in accordance with the Association's Fine and Violation Policy. It is the owner's/resident's responsibility to prevent towing of their vehicles and not the responsibility of the Association.

ARTICLE IX

PATIO RULES AND REGULATIONS

Section 9.1 Patio Furniture. Only furniture manufactured for outdoor use is permitted. Amount of furniture should be limited to keep the patio tidy and uncluttered. Colors should be coordinated neutral or muted shades. Nothing should be stored on a patio which would not normally be considered customary patio furniture or décor including but not limited to clothes, hampers, mops, boxes, cleaning items, appliances, excess furniture, toys (that extend above or beyond the height of the patio wall, exercise equipment, or any other item not intended for outdoor use.

Section 9.2 Umbrellas. Allowable colors are white, off-white and beige. Patterns, stripes and/or advertising are not permitted. Only umbrellas designed for a patio (unlike a beach umbrella) are permitted. Umbrellas should be made of canvas or other non-vinyl materials and should be cleaned and maintained regularly. They must be retractable and retracted when not in use. Umbrellas must be free-standing and not attached or anchored to any other structure. Umbrellas should coordinate with furniture. Sails are not permitted. Decorations should not be attached or hung from umbrellas.

Section 9.3 Shade Structures. Gazebos, shade structures, screens, ramadas, tarpaulins, exterior shades, enclosures, trellises and other ancillary structures require written architectural approval prior to set up or installation.

Section 9.4 Barbeques. Only one barbeque is permitted on a patio. When possible, the barbeque should utilize the plumbed natural gas line. Wood or charcoal burning barbeques are not allowed. LP-gas barbeques not attached to the gas lines may not have an LP-gas container greater than 2.5 pounds (nominal 1 pound). Barbeque covers must be in good condition and secured for wind.

Section 9.5 Patio Heaters. Gas-powered patio heaters are permitted under certain circumstances. The patio heater must be under six feet (6' high). LP-gas heaters that are not attached to plumbed natural gas lines may not have an LP-gas container greater than 2.5 pounds (nominal 1 pound).

Section 9.6 Other Fire-Producing Devices. Open flame devices, such as fire pits, are permitted if safe and only if connected directly to a natural gas line. Chimineas, smokers, tiki torches and the like are not permitted.

Section 9.7 Clotheslines and Drying Racks. Clotheslines and drying racks should be hidden from view and below the height of the patio wall. "Clothesline" includes a cord, rope, or wire from which laundered items may be hung to dry or air. Plants, trees, railings, awnings, or other parts of a wall or structure should not be used to dry clothing or towels.

Section 9.8 Vegetation. Plants and shrubs planted in the patio soil and/or grown in planters are not permitted to exceed seven feet (7') in height. This height limitation measurement is measured from the patio's natural ground. Trees may grow beyond seven feet (7') in height but must be maintained in a safe manner with a neat appearance. All vegetation should be maintained in a manner to prevent damage to buildings and walls as a result of pressure exerted from branches, roots or otherwise. Vegetation should be trimmed so that plant materials, such as leaves, may not accumulate on the roof or other common areas. Tree branches should not hang over neighboring property, including common areas. Vines should not be attached to walls or buildings. Dead plant material and weeds, with the exception of straw, mulch, compost, and other organic materials intended to encourage vegetation and retention of moisture in the soil, must be regularly cleared from the patio. Fruits, vegetables and other edible plants should be maintained so as not to unnecessarily attract pests, such as insects or rodents.

Section 9.9 Patio Gates. Modification to existing patio gates requires architectural approval. Privacy screens are generally allowed but must be color-coordinated and off-white, white or beige. Plexiglas attachments, metal, glass, solid paneling, chain link, chicken wire or the like will not be approved.

Section 9.10 Patio Décor. Architectural approval is required from the Association prior to attaching anything to the stucco walls of the building, the patio enclosure walls or an installed trellis. Attached, hanging, or free-standing decorations within the patio should not be capable of being seen above patio walls as viewed from ground level.

Section 9.11 Lighting. Written architectural approval is required from the Association prior to replacing exterior lighting fixtures.

ARTICLE X
SMOKING RULES

Section 10.1 To reduce conflicts amongst neighbors, limit the leading cause of fatal residential fires and to provide an overall healthier environment for the residents of Westpark Las Palmas Homeowners Association, the Board of Directors has adopted the following rules with respect to smoking. For purposes of these rules “smoking” or “smoke” shall include the inhaling, exhaling, burning, or carrying of any lighted cigarette, cigar, pipe, or other tobacco product, marijuana, or illegal substance. Smoking shall also include the use of electronic cigarettes also known as e-cigarettes, e-cigs, vapor devices or “vapes.”

Section 10.2 Effective immediately, smoking shall be prohibited in all Common Areas, including the Exclusive Use Common Areas, of the Association. This includes recreational areas, such as the pool decks, parking areas, greenbelts, walkways, and streets. Additionally, smoking is prohibited in private unenclosed, outdoor spaces, including patios and driveways. Smoking within garages is permitted, but only when the garage door is completely closed.

Section 10.3 Smokers within enclosed homes shall take effort to limit secondhand smoke from drifting into neighboring homes and patios. Efforts should be made to avoid directing smoke towards other homes. Use of smokeless ashtrays is encouraged.

Section 10.4 No owner shall smoke, or permit smoking by any occupant, agent, tenant, invitee, guest, friend, or family member in violation of this rule. Smoking in violation of this rule shall constitute a nuisance pursuant to Section 8.03 of the CC&Rs. Any owner who rents or leases or otherwise allows someone other than the owner to reside within or occupy the home shall disclose to all persons who reside within the home the terms of this Policy. A landlord owner may prohibit smoking within the home or garage as well.

Section 10.5 The Board shall have the authority and power which it deems necessary to enforce this rule, including levying fines in accordance with the published fine schedule. This rule may be enforced in a court of law by any resident or the Association. If any resident or the Association is required to hire legal counsel to enforce this policy, the resident or the Association shall be entitled to recover attorney’s fees and costs incurred, whether or not litigation has been commenced. The Association may collect attorney’s fees and costs it incurs through the use of a special assessment levied against the owner of the home and an assessment lien, if necessary.

ARTICLE XI

**Policy Regarding Association Video Cameras and
Access to Video Footage and Photographs**

Section 11.1 Westpark Las Palmas Homeowners Association (hereinafter referred to as the “Association”) has installed video cameras in the common areas at both pool areas and the entrance and exit streets and gates of the community. The Association hereby advises that all Owners, residents and guests are subject to being photographed in these areas at any time. Each Owner in

the Association should advise the Owner's tenants, guests and other persons affiliated with the Owner of the fact that video recording and photographs may occur within the Association. In order to ensure that video surveillance is not abused or misused, the Board of Directors agreed that a camera policy should be enacted to govern the use and access to such video surveillance.

Section 11.2 Underlying Principals. The protection and maintenance of the community's common area and property are deemed to be important aspects of this community. The Association hopes that the video surveillance will provide not only a deterrent to inappropriate behavior but can be used as a means of identification in the event of damage or criminal activity. The cameras are used for purposes of documenting violations of the Association's governing documents, premises observation, and to provide a record of conduct in the Common Areas of the Association. The cameras are not installed for the purpose of providing security or protection to any person.

Section 11.3 Policy Statement. The Association recognizes the need to balance individual's right to privacy and the need to invest in tools to aid in the reduction of liability of the Association's common area assets. The Association therefore has adopted a policy which upholds these rights but provides the necessary mechanisms for protecting some of the common area assets in the community.

Section 11.4 Scope. This policy applies to all video surveillance systems installed within the Association which are permanently installed and whose presence is detailed on posted signage and is exclusive of personal surveillance equipment installed by residents.

Section 11.5 Type of Video Surveillance Equipment/Cameras: The Association will utilize the services of a video surveillance company to capture and store images from the installed cameras.

Section 11.6 Placement: Video recording equipment has been placed in visible locations at the pool, which present the best surveillance options with respect to desired coverage, specific surveillance targets and lighting conditions. Cameras are positioned so as to not willfully intrude on a homeowner's property or privacy without express written consent of the homeowner. Cameras are also placed at the community entrance and exit areas.

Section 11.7 Signage: Signage has been erected in conspicuous location(s) notifying all parties that the area is under video surveillance.

Section 11.8 Access to Video Records Association: Access to video surveillance and surveillance records shall be secured and restricted to the Board of Directors and the managing agent of the Association. The video footage and photographs are to be used for assistance in conducting the business of the Association and its Board of Directors, and not for the use of any other person. Upon written request of a member or other person, the Association's Board of Directors will consider, in the Board's sole discretion, whether exceptional circumstances exist in support of providing video footage or photographs to a person other than the Association's Board of Directors or managing agent.

Section 11.9 Access: Law Enforcement: If access to video surveillance is requested for the purpose of law enforcement investigation due to criminal activity or potential criminal activity, pertinent footage related to the investigation shall be provided to the law enforcement officials upon receipt of a court order.

Section 11.10 Security / Storage: Active video records shall be stored on a temporary basis with access limited to the Board of Directors and the managing agent. Archived video records shall be stored only for investigative or legal purposes and shall be stored with the Association's Attorney or managing agent, depending on the reason for archiving.

Section 11.11 Timely requests for data: The duration of historical data available is limited to the camera vendor's service agreement. Requests for data must be made in a timely manner and should be limited to a specific date range and time.

Section 11.12 Expenses: In the event that the Board determines in its sole discretion that such exceptional circumstances exist, and that the Association will provide video footage or photographs to a member or other person, said member or other person shall be responsible for paying all costs associated with providing the video footage or photographs to such member or other person, including, but not limited to, the following: any and all costs incurred in order to pay Association agents, attorneys or contractors to review the video footage or photographs in order to attempt to locate and obtain the requested footage or photographs and determine whether it will be produced; any and all costs of providing a copy of the footage or photographs to the requesting member or person including duplication and labor costs. Any expenses the Association incurred for the retrieval of a video on behalf of a resident will be assessed to the Owner's assessment account of the requesting party. All costs incurred will be passed through to the Owner regardless of the content or quality of the data retrieved.

Section 11.13 Custody, Control, Retention and Disposal of Video Records: The Association has no desire or intention to retain video recordings except as required for investigations or evidence. In normal operating conditions, video surveillance footage will automatically be erased or overwritten by the vendor when storage duration or capacities have been exhausted.

Section 11.14 Specific records relating to evidence or investigations which need to be retained, may be copied onto portable media and stored for as long as required based on the investigation type. Records requiring long-term retention may be turned over to the Association's Attorney for storage and security.

Section 11.15 Accountability: The Association's Board of Directors is responsible and accountable for implementing, enforcing and monitoring the deployment, use and viewing of all video surveillance. The President of the Board is responsible for conveying the policies and procedures to all members of the board and ensuring compliance with those policies. The Board is solely responsible for deciding when surveillance footage needs to be viewed.