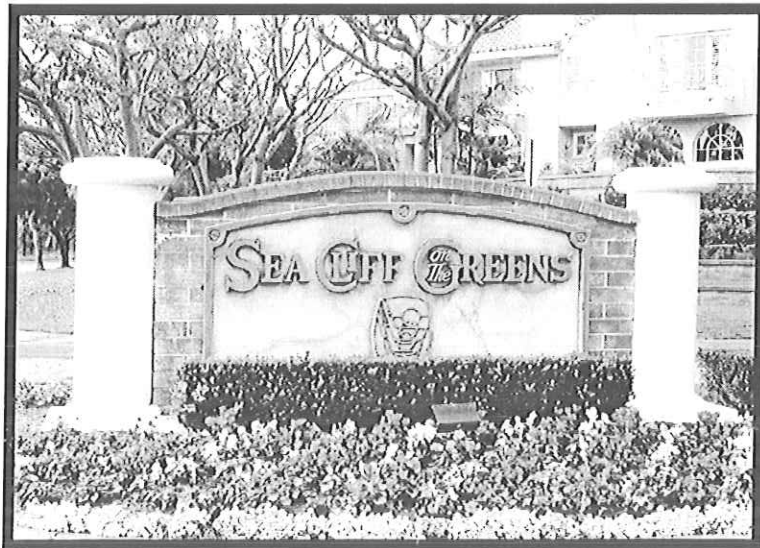


**SEACLIFF on THE GREENS  
THE CLUB SERIES**

**RULES & REGULATIONS**



**OCTOBER 2012**

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## INTRODUCTION

### SEACLIFF on THE GREENS THE CLUB SERIES HOMEOWNERS' ASSOCIATION

Dear Homeowner:

It is our pleasure to welcome you as a member of our SeaCliff on The Greens The Club Series Homeowners' Association, and hope your life here will be wonderful and fulfilling.

The Club Series is a planned community of 186 families living together on approximately 19.8 acres of land. Your decision to live in such a residential planned community, with its many other advantages signifies a willingness to conform your lifestyle to this type of living. That willingness implies an obligation to respect your neighbors' rights, to preclude encroachment and irritation upon others, and to be tolerant of your neighbors' minor shortcomings—in other words, to be cooperative, courteous and considerate. Acceptance of this obligation by all members of the community will lead to something we all desire; a pleasant and harmonious community.

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

The Board of Directors  
The Club Series of SeaCliff  
Homeowners' Association  
2012

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## COMMUNITY CONTACTS

Emergency	911.....
Police	714-960-8811
Fire	714-536-2501
Paramedics	714-374-1598
Front Gate / SeaCliff on The Greens	714-536-3063
Back Gate / SeaCliff on The Greens	714-536-2288
Huntington Beach City Hall	714-536-5511
Huntington Beach Water Company	714-536-5919
Huntington West Property Management	714-891-1522
Rainbow Disposal	714-847-3581
Southern California Edison Company	800-798-7723
Southern California Gas Company	800-427-2200
Time Warner Cable	888-892-2253
Verizon Telephone	800-483-4000

**References in this document:**

- *Board of Directors* shall be referred to as **Board**.
- *Declaration of Covenants, Conditions and Restrictions* shall be referred to as **CC&R's**.
- *Homeowners' Association, or Association*, shall be referred to as **HOA**.
- *Huntington West Property Management Company* shall be referred to as **Property Manager**.
- *Occupants, Owners, Tenants* shall be referred to as **Residents**, except in cases where the actual **Owner** (title holder) carries exclusive responsibility instead of, or on behalf of, their **Tenant** .
- *SeaCliff on The Greens The Club Series Clubhouse on Camelback* shall be referred to as **Clubhouse**.
- *SeaCliff on The Greens Community* (in its entirety, including all four associations) shall be referred to as **SeaCliff on The Greens Community**.
- *SeaCliff on The Greens The Club Series* shall be referred to **TCS**.

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**EXPLANATION OF  
SEACLIFF on THE GREENS THE CLUB SERIES  
HOMEOWNERS' ASSOCIATION**

As an Owner or Resident of a Lot in TCS, you have automatically become a member of SeaCliff on The Greens The Club Series Homeowners' Association. Our HOA is governed by a Board consisting of five people.

**PREAMBLE**

Authority to adopt rules for Residents of TCS is contained in the CC&R's and By-Laws of its HOA. When you took title of your property, you became subject to the provisions of the CC&R's and By-Laws.

Rules contained in this document were adopted pursuant to authority granted the TCS Board by the CC&R's and By-Laws, and have been determined by that Board to be in the best interest of the majority of Residents.

As a guide for everyone's use, the Rules & Regulations are listed here. These rules are not intended to, nor shall they, supersede or in any way, amend the CC&R's or By-Laws.

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

**COMMITTEES**

Your Board is concerned with maintaining TCS in the finest possible condition. Assisting the Board are volunteer Residents who devote many hours to committee work with no thought in mind but to make TCS the best-planned residential community in which to live.

Committee chairs and members serve in an advisory capacity to the Board through its president. Committee chairs have duties and powers specified by the president. The president appoints a chair for each committee, with consent of the Board. Chairs are responsible for organizing committees to adequately carry out functions of the committees. The president, with consent of the Board, may appoint or delete such other committees as he or she deems appropriate in carrying out HOA objectives.

At this time, the following are standing committees:

- Architectural
- Clubhouse
- Landscape/Maintenance
- Newsletter
- Pool
- Security
- Social
- Welcoming

Summary descriptions of committees follow:

**Architectural**

Shall have jurisdiction, set forth under Article VIII of the CC&R's, including but not limited to modifications or alterations to exteriors of homes or changes to landscaping, structures, and/or other features of the common areas.

Specifically, Architectural Committee will:

1. Receive all applications for any and all architectural changes.
2. Review applications for completeness.
3. Convey any Board members' directions and/or questions to applicant.
4. Communicate Board members' approval to applicant
5. Inspect all projects upon completion.
6. Attend Board of Directors monthly meetings and present applications with an explanation if needed.

**Clubhouse**

Responsible for management and maintenance of Clubhouse, and coordinating functions with the social and welcoming committees.

Specifically, Clubhouse Committee will:

1. Keep an active calendar of all Clubhouse scheduled events.
2. Receive and review all applications to rent.
3. Convey all required action to applicant.
4. Receive application to rent, rent payments and security deposits.
5. Complete walk through with applicant prior to turning over key.
6. Inspect clubhouse after function, convey any violations to applicant. Return security deposit to applicant when appropriate.
7. Attend Board of Directors monthly meeting and present clubhouse activities.

**Landscape**

Responsible for all common area landscaping and improvements including landscape design, planting, maintenance, sprinkler system, steps and walkways, as well as advising on all matters pertaining to maintenance, repair and improvements of common area, except those under jurisdiction of the architectural or security committees.

Specifically, Landscape Committee will:

1. Walk community on a regular basis (monthly).
2. Determine any and all landscape needs.
3. Convey concerns and need to the Board and property management.
4. Receive all Owners' inquiries.
5. Attend Board of Directors monthly meeting to convey all inquiries and concerns.
6. Report back to Owners

**Newsletter**

Keeps Residents informed of all activities and function of the HOA, including responsibility for publishing an HOA newsletter.

Specifically, Newsletter Editor will:

1. Receive content from Board members.
2. Develop content as needed to produce a complete, comprehensive newsletter.
3. Edit content, including maintaining updated masthead information.
4. Design newsletter layout.
5. Proof final.
6. Deliver final to whatever production source is designated by Board.
7. Attend monthly Board Meetings to identify neighbor feedback that should be included in future newsletters.

**Pool**

Responsible for matters pertaining to the pool, its furniture and equipment, its cleanliness and activities.

Specifically, Pool Committee will:

1. Verify there is no major debris in the pools and spa.
2. Verify there is no damage to the pool furniture.
3. Verify that the pool areas are clean.
4. Verify pool entrance gates close correctly.

5. Verify that all bathroom doors are closed and showers are off.
6. Verify that all pool equipment is operational.
7. Attend monthly Board meetings and report on the pool status.

### Security

Responsible for security matters within TCS, as well as enforcing all parking and driving Rules & Regulations.

Specifically, Security Committee will:

1. Walk the property on a regular basis to identify any vehicle or security related issues.
2. Cite vehicles that violate the rules as appropriate.
3. Work with Community Security and Patrol to ensure that Club Series Parking Rules are being enforced.
4. Make vehicle towing requests to the Board when necessary.
5. Attend monthly Board meetings and report on the vehicle/security issues or trends.

### Social

Responsible for all social functions and activities of TCS.

Specifically, Social Committee will:

1. Identify, plan and host social events for the Community.
2. Make requests to the Board for funding and other support.
3. Communicate with residents regarding upcoming events.
4. Account for expenses in accordance with official process under auspices of the Board of Directors and with Property Management.
5. Attend monthly Board meetings and report on the pool status.

### Welcoming

Responsible for welcoming new Residents to TCS, providing clarification of CC&R's and Rules & Regulations. Also provides direction concerning the HOA and community dues. Provides invitations to upcoming social functions in an effort to introduce new Residents to neighbors.

1. Receive information from the property management company regarding new Owners/Residents.
2. Present Owner/Resident with welcome package which also contains HOA Rules & Regulations Handbook.
3. Inform Owner/Resident about the monthly Board of Directors meetings and offer invitation to attend.
4. Inform new Owner/Resident about parking regulations, pool use and clubhouse availability.
5. Attend Board of Directors monthly meeting to inform Board of activities and concerns, and to introduce new Owner/Resident if present.

Your support for these committees is welcome and, if you wish to become an active participant in any of them, please email, phone or send a note with your name and phone number stating your committee of choice to:

Club Series Homeowners' Association  
 c/o Huntington West Properties  
 13812 Goldenwest Street  
 P.O. Box 1098  
 Westminster, CA 92684  
 714.891.1522  
 ron@huntingtonwest.com

## ARCHITECTURAL AND PROJECT APPEARANCE REGULATIONS

1. No structural changes, additions or alterations are permitted on homes unless approved in writing by the architectural committee. A deposit of five hundred dollars (\$500), refundable upon approved completion of project, is required for any structural change, exterior addition, or patio landscaping.
2. Any change to landscaping on a Residents' Lot, in either the maintenance area or common area, requires both architectural and landscape committee approvals.
3. No clothes lines, laundry, athletic equipment, doghouses, outside radios, antennae or other electronic devices may be constructed, erected, altered, placed, or maintained on any building or on any property within or on any home unless approved by the architectural committee.

4. Any architectural change without prior approval of the Architectural Committee is subject to a one thousand dollar (\$1,000.00) fine. In addition, Owner will be required to restore the modification to the original condition at the Owner's expense within fifteen (15) days after notification from the Board.
5. The HOA is not responsible for landscaping altered by the Resident for changes made within a Lot. Resident (or subsequent Resident/Owners) is responsible for changes and must maintain all changes. Failure to adequately maintain this landscaping may result in charge-backs for gardener's special care, subject to Board's approval.
6. Holiday and Special Occasion Decorations may be displayed as follows:

#### Holiday Decoration Flags

Each home may display a single decorative flag at any time provided that the flag:

- Is not larger than 3' x 5' in size.
- Does not contain profanity or otherwise inflammatory messaging.
- Is relevant to the season at hand (if the content is seasonal in nature).
- Complies with California Civil Code Section 1353.6.

#### American Flags

Each home may display a single flag of the United States at any time, provided the flag is displayed in compliance with California Civil Code Section 1353.5.

#### Winter Holiday Season Decorations

The winter Holiday Season is defined as the period from the day after Thanksgiving of any calendar year to January 1 of the following year.

During this period, holiday decorations may be displayed on the exterior of a Resident's property. Such decorations may include, but are not limited to, lights, posters, banners, and wreathes. The display of these decorations must follow certain guidelines:

- No device can produce music or noise of any kind.
- Mounting of any decorations cannot damage common property.
- Decorations cannot be placed on common property.
- Decorations cannot be erected prior to the first day of the season.
- Decorations must be removed no later than 5 days after the end of the season.
- Decorations must not otherwise unreasonably interfere with the rights of neighbors to enjoy their properties.

#### Other Holidays/Special Occasions

At other times during the year, a Resident may decorate the exterior of his/her home for a holiday or special occasion. This is permissible for up to three (3) separate holidays/occasions during the year (over and above the Winter Holiday Season.)

For these holidays/occasions, the rules for the Winter Holiday Season apply, with the following exceptions:

- No lights are permitted as part of the display.
  - Decorations may not be displayed for a total of more than 11 days for any on holiday or occasion.
    - Decorations can be displayed up to 7 days before the holiday/occasion.
    - All decoration must be removed no later than 3 days after the holiday/occasion.
7. No more than one (1) political poster or banner may be displayed in a window or on balconies for more than thirty (30) days, and must be removed the day following the election. Posters and banners are prohibited on any common area.
  8. Garages may be used only for the purpose of parking automobiles and storing Owners' household goods. Household goods may not be stored in garage to the exclusion of automobiles.
  9. Garage doors are to be kept closed at all times unless Resident is in attendance in the garage.
  10. Trash receptacles are to be placed on the concrete of driveway area, in compliance with requirements of Rainbow Disposal Co. Trash bins may not be placed outside until after 6:00 p.m. the evening prior to pick-up. Bins are to be returned to Resident's garage as after pick-up as possible, no later than the evening of pick-up day. If a Resident expects to be out of town, Resident must make arrangements with someone to assist in order to remain in compliance. Christmas trees can be picked up shortly after the Christmas Holiday. Residents must

check with the disposal company to determine eligible dates and ensure that three is in the appropriate condition to pick up.

11. In order to keep window exteriors uniform, drapery linings or other window treatments shall be a neutral color such as white or cream.
12. Architectural approval will not be granted for any changes in roofline, covering or opening, such as custom skylights, which would destroy original integrity of roof design and construction.
13. Fabric, plastic or other types of floor covering may not be placed on deck or balcony surfaces. The architectural committee would consider tile applications upon request.

#### AUTOMOBILES AND OTHER VEHICLES

1. SeaCliff on The Greens Community admittance decal must be permanently affixed to inside lower left corner of the windshield of all Residents' vehicles. Residents may be granted access to the community via either this decal or a community transponder. Should a Resident need to transfer these items from one vehicle to another, they must contact Property Manager for assistance.
2. Guest parking is not to be used for Residents' automobiles, vans, campers or trucks. Residents may only use Guest/Resident Parking for short-term, non-overnight, non-consecutive day periods, (e.g., loading of and unloading of a vehicle, working in garage). Residents must put a place note in the vehicle's windshield with the date and their address. Any long-term activity that prevents parking within the garage requires that the vehicle be parked on Cherryhill.
3. Street parking is prohibited in TCS by City of Huntington Beach and Fire Department, which the exception of designated guest parking spaces.
4. Parking for extended periods in driveways is prohibited.
5. Garages must be used for parking Resident vehicles.
6. Garages must be able to hold two cars. Debris must be removed that prevents this.
7. Automobiles may not be excluded from a garage due to storage of household goods or any non-vehicular items (boat, trailer, etc.)
8. Cherryhill parking is available for overflow parking every day and evening for those Residents who park two cars in their garage when not in use. Exception to this is that there is a limit to continuous parking time. A car may not be parked for more than seventy-two (72) hours at a time, and never between 8:00 a.m. and 12:00 p.m. on Wednesdays.
9. Parking on Cherryhill is for overflow parking and meant to accommodate multi-vehicle residences that have met the two vehicle per garage requirements within TCS community. Currently, Wednesdays has been set aside for street sweeping on Cherryhill. Vehicles parked on Cherryhill between 8 a.m. and 12 noon are subject to citation and/or towing at the owners expense. To accommodate street sweeping, parking within TCS has been relaxed. On the night before street sweeping days, TCS Residents may utilize any Guest/Resident parking spaces. Street sweeping parking within TCS is restricted to: 6 p.m. the night before, until 6 p.m. street sweeping days. All other parking restrictions within TCS remain in effect, i.e., fire lanes, driveways, etc.
10. No trailers, trucks, campers, mobile homes, boats, recreation vehicles of any kind or similar equipment are permitted on the property unless placed or maintained within an enclosed garage. Eight (8) hours are permitted for loading and unloading house trailers. No hookups are permitted during this period.
11. The speed limit within TCS is fifteen (15) miles per hour and the enforced limit on Cherryhill is twenty-five (25) miles per hour.
12. Only licensed drivers may operate motor vehicles and must have current California licenses, registration and insurance with TCS.
13. Vehicle noise, such as horn blowing, mufflers, music, etc., should be at a level that will not annoy other Residents.



14. Motorcycles operated in TCS must have current registration and be licensed for public streets and highways in the state of California.
15. Motorcycles and motorbikes may be parked in garages only.
16. One car is permitted through entry gates at one time.
17. Noncompliance of posted parking and speed regulations may result in fines and/or towing as the situation dictates.

#### SPECIAL PARKING PERMIT

A special parking permit may be issued to those Residents that own and drive three (3) cars daily, with two of the three cars garaged when not in use. Board will issue a special parking permit (hangtag) to those owners who qualify upon verification that garage use is proper and that driver residency and vehicle registration is appropriate.

- a. If a household has three drivers and three cars that are driven daily, the cars must be verified by drivers' licenses and car registration to a Club Series address.
- b. If a household has three drivers and three cars that are driven daily, two of those three cars must be parked in Resident's garage. Then, one special parking permit (hangtag) may be issued for the third car. The hangtag will allow the third car to be parked in Resident parking areas.
- c. If a household has a fourth car, an entry decal or transponder can be issued for that vehicle, but can park on Cherryhill only.
- d. If a household has two drivers with more than two cars, two cars must park in the garage, all additional cars must park on Cherryhill.
- e. Guests, and cars with legitimate special parking permits (hangtags), are the only people who may park their cars in Resident spaces surrounding living spaces.
- f. "Hangtag" (HT) Clarification: Households that have been issued a "Hangtag" shall use the HT only when a third car is present at the Resident's address. There must be TWO vehicles parked in the garage in order to take advantage of the HT. When using the HT, the vehicle must display the HT in an easily visible location in the front windshield area. The HT vehicle must park in a space set aside for RESIDENT parking, identified by the dual markings of RESIDENT/GUEST. Those parking spots posted for GUESTS are set aside exclusively for GUEST visitors to the TCS community.

#### TOWING VEHICLES

*HOA HAS THE AUTHORITY TO REMOVE ILLEGALLY PARKED VEHICLES WITHOUT NOTICE  
AS A RESULT OF CERTAIN SPECIFIED INFRACTIONS  
INCLUDING BUT NOT LIMITED TO THE FOLLOWING*

1. Any vehicle parked in a marked fire lane
2. Any vehicle within 15 feet (15') of a fire hydrant.
3. Any vehicle parked in a manner that interferes with any entrance to or exit from the SeaCliff on The Greens Community.
4. Any vehicle parked in areas designed for guest parking without proper identification.
5. Vehicles will be towed upon receipt of three (3) cites within a 12-month period of receipt of the first cite.

## COMMON AREAS

1. Security walls, fences, and/or planters surrounding TCS, as well as the entire SeaCliff on The Greens Community, are not to be climbed over, on, or under.
2. No one is permitted on common area slopes except authorized maintenance personnel.
3. Any damage to common area or recreational facilities caused by an Owner, his/her family, guests, Tenants, or invitees, either by minor or adult, will be charged directly to Owner. Items covered under these categories include, but are not limited to, breakage of sprinkler heads, pagoda lights, destruction of, or damage to, landscaped area.
4. No sign or decoration of any kind is permitted in common areas except as provided for in the CC&R's that relate to architectural and project appearance control. No sign of any kind is permitted on any unit except for one (1) sign not more than eighteen by twenty four inches (18" x 24") advertising the residence for sale, rent or lease.
5. No sign may be placed or displayed at the entrance or in any location within the common area without consent of the Board.
6. Open house signage is limited to one (1) sign in front of the house to be erected on the day of the event, and must be removed that evening. No flags or banners are permitted in TCS.

## RESPONSIBILITY FOR RESIDENCE MAINTENANCE

### A. HOA Responsibility

It is the HOA's responsibility to maintain exterior surfaces of dwellings, garages and exterior surfaces of outside areas (such as railings and walls) situated on Owner's Lot and in common areas as such maintenance is required in order to preserve the attractiveness of the community. It is the HOA's responsibility to maintain all structural elements of the property including balconies and roofs.

### B. Owner Responsibility

Any damage or undue deterioration caused by misuse by Owner's family, guests or Tenants, is the responsibility of Owner. If repair or maintenance is required due to such misuse, costs will be charged to Owner. Owners are responsible to assure that all painted surfaces, walls and railings are free of plant, shrub and tree growth to assure access for periodic maintenance. It is the responsibility of every Owner to promptly perform all maintenance and repair work within Resident's own Lot that, if omitted, would detrimentally affect the project or any part of the structure belonging to another. All repairs of internal installations located within or on each Lot, such as water, lights, gas, power, sewage, telephones, air conditioners, heaters, sanitary installations, doors, windows, lamps, and all other accessories located on Owner's Lot will be at Owner's expense.

## NOISE AND NUISANCE

1. No noxious or offensive activity may be carried on upon any property of TCS, nor may anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
2. Residents may not have "garage sales" or "estate sales" on TCS premises.
3. All toys, bikes or similar equipment must be kept in Resident's home or garage, unless in use or being attended.
4. All motor vehicles operated on private streets, including motorcycles or motorbikes, must have legal mufflers and operated by a licensed driver.
5. Bicycle riding, rollerblading, rollerskating, skateboarding or riding mopeds on sidewalks is prohibited throughout TCS. Skateboards are prohibited on all Club Series sidewalks and streets.
6. Residents may not use homes or garages for business or commercial purpose.
7. Residents may not allow loud noises (parties, stereos, auto horns, etc.) to disturb neighbors.
8. Dogs are not permitted on exterior balconies or patios/yards if causing annoyance to neighborhood.

## PETS

1. No animals, fowl, reptiles, insects or poultry may be kept, fed or otherwise provided for by any person with TCS, except domestic dogs, cats, birds, etc. Limit is two (2) pets per residence.
2. Breeding of animals for sale is not permitted within TCS.
3. Pets must be kept on a leash; City of Huntington Beach published leash laws apply within TCS.
4. Pet owners are responsible for cleaning up after their animals within TCS property by use of bags or scooping devices designed to manage animal excrement.

## POOL RULES AND SAFETY

1. The Board has established pool rules in an effort to balance the objective of allowing all TCS Residents the maximum enjoyment of the property while respecting individual preferences and maintaining a safe and healthy environment.
2. SWIM AT YOUR OWN RISK. The pool is not under lifeguard or other supervision. All Residents and guests swim at their own risk. Residents are solely responsible for their own safety, and the safety and supervision of their children and guests.
3. In the event of an emergency, dial 911.
4. Please report any illegal behavior immediately to Huntington Beach Police.
5. The swimming pool may not be used for commercial purposes. Failing to obey pool rules may result in loss of swimming and facility use privileges. Residents will be charged for costs of any damage caused as a result of behavior by them or their guests.

### Pool Hours

1. The pool is open between the hours of 6:00 a.m. and 11:00 p.m. only. No admittance after hours. Pool area facilities are closed between the hours of 11:00 p.m. and 6:00 a.m. While it is understood that the pool, as a social and recreational area, will have an inherent amount of noise and activity, Residents and guests must always be considerate and respectful of nearby Residents particularly prior to 8:00 a.m. and after 9:00 p.m.
2. When the gate is locked so that Resident keys will not allow access, the pool is closed. The pool may be closed occasionally for maintenance or regulatory reasons temporarily prohibiting use of the pool by any Resident. Climbing over the fence in order to enter the pool area is not allowed and will be considered trespassing. Trespassers may be prosecuted.

### Pool Access

1. All Club Series Owners have been supplied a single key to access either of the two community pools. Residents and guests are required to use this key when entering and exiting the pools and must ensure that perimeter gates remain closed and locked at all times to prevent unauthorized access.
2. Should an Owner or Tenant lose a pool key, a replacement can be purchased for one hundred dollars (\$100). Owner must submit to Board, in writing, the circumstances under which the key was lost and affirm that it is highly unlikely that the key will be found. Residents may not purchase additional keys to facilitate access of multiple individuals living in, or visiting the same household. Any Resident found violating this policy is subject to suspension of pool privileges pending Board review.
3. When selling a home in TCS, it is the responsibility of the current Owner to surrender the pool key at close of escrow. If the current Owner or Resident has lost the key, it is the Owner's responsibility to replace it prior to the sale. If a new owner does not receive the key, they should work with their real estate agent to obtain it or collect the replacement fee of \$100 from the seller.

### Music at the Pool

1. Personal music players are permitted at the pool. Audio from any such device, however, may not adversely impact the enjoyment of other Residents and guests at the pool or Residents along the perimeter. Those wishing

to play audible music should ask other Residents and guests at the pool for permission and should promptly turn off music if requested to do so. Use of headphones is strongly recommended.

#### **Supervision at the Pool**

1. Parents or guardians are responsible for the safety and conduct of their children. Adult supervision is required for children under age fourteen (14). A capable, responsible adult must accompany and STAY with children and guests under the age of fourteen (14). No child under the age of fourteen (14) may enter, or remain within, the pool area without supervision of a parent or a capable, responsible adult.

#### **Guests at the Pool**

1. Residents and their guests are the only people permitted to use the pool.
2. Residents are responsible for the actions of guests and their children who enter the pool area. Residents are responsible for insuring that children and guests abide by the rules and use the facilities in a safe manner.
3. Please be considerate when entertaining guests in the pool area. If the pool area is abused, the Board may to consider changes and/or additional rules relating to use of the pool area.

#### **Pets and Animals at the Pool**

1. No pets or animals are allowed in the pool or pool areas. No person may bring or allow any pet or animal into the pool area.

#### **Health and Safety at the Pool**

1. All Residents and guests MUST shower before entering the pool or hot tub. Sweat, dirt, sand, debris must be showered off prior to entering into the swimming pool or hot tub.
2. Pool gates must be closed securely behind Resident, both after entering or exiting. An open pool gate poses a potential threat to children and undermines security. Pool gates are designed to swing closed and lock. Residents are responsible for contacting Property Manager immediately if the gate does not function as designed.
3. Absolutely no sharp objects or glass are permitted at the pool, including glass containers, bottles, or glass of any kind. Drinks must be in plastic containers.
4. Proper swimwear must be worn at all times while in the pool or hot tub. Not athletic wear, cut offs, jeans, shorts, street clothes or nudity are allowed.
5. No diving.
6. All Residents and guests using pool facilities who are incontinent or not reliably toilet trained must wear specifically designed swim diapers or other appropriate protection against evacuation and an appropriate bathing suit. DISPOSABLE AND CLOTH DIAPERS ARE PROHIBITED IN THE POOLS. To help prevent the spread of contagious diseases and/or infections, persons who have the flu, colds, lesions, open sores, etc. should not use the pool. Sanitary habits are the responsibility of everyone and anyone displaying improper behavior will be asked to leave the pool area.
7. Anyone who is intoxicated under the influence of alcohol or drugs is not authorized to use the pool.
8. Smoking or the use of any tobacco product is not permitted within the confines of the fenced pool area, including restrooms.
9. Food and drink is allowed in the pool area, but NO eating, drinking (with the exception of water) or chewing gum is allowed in the pool or hot tub or within two feet of the water.
10. To remain in compliance with governing laws and code, the pool and hot tub may be closed for a period of time for proper (and expensive) clean up following any mishap that results in feces, vomit, food, or other contaminants in the pool or hot tub water.

#### **Behavior in the Pool Area**

1. Always be considerate to others using the pool. Inappropriate and/or dangerous behavior such as running, pushing, bullying, rough play, wrestling, excessive splashing, or spitting of water is NOT allowed in the pool area,

nor is the use of foul, profane, obscene, and/or rude language and gestures. Nudity and other inappropriate and/or illegal behavior are not allowed.

2. Individuals vandalizing and/or trespassing at pool facilities will be subject to prosecution. Those individuals will be immediately and indefinitely barred from the pool facilities pending Board review and consideration of reinstatement of privileges.

#### **Swim Instruction, Physical Therapy, and Other Water Classes/Activities**

1. The HOA neither endorses nor recognizes the capacity of any personal, commercial, private, or other proclaimed swim instructor, physical therapist, or other class instructor or facilitator engaged by individual Residents. Accordingly, the HOA assumes no responsibility for these activities.
2. Any swim instructor, physical therapists and other water class instructors who perform services for Residents for a fee must be license and provide to the Property Manager evidence of liability insurance for one million dollars (\$1,000,000), naming SeaCliff on The Greens The Club Series as an additional insured. The instruction may not unnecessarily interfere with other Residents, be conducted in a safe manner and must allow for the use of the pool by other Residents and guests.

#### **Personal Objects, Toys & Belongings**

1. Only safe personal objects, toys, and belongings are allowed in the pool area. NO skateboards, skates, rollerblades, bicycles, tricycles, scooters, motorcycles, boogie boards, surfboards, or other items that may be dangerous or disruptive are allowed in the pool or pool area. No large play equipment, playpens, wheeled vehicles, etc. (except wheelchairs, walkers and other handicap support items, and strollers) are permitted in the pool area.
2. Instructional/safety floatation devices may be permitted when used under the direct supervision, and within an arm's length, of a responsible adult.
3. Tempered or safety glass masks, swim fins, small, soft or inflatable kickboards and flotation mattresses are permitted in the pool during uncrowded conditions and when their use does not reasonably adversely affect the enjoyment of the pool for other Residents and guests.

#### **Clean Up**

1. Littering is prohibited. Residents are responsible to clean up after themselves and their guests. Trash must be deposited into appropriate receptacles or removed from the pool area by Residents. A pool committee member or subsequent pool guest may dispose of any items left at the pool.
2. The HOA assumes no responsibility or liability for personal objects, toys, belongings, etc. Before leaving the pool area, please remember to take with you any items you brought along and pick up any trash you created.
3. Residents and guests are encouraged to turn over lost articles of value to the Property Manager. These items will be kept thirty (30) days for reclamation and possible retrieval by the person losing them. All unclaimed articles may be disposed of at the discretion of the Board after that time.

#### **Furniture, Pool Equipment and Emergency Equipment**

1. Furniture in the pool area must not be abused. Use will be only for the purpose for which it was intended. Any damage caused will be at the expense of the responsible Resident. Do not remove lounges, chairs or other furniture from the pool area and do not place any furniture in the pool or hot tub.
2. No Resident or guest is allowed to tamper with any pool/hot tub equipment or emergency, including thermostats. Emergency floats and shepherd's crook are for emergency use only.
3. Hot tub timers must be turned off when Residents leave hot tubs.
4. Residents are to immediately report any problems with furniture, pool equipment and emergency equipment to the Property Manager.

#### **Private Functions and Pool Area Reservations**

1. The pool area may not be reserved or rented. Private functions will not be accommodated. At the pool area, Residents and guests renting the Clubhouse should understand that the pool is open to all Club Series at

Seacliff Residents and guests should be courteous so as to not reasonably adversely affect the enjoyment others pool for other Residents and guests.

### **CLUBHOUSE RULES**

The Board has established the Clubhouse rules in an effort to balance the objective of allowing all TCS Residents maximum enjoyment of the property while respecting individual preferences and maintain a safe and healthy environment.

Residents are solely responsible for their safety and the safety and supervision of their children and guests. The maximum number of occupants with the clubhouse has been established at sixty-eight (68), per permit regulations.

Failing to obey clubhouse rules may result in loss of facility use privileges. Owners will be charged for costs of any property damage they might cause, and that of Tenants, Residents and/or their Guests.

#### **General Rules**

1. Official Club Series HOA functions sponsored by the board are not subject to rental fees and take precedence over private/individual events and general use. These functions must be well publicized through recognized communication channels such as the HOA newsletter, flyers and posters placed at the Clubhouse entrance.
2. Other association board within Seacliff on the Greens Community may rent the Clubhouse for official Board business. The rental fee will be one hundred dollars (\$100), and the cleaning fee will be waived if no additional cleaning is required.
3. The clubhouse can be rented to TCS residence for the sole and private use. The Clubhouse cannot be used for commercial purposes. Any fitness, Pilates, yoga, physical therapy and/or other instructors who perform services for Residents (individually or in a class) for a fee must be licensed and provide the property manager with evidence of liability insurance of one million dollars (\$1,000,000), naming Seacliff on The Greens the Club series as an additional insured. The instruction may not unnecessarily interfere with the other residents, is subject to all other rules applying to use the Clubhouse, and is to be conducted in a safe manner. Private/individual events will take precedence over general use. The cost of use of the Clubhouse is two hundred dollars (\$200) per day. This cost is comprised of an eighty dollar (\$80) rental fee and a required one hundred ten dollars (\$110) cleaning fee to pay the cleaning crew. The cleaning fee is refundable only if the event is cancelled. Resident will not reserve and/or rent the Clubhouse for excessive periods of time as the Clubhouse is for the use and enjoyment of all TCS Residents and should not be monopolized. The lessee will sign a standard rental agreement at the time Clubhouse is reserved.
4. Intentions to reserve the Clubhouse may be communicated to the Clubhouse Committee up to thirteen (13) months prior to the event through the payment of the full two hundred dollars (\$200). If two or more Residents attempt to reserve the Clubhouse for the same day within thirteen (13) months to twelve (12) months prior to the event, the privilege of using the Clubhouse will be awarded to the winner of a random drawing held at the first board meeting that takes place after the twelfth (12<sup>th</sup>) month prior to the event. The board will return the full two hundred dollars (\$200) fee to the losing resident. In the event of a cancellation, the Clubhouse Committee should contact the next resident in line to use the Clubhouse as determined by the random drawing to see if they are still interested. After twelve (12) months prior to the event, the Clubhouse will be reserved and leased on a first-come first served basis.
5. Lessee will meet with a Clubhouse Committee member for prior inspection as a protection to the lessee to make sure property has not been damaged and is ready for use.
6. Lessee is responsible for clean up of personal items and trash immediately following the event, before cleaning crews begin their work.
7. Inspection will take place after the function with a member of the Clubhouse Committee to clear resident of any liability.
8. Lessee will be billed by the HOA for any damage incurred or for any excessive fees incurred by the cleaning crew beyond the required one hundred ten dollars (\$110) fee.

9. Lessee may access the clubhouse to set up the day before and to clean up the morning after if the Clubhouse has not been rented on those days.
10. Pool table use is at no charge to all Residents and guests. Contact the Clubhouse Committee chairperson to book times and dates for general use.
11. The Clubhouse is a non-smoking area. Smoking or the use of any tobacco product is not permitted in the Clubhouse.
12. Board members and committee members are subject to the same rules, regulations, reservation requirements and fees as all Residents. No exceptions.

#### **Clubhouse Hours**

1. Clubhouse may be used between the hours of 6:00 a.m. and 1:00 a.m. Quiet hours are the same as Huntington Beach Ordinance: Weekdays—10:00 p.m. until 6:00 a.m.; Friday through Sunday—midnight to 6:00 a.m.
2. Any problems with noise or disturbance occurring in the Clubhouse, associated with an event or not, are to be reported to Huntington Beach Police. Interaction with those causing the disturbance is not recommended. Handle as with any civil disruption situation. Use caution and common sense and contact authorities. Guards on duty at SeaCliff on The Greens Community gates have no responsibility or authority over such matters. Do not call guard gates for public nuisance issues or illegal activity.

#### **Clubhouse Parking Rules**

1. Lessee is required to submit a list of all expected guests to the security gate officer, or online through "dwellingLIVE" at [www.SeaCliffOnTheGreens.net](http://www.SeaCliffOnTheGreens.net) 24 hours prior to the scheduled event.
2. Lessee must notify all guests to park on Cherryhill Avenue, Seapoint, or in available guest spots on the property.
3. In the event valet parking is required for an event, written approval must be obtained from the Clubhouse Committee or Board.

#### **TO OWNERS WISHING TO RENT AND/OR LEASE PROPERTY**

1. Any lease agreement between an Owner and a Tenant must provide, as terms of the lease, that the lessee shall be subject to the CC&R's and By-Laws. Any failure by Tenant to comply with the terms of such documents will cause Owner to be in default. All leases or rental agreements must be in writing, and a copy sent to the Property Manager.
2. Each Owner is responsible for compliance of its Tenant with CC&R's, By-Laws and Rules & Regulations. Owner will be responsible for any damage to the common area caused by Tenant.
3. In order to maintain the best possible gate security, as well as maintain accurate records, Owners must notify Property Manager when Owner's home is rented and/or leased, and furnish names of Tenants.
4. Owner will be charged costs of removal if a Tenant moves out and leaves trash outside. Charges for removal of trash shall be a minimum of one hundred dollars (\$100) for each cleanup or additional truckload.

#### **ENFORCEMENT of THE CLUB SERIES CC&R'S, BY-LAWS and RULES & REGULATIONS**

The property Owner is the legally responsible party for actions occurring on property. The following explanations assume Owner as having full responsibility, even in the event that a Resident Tenant may be the physical cause of an infraction. When it is deemed necessary to communicate with or send notices for corrective response, the Owner will be contacted, and it is the Owner's responsibility to cause conformance to occur with their Tenant.

#### **Enforcement Provisions:**

As in any organized community, Owners and Residents in TCS must be guided by and conform to the requirements of the CC&R's, By-Laws, and Rules & Regulations, which may be enacted by the duly elected Board of the HOA from time to time.

In order to assure all members of TCS that others will comply with requirements of these documents, provisions must be made for enforcement of the requirements. Enforcement provisions are set forth in the documents themselves, and are also found in various provisions of the California Corporations Code.

Enforcement provisions may be divided into two categories:

**First**, those that relate to collection of assessments.

**Second**, those related to obligations of Owners and Residents (HOA members) to use their property in a manner that will not interfere with reasonable use of the property of their neighbors. These are referred to as "use restrictions" as delineated in the HOA CC&R's.

With regard to the first, the governing body of the HOA (Board), is charged with the duty to establish fees for furnishing necessary services to Residents. Fees must then be collected from each Owner. Failure of any Owner or Owners to pay their share would impose a greater burden on remaining Residents, and would be grossly inequitable. The HOA is empowered to place a lien on the property of any Owner who is delinquent in payment of HOA or community dues. Indebtedness for assessments is also a personal obligation of each Owner, and lawful action may be instituted to enforce collection, including foreclosure.

The second type of obligation by an Owner may also give rise to the possibility of legal action for enforcement.

For purposes of enforcing CC&R's, Rules & Regulations and Architectural Guidelines, the Board has established the following procedures and fines:

#### **Complaint Procedure**

If any Resident, Board member, Committee member or Property Manager observes an action or a behavior by a neighbor they find not to be in accordance with CC&R's and/or By-Laws and/or Rules & Regulations, Resident may submit a complaint in writing to Property Manager in order to enter the grievance into the official record.

Upon consideration of the complaint and in concert with the Board, Property Manager will send a letter to the Owner in violation if it is deemed necessary to communicate that a complaint has been filed.

#### **Procedure and Fining Policy**

The obligations and the power are conferred upon the HOA Board to enforce use restrictions as delineated in the CC&Rs, By-Laws and/or Rules & Regulations. If a hearing panel determines that an Owner, Resident or Tenant is in violation of the CC&R's a fine of \$50.00 will be levied for the first violation, \$100, for the second, \$200 for the third and subsequently doubling for violations or infractions (plus damages if applicable).

#### **First Violation:**

Upon violation of any CC&Rs and/or By-Laws and/or Rules & Regulations, a written notice will be mailed (via First Class U.S. Mail) to the Owner giving notice of the violation and offering a period of fifteen (15) days in which to correct the subject issue. Should Board determine the infraction is sufficiently serious to demand immediate resolution, at their discretion, the Board may waive the 15-day period and opt to hold a hearing at a time they see fit.

#### **Second Violation:**

At discretion of the Board, if correction is not made with the time specified by the first notice, or if a second violation occurs, a second notice may be sent granting five (5) days for correction, or the Board may opt to hold a hearing at a time they see fit.

#### **Hearing:**

If the violation is not corrected in the timeframes noted in "First Violation" and "Second Violation" above, or if the Board deems the infraction sufficiently serious, a Notice of Hearing will be mailed to the Owner per parameters outlined in First Violation above. Notice of Hearing will contain a hearing date and state the amount of the fine that may be imposed if Owner fails to correct the violation. The Notice of Hearing may also simply state that a fine should, or shall be levied in situations wherein an Owner fails to appear or does not respond to written notices.

The hearing referred to above shall be noticed and conducted as follows:

- a. If an Owner fails to correct a violation within a specified time, a written Notice of Hearing shall be sent to Resident.



- b. Notice of Hearing will state the date and time at which the hearing will be held, location of hearing, and nature of violation. The hearing will be held no sooner than thirty (30) days after the complaint is mailed to Owner.
- c. Owner, after receipt of the Notice of Hearing, has fifteen (15) days in which to respond. If this is not received, the Board may proceed against Owner without a hearing, and Owner will have thus waived a right to a hearing.
- d. The hearing will be held before the Board in an open meeting unless otherwise requested.
- e. At the hearing, the Owner charged will have the right to present any relevant evidence, and will be given full opportunity to cross examine witnesses (if any). The Owner may, (at Owner's expense) but need not, be represented by counsel at all phases of the hearing. Should Owner wish to have counsel present, written notice must be delivered to Board 14 days prior to meeting. If Board chooses to have counsel present, Board must deliver written notice to Owner 14 days prior to meeting.
- f. No action against Owner arising from the alleged violation will take effect prior to the expiration of fifteen (15) days after mailing the Owner a Notice of Hearing, and five (5) days after the hearing.

**Further Violations:**

Failure to abide by the CC&R's and/or By-Laws and/or Rules & Regulations, may potentially be subject to legal action.

**ASSESSMENTS**

Regular assessments provide financing for services for TCS, as well as the SeaCliff on The Greens Community Association. Examples of these services are main gate security, Cherryhill landscaping and all perimeter landscaping within your association, gardeners, utilities, pool maintenance, waterscape maintenance, exterior maintenance, outside water and electricity for common areas, and many more. These may be changed by individual boards, as may become necessary.

Assessments for The Club Series are due on the first of every month. The Property Manager sends invoices to Owners. Make check payable to The Club Series of SeaCliff HOA.

Assessments for the community association are due on the first of the month of each calendar quarter. Property Manager sends quarterly invoices to Owners. Make checks payable to SeaCliff Community Association.

All checks are to be mailed to:

**Huntington West Properties**  
P.O. Box 2088  
Tustin, CA 92781

Payment is due whether or not an invoice is received by Owner.

**Delinquent Assessment**

The following procedures will be carried out by the Board regarding delinquent assessments.

1. **30 Days Delinquent:** A ten-dollar (\$10) late charge will be automatically assessed to delinquent Owner's account.
2. **45 Days Delinquent:** A twenty-five dollar (\$25) late charge will be automatically assessed to Owner's account, in addition to the previous unpaid \$10. A lien notice will be sent and a collection file established.
3. **60 Days Delinquent:** A lien will be filed against the property by HOA legal services.
4. **75 Days Delinquent:** Notice of Default will be sent to Owner.
5. **90 Days Delinquent:** Owner will be sent to a service to begin foreclosure proceedings. An action for a personal money judgment may also be initiated at this time.
6. **Additional Charges:** Any charges incurred for any or all actions noted above (such as collection and foreclosure services and/or legal fees) will be assessed to Owner's account and will be incorporated with other

assessed amounts and must be paid in full prior to a lien release, or other manner of bringing the account current.

**BEING INFORMED IS EVERYONE'S RESPONSIBILITY**

All Residents, Owners and Tenants, are responsible for information contained in these Rules & Regulations, as well as in the CC&R's and By-Laws. Owners are responsible for conveying all of this information their Tenants, and guests where applicable. Conversely, Tenants are urged to contact Owners for complete information if they do not believe they are in possession of all important information.



**THE BOARD OF DIRECTORS** and its Property Management, feels certain you will enjoy living in SeaCliff on The Greens The Club Series, a master-planned community. Each Resident can enhance our quality of life, as well as that of our neighbors, by working together to ensure that we continue to be one of the finest communities in Southern California.