

# EASTLAKE II COMMUNITY ASSOCIATION

## RULES AND REGULATIONS MANUAL

Revised 2022

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# EASTLAKE II COMMUNITY ASSOCIATION RULES AND REGULATIONS

## INTRODUCTION

**COMMUNITY LIVING REQUIRES THE FULL COOPERATION OF ALL RESIDENTS. IT IS IMPORTANT THAT EACH OWNER/RESIDENT FAMILIARIZE THEMSELVES WITH THE FOLLOWING RULES AND REGULATIONS, IN ORDER TO ENSURE THAT ALL THE RESIDENTS OF EASTLAKE II ENJOY THE QUALITY OF LIFE TO WHICH THEY ARE ENTITLED.**

The Board of Directors, pursuant to the authority granted to it in the Declaration of Restrictions (Declaration) and the Bylaws, has established the following Rules and Regulations, which are in part taken directly from the Declaration. The success of any community is founded on the principles of common decency, respect, and consideration for the basic rights of neighbors. This Rules and Regulations Manual will serve as a ready reminder and reference of the various obligations we have to one another in our day-to-day living.

Provisions for these Rules and Regulations, and the authority for enforcement, are contained in the Declaration and by By-Laws, which were given to you when you bought your home. This Manual is intended as a supplement to the Declaration, not as a replacement. All provisions of the Declaration not referenced in this document remain in full effect and must be adhered to by all owners and residents. It is the responsibility of each homeowner to make their guests, residents, and tenants aware of the restrictions of the governing documents. **However, it is the owner, as a member of the Association, who remains responsible for the conduct of residents, tenants and guests.** Many homeowners included in their lease/rental agreement a termination and/or eviction clause in the event of a violation of the Association's Declaration, By-Laws, or Rules and Regulations by the tenant.

The Board of Directors establishes and enforces the rules contained in this manual, manages the financial affairs of the Association, and oversees the operation and maintenance of the Association facilities and the Common Area. In each of these areas, the Board is assisted by a contracted management company. **This document may be changed by the Board periodically as needed.**

## MANAGEMENT COMPANY

The Association employs a professional management company to advise and assist the board in carrying out its duties. The management company, in turn, contracts out various maintenance repair work to service companies specialized in their respective fields. Monthly association fees are collected and deposited in the Association's account by the management company. Association bills are then paid out of this same account.

A primary responsibility of the management company is to receive and process owner and resident requests with respect to the maintenance of Association common areas. The management company will then contact any necessary service company. The Association will not be responsible for any unauthorized work by a service company.

### **ASSESSMENTS & LATE CHARGES:**

(California Corporations Code 1367. Lien for delinquent Assessments)

Assessments are due by the first of each month. Assessments not received by FirstService Residential by the 15<sup>th</sup> of each month will incur a late charge of \$10.00. Accounts (45) days delinquent will, by certified mail receive a notice of intent to lien, demanding payment and notifying the owner of the intent to file a lien against the property if payment is not received within (30) days. Payment not received within (15) days of a lien being placed may foreclose the lien placed on the property or pursue any other means of collection authorized by the governing documents established for the Association, or State and Federal Law.

### **ARCHITECTURAL STANDARDS:**

(Article VII, Section 7.11.1 & pages 1-11 of the Architectural Standards)

1. The Board has established architectural standards to ensure that the appearance of the community is maintained. The current guidelines are contained in your homeowner's manual made available through the Association Community Office.
2. **All exterior** property improvements must be approved by the Association **prior to the commencement of the work.**
3. Unauthorized alterations, improvements or construction are subject to removal at the homeowner's expense.
4. The Associations CC&R's, Article VII, Section 7.12 allows at least (45) days to review plans. Meetings are held the 1<sup>st</sup> Tuesday of each month, however are subject to change without notice. Contact the Community Office for dates and time. Homeowners are welcome to attend.

### **ANTENNAE:**

The required guidelines for such an improvement are available at the Associations Community Office upon request.

### **SOLAR PANELS**

Homeowner's who are interested in installing solar panels on their property may obtain the guidelines for such an improvement by contacting the Associations Community Office.

**GOLF/GOLF COURSE LIABILITIES:**

(Article XIX, Section 19.19)

EastLake II Community Association residents enjoy priority tee-times as follows:

Residents may reserve tee-times seven (7) days in advance, whereas other EastLake residents have six (6) days. Any comments or questions should be referred to the golf course at 482-5757.

“By accepting a deed to a dwelling that abuts the golf course, each owner acknowledges the potential effect on his/her dwelling from “Golf Course Hazards.” These hazards include, but are not limited to, stray golf balls, the potential for property damage, adverse effects on landscaping, and nuisances on or arising from the golf course. Each owner acknowledges that the golf course is a privately-owned golf course and the Eastlake II Community Association has no obligation or right to regulate or control the golf course, in any way or manner.”

**GUESTS:**

Guests must abide by all rules and regulations in force at the time. Residents/owners are responsible for the conduct and actions of their guests. Please review park rules and swimming pool area regulations for more information. Guest policy is 5 guests per household.

**WINDOW COVERING:**

1. Curtains, drapes, shutters or other window coverings shall be in colors consistent with the residence and must be installed with ninety (90) days of the close of escrow.
2. Temporary window coverings such as aluminum foil, cardboard, newspaper or other such similar material are prohibited, with the exception that un-patterned bed sheets or linens may be used for interim window covering for a period not to exceed ninety (90) days from close of escrow.
3. Color of blinds, shades, or curtains visible to the exterior should be compatible with the existing exterior dwelling color scheme.
4. All window covering must be kept in good repair, including screens.
5. Within the first (90) days from the close of escrow, acceptable temporary window coverings are limited to neutral or white colored cloth or window shades.

**VEHICLES:**

(ARTICLE IX, Paragraph 9.3.3):

1. No trailer, camper, boat, recreation vehicle, commercial vehicle or similar equipment shall hereafter be permitted to remain upon the property (unless placed or maintained within an enclosed garage) nor permitted to be parked on any street, whether public or private, alley or community common area or project common area within the EastLake Greens neighborhood other than temporality for purposes of loading, unloading or cleaning.
2. Temporary Parking shall be defined as a time frame not to exceed four (4) hours in duration.
3. Garages shall be used for vehicles and other personal storage only.
4. No hazardous materials shall be stored in any garage.
5. Commercial vehicle is defined as any vehicle displaying a company logo, name or phone number or any other truck, trailer or similar vehicle that is not customarily used for family transportation. Such vehicles include flatbed trucks, tractor-trailer rigs, and other such vehicles with storage and/or storage racks not used for normal residential purposes.
6. "For Sale" signs on vehicles parked within the EastLake II community are not permitted.
7. No motorized vehicle shall be painted, dismantled, rebuilt, repaired, or serviced upon any lot unless performed within the closed garage of the lot.

**GARAGES:**

(Article IX, Section 9.3.9):

1. No garage door shall be permitted to remain open except for ingress and egress.
2. No pad or space adjacent to the garage or any other portion of a lot other than a driveway shall be used for the parking of any vehicles whatsoever.
3. Garages shall be used for vehicles and other personal storage only.
4. No hazardous materials shall be stored in any garage.

## **PARK RULES:**

1. The Parks are owned and operated by the EastLake II Community Association for the exclusive use of its members, lessees and authorized guests. Homeowners are responsible and held accountable for the conduct of their guest.
2. Possession of proof of authorization such as a resident I.D. card with current year sticker and facilities key is required to use the common area parks. Those without proof of authorization may be asked to leave the Park.
3. Pets are not permitted in the park areas.
5. All trash/refuse must be deposited in the containers provided. No **glass** is allowed in any of the gated facilities.
6. Any residents renting the Augusta Park facilities for social gatherings **must** limit guests to (20). Pool, spa and wader not included in rental of Augusta Park. Any resident renting Dolphin Beach facility for a social gathering must limit guests to (20). Any resident renting the Community Room is limited to 100 guests. Pool, spa and wader are not included in the rental of the Community Room. You must register in advance for any of the facilities and be current in assessments. Forms are available at the onsite office located at 2405 Clubhouse Drive.
7. Astro Jumps/Bounce Houses are limited to Augusta Park ONLY. Homeowners must supply the Community Office with a comprehensive general liability policy from the vendor listing the Association as additional insured for the period of this function.
8. Park hours are 7:00 a.m. to 10:00 p.m. daily. Country Club Park is open to lap swimmers only from 5:30 a.m. to 7:00 a.m. daily.
9. Only Association installed Barbecues may be used at the parks. Residents are responsible to clean and remove used coals in the appropriate waste bins. **The BBQ's at Country Club Park are gas. Do not use any charcoal in the BBQ's at this location.**
10. Adult residents must accompany their guests at all times when using the parks and recreation facilities.
11. Skateboarding, rollerblading, and skates are prohibited upon all Association property.
12. Bicycles, tricycles and other child-operated vehicles are not allowed within the parks.

**LANDSCAPING:**

(Article XI, Section 11.3.2 & 11.4))

1. All privately owned dwellings shall be landscaped by the owner in accordance with the Community Association rules, within (6) months from the close of escrow.
2. Landscaping shall be maintained by the owner in a clean, safe and attractive condition according to the rules established by the Community Board. This includes, but is not limited to the, control of leaves, weeds, planters and height of grass.

**TEMPORARY STRUCTURES:**

(ARTICLE IX, Paragraph 9.3.2):

1. No trailer, mobile home, tent, shack or other outbuilding shall be kept upon any lot, the community common area or project common area or in any street with the EastLake Greens neighborhood except in connection with work or construction diligently pursued.
2. Holiday decorations must be removed within 30 days of the holiday celebrated. i.e. Christmas decorations must be removed no later than January 30<sup>th</sup>.
3. Decorative flags are limited to one and must be maintained in good condition. Faded or torn flags must be removed.

**NUISANCE: HAZARDS & WASTE**

(Article IX, Section 9.3.1):

1. No obnoxious or unreasonably offensive trades or activities shall be carried on upon any lot, Community common area or any part of the EastLake Greens neighborhood.
2. Nothing shall be done thereon which may be, or may become an annoyance, nuisance, disturbance or unreasonable embarrassment to the EastLake Greens neighborhood, or shall, in any way, interfere with the quiet enjoyment of each of the resident's respective dwelling.
3. Entertainment of guests, parties, rehearsals, meetings and gatherings shall be confined to indoor, fenced side yard and rear yard areas only. These activities are prohibited in front yards, driveways and areas in full public view where they impact the character and appearance of the community, and may be a disturbance to other residents and a hazard to traffic.
4. No activities or conduct of any nature shall be allowed in any way, which would increase the rate of insurance or liability to the Association.

**PETS:**

(Article IX, Section 9.3.4)

1. No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot except for dogs, cats, or other household pets in numbers deemed reasonable by the Community Board.
2. The owner of any pet or animal shall be responsible for the immediate removal and clean up of such animal's waste.
3. At no time shall any pet be allowed to run unrestrained within the community.
4. Pet owners shall at all times have full and complete control over their animal.
5. The Community Board shall have the right to remove animals from the community common area, which it finds constitute a continuing unreasonable nuisance to owners.
6. No pet or other animal shall be permitted in the community park(s) or gated pool(s).
7. All animals shall be kept on a leash at all times, except within a fenced lot. Chula Vista leash law strictly enforced.
8. No person owning or having charge, care or custody of any animal shall permit such animal to trespass or be upon the property of another person without the consent of such person.

**RENTAL OF DWELLING:**

(ARTICLE IX, Paragraph 9.2.3):

1. An owner shall be entitled to rent the dwelling situated on the owner's lot, subject to the restrictions contained in the Declaration.
2. Any lease which is either for a period of fewer than thirty (30) days or pursuant to which the lessor provides any services normally associated with a hotel, shall be deemed to be for transient or hotel purposes.
3. Rental or leasing agreements shall be subject to the Associations Declaration, Community Bylaws, Articles and Rules & Regulations.
4. Any owner who shall rent or lease his/her dwelling shall be responsible for assuring compliance of the Associations governing documents by their tenant(s).
5. All lots, except community common area lots and projects common area lots, shall be known and described as residential lots and shall be used for no purpose other than residential purposes.

## **SIGNS:**

(Article IX, Paragraph 9.3)

1. All signs shall be in conformance with the Architectural Standards.
2. No sign or billboard of any kind shall be displayed to the public view on any lot, community common area or project common area with the exceptions noted in the declaration.
3. An owner may display not more than one “For Sale” or “For Lease” sign per lot, or any other action in compliance with California civil Code Section 713.
4. Such sign may only be displayed on a lot, in a window or a standard metal stake or “L-Bracket” hanging mechanism with a sign not to exceed 18” x 24”.
5. Additional signs or flags customarily used for open houses may be used on the **private** lot provided they are installed immediately before the open house and removed immediately after the expiration of the advertised time frame.
6. No sign or flags may be placed in common areas of the EastLake II Community Association. Owners within sub-associations must comply with their own project’s CC&R’s /Rules & Regulations if they are more restrictive than the community guidelines.

## **RUBBISH**

(Article IX, Section 9.3.11)

1. Trash and refuse must be placed in cans, plastic bags or other appropriate containers.
2. Containers may not be placed outside for pick up before 6:00 p.m. on the day prior to service and must be removed no later than 9:00 p.m. the evening of the pick up.
3. No portion of the property shall be used or maintained as a dumping ground for rubbish. No oil or other refuse shall be allowed to enter storm drains.

## **UNSIGHTLY ITEMS**

(ARTICLE IX, Paragraph 9.3.6):

1. All weeds, rubbish, debris or unsightly materials or objects of any kind must be Removed regularly from the lots and shall not be allowed to accumulate thereon.
2. All clotheslines, refuse containers, wood piles, storage areas, machinery and equipment Shall be prohibited upon any lot unless obscured from view of adjoining streets, lots, alleys or community common area.

## **SWIMMING POOL AREA:**

The safety and enjoyment of the members of the community are the primary concerns in the operation of our pools, waders, and spas in EastLake II. If we show courtesy and consideration for others in our use of the pools only a minimum of rules will be necessary.

**HOURS:** 7:00 a.m. – 10:00 p.m. (**Lap swimming is available at Country Club Park from 5:30 a.m. to 7:00 a.m. daily**)

1. Pets are not allowed in the fenced pool area.
2. Use of the pool area is restricted to residents and their guests. All guests must be accompanied by an adult resident. **Homeowners/Tenants** are limited to five- (5) guest per household. Any person within the enclosed area is required to demonstrate that they have rightful access to the facilities by producing a common area key fob and EastLake II community association resident I.D. card with current year sticker.
3. Smoking is not permitted in the fenced pool area.
4. California State Law requires that all children under the age of 14 must be accompanied by a responsible resident adult (18 years of age) at all times. California Department of Health Services Title 22, Section 65539, Letter C.
5. **NO LIFEGUARD ON DUTY.** All persons using the pools and spas and waders do so at their own risk.
6. No glass containers or other breakable materials are allowed in the pool or spa areas.
7. No running, diving, horseplay, frisbee or ball playing is allowed in the pool area enclosure. No hard material flotation devices, such as surfboards, boogie boards or styrofoam floating devices are permitted.
8. All trash and refuse must be disposed of in the waste receptacles provided. Plastic, glass and aluminum should be placed in the blue recycling containers.
9. Infants and toddlers are required to wear diapers with plastic pants or swim diapers before entering the pools and waders. Disposable diapers are not permitted.(swim diapers are available in the vending machines at Country Club Park).
10. Environmental Health regulations warn against the use of hot tubs/spas by children under the age of (14).
11. Pool gates shall not be left ajar or propped open for any reason.
12. Any disturbing noise, including radios/tape players played at a volume heard by other residents/guests, is prohibited. Such noise shall not be tolerated.
13. Life rings and rescue hooks are to be used for emergencies only.
14. Pool/spa area furniture and equipment shall not be removed from within the pool

enclosures for any reason.

15. Use showers to remove oils, lotions, and dirt before entering the pool or spa.
16. Individuals found climbing the fence and gated areas will be suspended from the use of the park.
17. All residents must sign in out and out when monitor on duty.
18. Mandatory restrooms breaks may occur every hour requiring everyone to vacate the pool.

**TENNIS:**

1. No glass containers are allowed in the tennis court area.
2. No smoking is allowed.
3. Tennis courts are for playing tennis only. Absolutely no roller skates, roller blades, bicycles, scooters, skateboards, etc., are permitted in the court area.
4. All players must wear tennis shoes. Dark sole shoes are not allowed.
5. Guests must be accompanied by adult resident (18 years of age or older). An authorized resident must be present at all times if guests are using the facilities.
6. If others are waiting, play is limited to one hour for singles and one and one-half hours for doubles (four players). Time starts when play begins not when other players arrive on the court. Players must be prepared to show proof of residency in the form of a recreation key and EastLake II Community Association resident I.D. card.
7. Pets are not permitted in the tennis court area at any time.
8. Rallying against the wind screen is prohibited.
9. EastLake II has staffed a year round Tennis instructor. Therefore, courts may not be used for lessons, tournaments, or other organized activities without prior approval of the Association through the Board.
10. No food, smoking, or chewing gum is allowed in the court area.

## **PORTABLE BASKETBALL HOOPS:**

If a Sub-Association does not have any guidelines in their CC&R's regarding portable basketball hoops, the Master Association can enforce the regulations separately and independently of the Sub-Association.

“If the Sub-Association has approved a regulation that prohibits or restricts the use of portable basketball hoops, the regulation of the Sub-Association or the Community Association that is the more restrictive will take precedence over the less restrictive regulation.”

1. Portable basketball hoops are not permitted in the streets or sidewalk at any time.
2. Portable basketball hoops are limited to the owners rear yard or driveway.
3. Portable basketball hoops must not interfere with neighbor's property.
4. The homeowner is responsible for any damage to neighboring property or common area.
5. Portable basketball hoops nets and poles must be kept in good condition.
6. Portable basketball hoops must be stored out of sight when not in use.
7. Portable basketball hoops may not be used before 7:00 a.m. or after 10:00 p.m.

## **PORTABLE BASKETBALL HOOP RULES**

(As suggested at the November 17, 1999 Board Meeting)

“Portable basketball hoops shall not be placed on the sidewalks or in the streets during their use. When not actively being used they must be stored out of sight. Portable basketball hoops will not be in use prior to 7:00 a.m. or after 10:00 p.m.”

## **COMMUNITY ROOM**

When entering at Country Club Park, it is important to be considerate of nearby residents and those who are using other parts of the facility. With that in mind, the EastLake II Community Association's Board of Directors has requested that the following guidelines be followed.

Reservations for private use must be made in advance through the onsite office, located at 2405 Clubhouse Drive.

1. A deposit and rental fee will be required for every approved reservation along with a party monitor fee (minimum 4 hours). Rental fees will be held and deposited prior to the reserved date. After the function has been held and upon inspection of the premises, the deposit will be refunded. Any costs for clean up and/or repairs will be deducted. Should any damage exceed the amount of the deposit, the responsible party will be invoiced by the Association for the excess. If premises are left in order and clean, the full deposit will be refunded.
2. A \$50.00 fee is charged for any and all cancellations.
3. The Community Room can be reserved by an EastLake II resident ONLY up to six (6) months in advance.
4. The Community Room key may be picked up in the Community Office during normal business hours the day before the event for parties scheduled Monday through Friday. Parties scheduled for Saturday or Sunday may pick up the key during normal business hours on the Saturday, before the scheduled event only.
5. Members in good standing of the EastLake II Community Association may reserve the community room at County Club Park. (Good standing means no open violations, no outstanding assessments and must be current with HOA fees). Homeowner must be present at the event.
6. An exclusive use reservation for the Community Room applies only to the Community Room and does not extend beyond its confines. Residents and their guests are restricted from the pool, pool deck area, wader, spa, and tennis courts during the course of their private event. Standard guest policies apply to these areas of the facility.
7. ONLY upon receipt of the signed Community Room contract, along with its required rental fee and security deposit, will the approved reservation request be deemed to be confirmed.
8. Reservations must be made at the onsite office located at 2405 Clubhouse Drive. Fee and deposit must be paid by the resident in the form of a check. No cash accepted. Checks must have an EastLake II address on them.
9. All reservations for parties of young adults under the age of (18) must have resident adult supervision at all times.
10. A reasonable sound level shall be maintained at all times. Live bands or D.J's are allowed inside the Community Room only. All music must stop no later than 10:00 p.m.
11. Access to the Community Room is not available before 9:00 a.m. the day of the event.

12. The maximum number of people allowed at an event is **100**.
13. Due to the large demand for the Community Room, residents are limited to maximum of (2) approved reservations in any single calendar year.
14. Astro Jumps, Piñatas, pony rides or such carnival type activities are prohibited.
15. No smoking allowed inside the Community Room or inside the Country Club Park.
16. Pool Gates must remain closed and locked at all times.
17. Clean up must be done immediately after your function and the Community Room vacated by 11:00 p.m. SHARP!
18. The Community Room key is to be returned immediately after your function by placing it in the **mail slot** in the Community Office door. Lost key charge will be based on cost of re-keying door and cost of new keys.
19. Tables and chairs are provided. Approximately 100 folding chairs, (10) 60" round dining tables, capable of seating 8 adults, and 5 rectangular serving tables.
20. Full kitchen facilities are included.
21. Food and beverages must be consumed inside the Community Room.
22. Charcoal barbecues are not permitted, however Association gas barbecues may be used outside the kitchen door with a charge of \$25.00. You must clean up any spills from the patio deck. **Do not use any charcoal in the BBQ's at this location.**
23. All trash must be properly disposed of. The plastic wheel barrel is available to cart trash to the dumpsters. The dumpsters are located in the back parking lot at Country Club Park. Please use with caution as any food, grease, or beverage spills within the common area are subject to additional cleaning fees.
24. All rules of the Association, with regard to pool use, parking, tennis courts, etc. must be observed or future Community Room use will be denied to those persons who violate the rules.

## **EASTLAKE II COMMUNITY ASSOCIATION**

### **CC& R ENFORCEMENT PROCEDURES**

1. The EastLake II Community Association on-site staff is notified of, or cites a violation within the community, and records the address and violation.
2. If a violation is noted by someone other than the on-site staff, it is requested that they put it in writing so verification of the violation can be made before proceeding.
3. A form letter is prepared and sent to the homeowner outlining the violation and requesting compliance within 15 days or the homeowner must contact the Association to make suitable arrangements.
4. If no action is taken within 15 days the homeowner is sent a notice of Hearing requesting that he/she attend a Hearing committee Meeting. This notice must be sent out at least 15 days prior to the scheduled Hearing date.
5. If the homeowner corrects the violation prior to the Hearing date, the homeowner must contact the Association in writing so the file can be closed. If the homeowner does not comply by the Hearing date, and fails to attend the Hearing, the homeowner will be fined daily for the violation and follow up procedures will be enforced.
6. If the homeowner attends the Hearing Committee Meeting, the Committee will discuss the violation and methods for the homeowner to bring his/her home into compliance. The homeowner is notified in writing of the resolution reached, outlining necessary steps for the homeowner to take. The homeowner will be informed that future infractions of this nature will cause a fine to be levied immediately.
7. If the homeowner acts according to the agreement and the home is brought into compliance, the fine may be rescinded and the file will be closed. If the homeowner fails to comply by the set date, the fine will take effect and follow up procedures enforced.

# EASTLAKE II COMMUNITY ASSOCIATION

## HEARING COMMITTEE

### FINE SCHEDULE AND FOLLOW-UP PROCEDURES

1. After the initial fine is levied on the homeowner in violation, a letter will be sent stating that if the violation is not corrected in fifteen (15) days, the following action will be taken:
  - A. Additional fines will be levied daily for each day that a violation continues.
  - B. Fines for violations may be levied in accordance with the following schedule:

Hazardous Activities	Up to \$500.00
Use Restrictions	Up to \$100.00
Vehicle and Parking Restrictions	Up to \$100.00
Unauthorized Architectural Modifications	Up to \$500.00
Other Violations of the CC&Rs, Bylaws Rules & Regulations	Up to \$100.00
  - C. Fines shall be in addition to a monetary charge equal to any application cost or repair, or to reimburse the Association for cost incurred to bring Owner into compliance for which the Owner is responsible.
  - D. Fines or enforcement assessments shall be in addition to a monetary charge equal to any application cost or repair, or to reimburse the Association for cost incurred to bring Owner into compliance for which the Owner is responsible. Fines or enforcement assessments for continuing or repeated violations may be increased in \$100.00 increments at the discretion of the Board. In the discretion of the Board, fines for continuing violations may be imposed on a daily basis in an amount of up to \$100 per day until the violation is corrected. For the purposes of this Fine Schedule, a “continuing or repeated violation” shall be one which is assessed to a single lot within a twelve-month period. However, should a twelve (12) month period pass without any violations, a first notice to correct the violation must be sent by the Association prior to imposing any fines.
  - E. Four or more violations assessed to a single lot in any six (6) month period may result in an additional fine of up to \$500.00, at the discretion of the Board.
  - F. The next action to be taken at the discretion of the Board of Directors or upon recommendation from the Architectural Review Committee, will be to serve a request for alternative dispute resolution on the homeowner as required by Civil Code Section 1354, prior to filing a lawsuit for injunctive relief. Attorney’s fees and costs for the preparation of, filing and service of a complaint will be charged to the account of the homeowner who is in violation. These fees and costs may exceed \$500.00. If the complaint is challenged, additional fees and costs may be incurred and charged to the homeowner’s account. The Association is entitled to attorney’s fees and costs under the Declaration, and the court will be asked to award these fees to the prevailing party.

## **KEY FOB / BB KEY COSTS**

1. Each original owner was provided with a Key Fob and a BB Key which operates the tennis court lights. This set it to remain with the property and be transferred upon sale. If you are a new owner and keys were not provided through escrow there is a \$100 replacement fee for the set. If the BB Key or the Key Fob is missing the fee is \$75.00 per device to replace.
2. A second key fob may be purchased for an additional \$25.00, one per household.
3. If your key fob is lost or stolen, there is a one-time replacement of \$25.00 for a new fob. Any future replacement are \$75.00.

Please be sure and bring your Key Fob and Resident ID card with current year sticker with you when visiting the facilities. Both are needed to gain access. Report any lost Key Fobs to the onsite office immediately at 619-421-3340.