

**OAK LAKE ASSOCIATION**  
**West Hills, CA.**  
**Aka Hidden Lake HOA - A Private Community**

**HOUSE RULES,  
REGULATIONS, AND  
ENFORCEMENT PROCESS**

**Effective February 9, 2026**

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
ARTICLE I. INTRODUCTION .....	1
ARTICLE II. IMPORTANT PHONE NUMBERS.....	2
ARTICLE III. DEFINITIONS.....	3
3.1 ADU .....	3
3.2 Community Property/Common Area.....	3
3.3 Community Facilities.....	3
3.4 Governing Documents .....	3
3.5 Homeowner.....	3
3.6 Invitee .....	3
3.7 Resident.....	3
ARTICLE IV. HOMEOWNER LIABILITY.....	3
4.1 Compliance with Governing Documents.....	3
4.2 Enforcement Action.....	3
4.3 Liability for Damage.....	4
ARTICLE V. GENERAL COMMON AREA AND LOT RESTRICTIONS .....	4
5.1 Limit on Use of Common Area Facilities; Limited Access.....	4
(a) One Household Only.....	4
(b) One Key .....	4
(c) Designation of Authorized Household.....	4
(i) Lots Occupied by Homeowners.....	4
(ii) Lots with ADUs.....	4
(iii) Lots Leased.....	4
5.2 Personal Events/Commercial Use of Common Area .....	5
5.3 No Littering.....	5
5.4 No Smoking .....	5
5.5 Removal of Pet Waste.....	5
5.6 Leashes Required.....	5
5.7 Vandalizing.....	5
5.8 Nuisance Activity.....	5
5.9 No Illegal Activity .....	5
5.10 Signs.....	5
5.11 Goodstanding .....	5
ARTICLE VI. HOME MAINTENANCE.....	6
6.1 Landscaping .....	6
6.2 Equipment.....	6
6.3 Trash Cans .....	6
6.4 Signs on Lots.....	6
(a) Commercial Signs.....	6
(b) Non-Commercial Signs.....	6
6.5 Temporary Storage or Moving Receptacles .....	6
6.6 Temporary Portable Toilets .....	6

6.7	Fencing on Lot .....	6
6.8	Prior Written Approval for Architectural Changes.....	6
6.9	Maintain Dwellings.....	7
6.10	Decorations .....	7
6.11	Uninhabitable or Abandoned House.....	7
	(a) Fire and Other Disaster .....	7
	(b) Abandoned House.....	7
ARTICLE VII. HOME-BASED BUSINESSES.....		7
7.1	Residential Use .....	7
	(a) Commercial Vehicles.....	7
	(b) Client Parking .....	7
	(c) Storage .....	7
	(d) Performance .....	7
ARTICLE VIII. TRAFFIC AND PARKING.....		7
8.1	Vehicle Codes .....	7
8.2	Speed Limit.....	8
8.3	Inoperative Vehicles .....	8
	(a) Prohibited on Streets.....	8
	(b) Permitted on Lots.....	8
8.4	No Car Covers.....	8
8.5	Vehicle Requirements.....	8
	(a) License .....	8
	(b) Registration.....	8
	(c) Paved Streets Only .....	8
	(d) RFID Tags.....	8
8.6	RFID Tags.....	8
8.7	Scooters and Bicycles .....	8
	(a) Helmets .....	8
	(b) Mufflers.....	8
8.8	Overnight Parking.....	8
8.9	No Sleeping in Vehicles.....	8
8.10	No Parking Areas.....	8
8.11	Disabled Person Vehicle Parking Spots.....	9
8.12	Direction of Parking.....	9
8.13	Observing Stop Signs.....	9
8.14	No Loitering.....	9
8.15	No Hindering .....	9
8.16	Trailers .....	9
8.17	Motor Homes .....	9
8.18	72-Hour Limit .....	9
8.19	Boats and Watercraft.....	9
8.20	Commercial Vehicles.....	9
8.21	Wildlife .....	9

ARTICLE IX.	COMMUNITY FACILITIES – SWIMMING POOL .....	10
9.1	Swim at Your Own Risk.....	10
9.2	Access .....	10
9.3	Season .....	10
9.4	Pool Hours .....	10
9.5	Adult Supervision Required.....	10
9.6	Guests Must be Accompanied .....	10
9.7	Keep Gates Shut; No Propping Open of Gates.....	10
9.8	No Reservations .....	10
9.9	Proper Attire.....	10
9.10	Pool Furniture .....	10
9.11	No Horseplay .....	10
9.12	Pool Toys .....	10
9.13	No Animals .....	10
9.14	No Skateboards, etc .....	10
9.15	No Smoking .....	10
9.16	No Loud Music .....	11
9.17	No Glassware .....	11
9.18	No Littering.....	11
9.19	No Food or Drink.....	11
9.20	Small Items .....	11
9.21	No Diving.....	11
9.22	Sanitary Concerns .....	11
ARTICLE X.	LAKE RULES .....	11
10.1	Use at Your Own Risk .....	11
10.2	Access .....	11
10.3	Hours.....	11
10.4	Adult Supervision Required.....	11
10.5	Guests Must be Accompanied .....	11
10.6	Prohibited Activities .....	11
10.7	No Motorized Craft.....	11
10.8	Fishing Restrictions .....	11
10.9	No Animals .....	12
10.10	No Skateboards, Etc.....	12
10.11	No Smoking .....	12
10.12	Loud Music .....	12
10.13	No Littering.....	12
10.14	Glassware.....	12
10.15	No Reservations .....	12
10.16	Keep Gates Shut; No Propping Open of Gates.....	12
10.17	Lake Wildlife Protection.....	12
	(a) Federal Protection .....	12
	(b) No Harassment or Harm .....	12
	(c) No Feeding.....	12

ARTICLE XI.	COMMUNITY FACILITIES - TENNIS/BASKETBALL COURT .....	12
11.1	Access .....	12
11.2	Adult Supervision Required.....	12
11.3	Hours.....	12
11.4	Guests Must be Accompanied .....	12
11.5	Observe Posted Rules .....	13
11.6	Sign-Up.....	13
11.7	Sign-Up Controls .....	13
11.8	No Animals .....	13
11.9	No Skateboards, Etc.....	13
11.10	No Smoking .....	13
11.11	Loud Music .....	13
11.12	Glassware.....	13
11.13	No Littering.....	13
11.14	Keep Gates Shut.....	13
11.15	No Reservations .....	13
11.16	Proper Shoes .....	13
11.17	Care of Nets .....	13
ARTICLE XII.	CLUBHOUSE.....	13
12.1	Rules .....	13
12.2	Rental .....	13
12.3	No Skateboards, Etc.....	13
12.4	No Sitting on Rails.....	13
12.5	No Animals .....	14
12.6	No Smoking .....	14
ARTICLE XIII.	ACCESS CONTROL.....	14
13.1	Vehicles Must Stop.....	14
13.2	RFID Tags.....	14
	(a) Required for Residents; Installation by Association.....	14
	(b) Cost .....	14
	(c) Non-Transferable .....	14
	(d) Non-Resident Homeowner.....	14
	(e) Removal of RFID Tag .....	14
13.3	Conduct Towards Guards .....	14
13.4	Report to Police.....	14
13.5	Use of Resident Access Lane.....	15
	(a) Authorized Use .....	15
	(b) Access to Community in Emergency Situations.....	15
ARTICLE XIV.	ACCESSORY DWELLING UNIT.....	15
14.1	Generally.....	15
14.2	Definitions.....	<b>Error! Bookmark not defined.</b>
	(a) Accessory Dwelling Unit.....	155
	(b) Junior Accessory Dwelling Unit.....	155
14.3	Prior Approval Required.....	15
14.4	Number .....	15

14.5	Sale/Rentals/Assignments.....	15
	(a) Separate Conveyance.....	155
	(b) Separate Rental.....	155
	(c) Right to Construct or Manage.....	156
14.6	Occupancy.....	16
14.7	Use.....	16
14.8	Conformance with Applicable Building Codes.....	16
	(a) Setbacks.....	15
	(b) Height.....	156
	(c) Drainage.....	156
14.9	Location.....	16
14.10	Design.....	16
	(a) Conformance.....	156
	(b) Windows and Doors.....	156
	(c) Garage Door and Driveway.....	156
14.11	Privacy.....	16
14.12	Lighting.....	17
14.13	Parking.....	17
ARTICLE XV. PAST DUE ACCOUNTS.....		17
ARTICLE XVI. OTHER IMPORTANT ITEMS.....		17
16.1	Registration.....	17
16.2	Transfer of Keys.....	17
16.3	RFID Applications.....	17
16.4	Assessments.....	17
16.5	Inaccurate Information.....	17
ARTICLE XVII. ENFORCEMENT OF GOVERNING DOCUMENTS.....		18
17.1	Definitions.....	18
	(a) Discipline.....	158
	(i) Monetary Penalty.....	158
	(ii) Suspension.....	18
	(iii) Monetary Charge.....	18
	(iv) Other.....	18
	(b) Neighbor-to-Neighbor Disputes.....	18
	(c) Types of Vilations.....	18
	(i) Health and Safety Violation.....	18
	(ii) General Violation.....	19
	(iii) Curable Violation.....	19
	(d) Individual Delivery.....	19
	(e) Notice and Hearing.....	19
17.2	Procedure.....	19
	(a) Warning; First Violation.....	20
	(b) Repeat Violation.....	20
	(c) On-Going Violation.....	20
17.3	Notice and Hearing Required.....	20
17.4	Board Deliberation.....	20

17.5	Notice of Board Decision Regarding Discipline .....	20
17.6	Right to Internal Dispute Resolution .....	20
17.7	Right to Written Agreement.....	20
17.8	Legal Counsel; Alternative Dispute Resolution (“ADR”) .....	21
17.9	Health and Safety Violations Reference Chart .....	21
17.10	General Violations Reference Chart .....	24
17.11	Warning Letter .....	25

ARTICLE I.  
INTRODUCTION

Oak Lake Association, AKA Hidden Lake HOA (the “Association”) is a private planned development which is managed by the Association’s Board of Directors (“Board”).

The mission of the Board is to ensure the livability of the Association’s unique neighborhood and to help protect property values. Thus, the Board has adopted the following House Rules, Regulations, and Enforcement Process, also referred to as House Rules or Rules and Regulations and has established fines for non-compliance effective \_\_\_\_\_, 2025. These rules supersede in their entirety any other versions of the Rules and Regulations that have previously been published.

Please be advised that the Rules and Regulations are not exhaustive and do not relieve homeowners of the obligation to comply with all of the Association’s Governing Documents (as defined herein).

The Board encourages communication from the residents:

The Association’s property management company, Westcom Property Services, can be reached at (818) 587-9500. You can also send mail to 20631 Ventura Blvd., Suite 202, Woodland Hills, CA 91364. Additionally, you can send an email to [eancker@westcommgmt.com](mailto:eancker@westcommgmt.com).

You can contact the Board from our website at: [www.hidden-lake.org](http://www.hidden-lake.org)

ARTICLE II.  
IMPORTANT PHONE NUMBERS

Police Emergency/Fire	911
Municipal Services	311
Non-Emergency Police Response	877-ASK-LAPD
Hidden Lake Guard Station	747-226-0022
City of Los Angeles Animal Services	888-452-7381
Westcom Property Services	818-587-9500

ARTICLE III.  
DEFINITIONS

3.1 ADU. An Accessory Dwelling Unit, or Junior Accessory Dwelling Unit, as may be required to be allowed by law.

3.2 Community Property/Common Area. The community property/common area includes: the clubhouse, clubhouse lawn, pool area, lake area, tennis court, parking lot (next to pool & tennis), guard station, exterior walls on Roscoe Boulevard (not including any exterior walls on Roscoe Boulevard that serve as a border between Homeowners' properties and public areas), exterior of the lake perimeter fence (not including any exterior of the laker perimeter fence that serve as a border between Homeowners' properties and public areas), fire lanes and gates, streets and sidewalks inside Hidden Lake, and all maintenance boxes (not including utility easement) and machinery housings. The perimeter walls on Woodlake Avenue is specifically excluded from this definition of Community Property/Common Area.

3.3 Community Facilities. The recreational facilities of the Association including the clubhouse, clubhouse lawn, pool area, lake area, tennis/basketball court, and the parking lot next to the pool and tennis/basketball areas.

3.4 Governing Documents. These Rules and Regulations, the Association's Declaration of Covenants, Conditions and Restrictions ("CC&Rs") and the Association's Bylaws, Guidelines for ADUs, Election Rules and other policies of the Association.

3.5 Homeowner. A person who owns a lot in Hidden Lake, and who has legal or rightful title whether he/she resides in the lot, and any trustee or other entity listed on the recorded deed of a lot in Hidden Lake as an owner or co-owner of said property.

3.6 Invitee. Any person living in and/or visiting the Homeowner's lot including, but not limited to, members of the Homeowner's household, the Homeowner's guests and invitees, tenants and the members of the tenant's household and the guests and invitees of a tenant.

3.7 Resident. Any person (including a Homeowner) who resides in Hidden Lake permanently, full-time or for more than 9 months out of a 12-month year. In the context of the Community Facilities, the term "Resident" shall mean a member of the household authorized to use the Community Facilities as set forth in Section 5.1 hereof.

ARTICLE IV.  
HOMEOWNER LIABILITY

4.1 Compliance with Governing Documents. Each Homeowner shall be responsible for complying with the Association's Governing Documents and for ensuring that the Homeowner's Invitees comply with the Governing Documents.

4.2 Enforcement Action. As provided for in these Rules and Regulations, the other Governing Documents and California law, the Board may take enforcement action against a

Homeowner for any failure to comply with, and/or violation of, the Association's Governing Documents committed by the Homeowner and/or the Homeowner's Invitees. Enforcement action may include, but is not limited to, after notice and a hearing, the imposition of monetary penalties (aka fines) and the suspension of the right of a Resident to use the Community Facilities. In addition, the Board may suspend a Resident's right to use the Community Facilities and Resident lane access to the community in the event a Homeowner is delinquent in the payment of assessments.

4.3 Liability for Damage. Each Homeowner shall be liable to the Association for any damage to the Common Area arising from: (i) the acts and/or omissions of such Homeowner, (ii) the acts and/or omissions of such Homeowner's Invitees, or (iii) such Homeowner's property, which includes, but is not limited to, damage caused by tree roots. In such events, the Association may hire, at the Homeowner's expense, a contractor and Association may supervise the repair work to assure the repairs are made consistent with the community's standards.

ARTICLE V.  
GENERAL COMMON AREA AND LOT RESTRICTIONS

5.1 Limit on Use of Common Area Facilities; Limited Access.

(a) One Household Only. Only one household per lot is authorized to use the Association's Community Facilities (e.g., tennis courts, pool, lake, clubhouse, etc. See subsection (c) below).

(b) One Key. Only one household per lot shall be issued a key and is authorized to use the Community Facilities. Keys may not be duplicated. Any duplicated keys will be confiscated. The sharing of keys with a non-authorized household/person is prohibited. There is a \$50 dollar charge for a new key.

(c) Designation of Authorized Household.

(i) Lots Occupied by Homeowners. On lots occupied only by the Homeowner thereof, the Homeowner shall be the authorized household permitted to use the Community Facilities.

(ii) Lots with ADUs. On lots with an ADU, if the ADU is occupied separately from the main residence, (i.e., the occupants of both do not form a common household), the Homeowner shall designate in writing to the Association whether the occupants of the main residence or the occupants of the ADU shall be afforded the Community Facilities privileges. The non-designated household shall be prohibited from using the Community Facilities.

(iii) Lots Leased. On lots without an ADU, if a Homeowner leases his/her lot, the Homeowner automatically delegates the Homeowner's right to use the Community Facilities to the tenant occupying such lot, and the tenant shall be the only household authorized to use the Community Facilities. The Homeowner shall be prohibited from using the Community Facilities during any tenancy on the Homeowner's lot.

5.2 Personal Events/Commercial Use of Common Area. Any use of the Common Area for personal events or commercial use, such as a movie production, signs and announcements, must be approved in advance by the Board and documented with a Hidden Lake usage contract signed by the Homeowner and a Board representative.

5.3 No Littering. Littering in the Common Area is prohibited. Every person is responsible for their own trash. Community receptacles are provided around the lake, clubhouse, and pool areas and tennis court. Littering shall mean willful or negligent throwing, dropping, placing, depositing, sweeping, or causing any such acts, of any waste matter on land or water in other than appropriate disposal/storage containers or areas designated for such purposes. An example of waste matter means discarded, used, or leftover substances including, but not limited to, a lit or unlit cigarette, cigar, match, or any flaming or glowing material, or any garbage, trash, refuse, paper, container, packaging, or food stuff. In addition to a penalty/fine as addressed in these Rules & Regulations, violators may, at the discretion of the Board, be required to remove the litter or debris and restore the area to its original condition.

5.4 No Smoking. No smoking or vaping is permitted in the Common Areas.

5.5 Removal of Pet Waste. All Homeowners and Invitees must clean up after their pets both in the Common Area and on their lots.

5.6 Leashes Required. Dogs must be on a leash at all times while in the Common Areas or while on any unfenced portion of a lot. The leash must be held by a person capable of controlling the dog.

5.7 Vandalizing. Vandalizing, removing, destroying, or otherwise harming community property or wildlife is prohibited.

5.8 Nuisance Activity. No obnoxious or offensive activity shall be carried on, upon or within any portion of the property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighbors. All Homeowners and their Invitees must respect their neighbors with regards to noise, parking, pets, communications and other common neighbor-to-neighbor contact issues. This also applies to the use of the Common Areas and the lots. Unreasonable or excessive disturbances will be addressed by the Board through the hearing and fine schedule.

5.9 No Illegal Activity. No illegal activity, such as using fireworks, is allowed anywhere within the project (Common Area or lots) and will be reported to the authorities immediately in addition to a fine being levied.

5.10 Signs. No signs, posters, flags, banners or decorations may be posted in the Common Area without the prior written approval of the Board.

5.11 Goodstanding. Residents (or the Homeowner if the Resident is a renter) must be current in their dues to use the Common Facilities, and the right to use the same may be suspended for the duration of the delinquency.

ARTICLE VI.  
HOME MAINTENANCE

6.1 Landscaping. All landscaping on a lot, including any low water plants or turf, must be regularly maintained in good condition. This includes mowing, weeding, trimming (including trees), and upkeep of landscape decor.

6.2 Equipment. All equipment, woodpiles, gravel/stone, or storage piles on a lot must be kept screened by adequate planting or fencing to conceal them from view. They cannot be kept in any Common Areas.

6.3 Trash Cans. Trash cans may be placed out for pick-up on the day before or day of trash pick-up. All trash cans must be removed and stored on a lot in a manner which is reasonably concealed from the street, no later than the evening on the day of trash pickup. "Reasonably concealed" is deemed to mean being placed behind the garage line, preferably on the side yard, and obstructed from view by trees, plants, bushes, and/or a gate or fence.

6.4 Signs on Lots.

(a) Commercial Signs. No commercial signs, posters, flags or banners may be posted or displayed from a lot other than a for sale or for lease sign of the type and size of reasonable dimensions and design (and not exceeding size limits set forth in the Civil Code).

(b) Non-Commercial Signs. Non-commercial signs, posters, flags or banners are prohibited except as required to be permitted pursuant to Civil Code Sections 4705 and 4710.

6.5 Temporary Storage or Moving Receptacles. No storage is permitted in the Common Area. With prior written approval from the Board, a Resident may place storage or moving bin(s)/receptacle(s) (i.e., rollaway, not regular trash cans) on the street, in front of their residence for a limited duration. Residents must also obtain the prior written approval of the Board from to place bin/receptacles on a lot's private driveway for more than one week. Each Homeowner shall be liable for any damage done to streets, curbs and sidewalks as a result of such storage and/or moving receptacles.

6.6 Temporary Portable Toilets. No Resident may place portable toilet(s) on their front yard/lawn, the street, in front of their residence or in their private driveway without the prior written approval of the Board.

6.7 Fencing on Lot. All visible fencing must be kept in good repair, including fencing visible from the lake area and street. All lake area fences are the responsibility of the Homeowners, and they must be uniform with the rest of the fences around the lake area and kept in good condition.

6.8 Prior Written Approval for Architectural Changes. Any visible architectural change to a lot (including, but not limited to, garage doors, front doors or windows, new/replacing roof, solar panels, front yard fence, additions, balconies, decks color changes or major landscape changes) requires the prior written approval from the Board prior to commencement of work. For ADUs please refer to separate policy that can be found on [www.hidden-lake.org](http://www.hidden-lake.org)

6.9 Maintain Dwellings. Dwellings must be kept in an acceptable state of good repair. This includes the visible back areas of all lake homes.

6.10 Decorations. Exterior holiday decorations on a lot are permitted in season, for a period of not to exceed 4 weeks before and 2 weeks after the holiday date.

6.11 Uninhabitable or Abandoned House.

(a) Fire and Other Disaster. In the event of a fire, collapse or other event that renders a house uninhabitable or, in the opinion of the Board, poses a danger to the community, the Board of Directors must be immediately notified, and a security gate/fence must be placed on or around the structure by a professional entity, paid for by the Homeowner, within 72 hours of the event and/or notice to the Homeowners to do so.

(b) Abandoned House. In the event that a house in the Hidden Lake neighborhood becomes empty by means of foreclosure, renovation, abandonment, pest infestation, or may in the opinion of the Board, be viewed as a danger to the community for other reasons, the Board of Directors may demand that a security gate/fence be erected on or around the structure by a professional entity within 72 hours of notice to the Homeowner with the cost to be paid by the Homeowner.

#### ARTICLE VII. HOME-BASED BUSINESSES

7.1 Residential Use. *Please address the Board prior to starting a home-based business.* Lots are restricted to residential use, provided, however, the foregoing shall not be construed in such a manner so as to prohibit any Resident from having a “home office” or “home business,” provided that such “home office” or “home business” is incidental to the principal residential use of the lot, complies with the Governing Documents, applicable zoning laws or regulations without the necessity of first obtaining a special use permit or specific government authorization, does not interfere with the quiet enjoyment of the other owners, and does not produce or generate any external evidence thereof from outside the lot. Examples of external evidence includes, but is not limited to, the following:

(a) Commercial Vehicles. Commercial vehicle parking on the street (commercial vehicles with visible advertising must be properly parked on the Homeowner’s lot);

(b) Client Parking. Client parking on the streets;

(c) Storage. Visible storage of business inventory or supplies;

(d) Performance. Performance of company business within view or earshot of the street or another owner’s lot.

#### ARTICLE VIII. TRAFFIC AND PARKING

8.1 Vehicle Codes. All State of California Vehicle Codes apply. (Section 21107.7 CA VC)

8.2 Speed Limit. The MAXIMUM SPEED LIMIT is 18 miles per hour. (Section 22350 & 22352A CA VC)

8.3 Inoperative Vehicles.

(a) Prohibited on Streets. Inoperative or abandoned vehicles shall not be parked on the streets. Vehicles found in violation of this ordinance may be cited and/or towed. (Section 22651 and 22669(a) CA VC and L.A.M.C. 80.73.3). A 72-hour notice placed on the windshield prior to towing.

(b) Permitted on Lots. Inoperable vehicles may be kept on a lot provided they are clean and covered with an acceptable covering with no visible signs of inoperability (i.e. flat tires, etc.).

8.4 No Car Covers. No vehicles parked in the street and/or other Common Area may be covered.

8.5 Vehicle Requirements. ALL motorized vehicles operated on the Common Areas shall:

(a) License. Be licensed and equipped for street use;

(b) Registration. Have current registration;

(c) Paved Streets Only. Be operated on paved streets only; and

(d) RFID Tags. Have RFID tags placed on the vehicle's windshield or head lamp.

8.6 RFID Tags. Applications for an RFID tag may be obtained from our website: [www.hidden-lake.org](http://www.hidden-lake.org). Vehicle license plates and driver's licenses of visitors are recorded along with the name of the resident they are visiting.

8.7 Scooters and Bicycles. The following shall apply to scooters/bicycles (motorized, electric, and non-motorized) being operated in the Common Area:

(a) Helmets. Riders under the age of 18 must wear helmets. All riders of Class 3 e-bikes must wear helmets.

(b) Mufflers. Motorized scooters/bicycles must be equipped with factory approved mufflers.

8.8 Overnight Parking. No overnight parking is permitted in the Common Area parking lot. Towing at the vehicle owner's expense will occur without notice after 1 a.m.

8.9 No Sleeping in Vehicles. Sleeping in vehicles parked on Common Area is prohibited.

8.10 No Parking Areas. No parking on any Common Area lawns is permitted. No parking is permitted in a red zone, fire zone, fire lane or in front of a fire hydrant, and such vehicles are subject to immediate towing. Parking on the lawn/garden areas of any lot or other areas designated for landscaping is also prohibited.

8.11 Disabled Person Vehicle Parking Spots. Any vehicle parked in the designated disabled person space located in the common parking lot must display a proper disabled person parking permit, sticker, or license plate. Vehicles parked without such handicap identification will be towed without notice at the owner's expense.

8.12 Direction of Parking. Vehicles parked on streets may only be parked parallel to the curb in the direction of traffic.

8.13 Observing Stop Signs. A complete stop is required at all stop signs or where "STOP" marked on the pavement.

8.14 No Loitering. No loitering on the streets and/or in the parking area is permitted.

8.15 No Hindering. No hindering or otherwise blocking any vehicles from movement on the streets in the neighborhood is allowed.

8.16 Trailers. Trailers are allowed in the community for a period of no more than 24 hours in any 30-day period without the prior written approval of the Board. During that period, the trailer must be parked in the driveway of a lot. The Board reserves the right to refuse parking of recreational vehicles in the community.

8.17 Motor Homes. Motor homes can be parked in front of residence for a period of 72 hours in any 30-day period without the prior written approval of the Board. Parking of motor homes in the community is for the limited purpose of cleaning, loading, and unloading only. The Board reserves the right to refuse parking of recreational vehicles in the community.

8.18 72-Hour Limit. Vehicles may not be stored in the Common Area. Any vehicle parked on the street that does not appear to be in use by the resident for more than 72 hours will have a notice placed on the front windshield noting the date and time cited. The owner will have 72 hours to remove the vehicle from the street. If the vehicle is not removed within the 72-hour period, the vehicle shall be towed at the owner's expense.

8.19 Boats and Watercraft. Boats and personal watercraft parked on a resident's property must be kept out of view. No boats or personal watercrafts shall be parked on the streets, in front of any residence or in any Common Areas. Lakefront homeowners shall keep their boat/watercraft on their own lots behind their gate and not in Common Areas.

8.20 Commercial Vehicles. Commercial vehicles, with or without advertising, which are owned by Residents or by a guest of a Resident, are not allowed to park overnight on the street and must be parked in the lot's driveway only.

8.21 Wildlife. Residents and their guests are responsible for not disturbing or hurting wildlife anywhere within the property, including, but not limited to, streets and sidewalks. If a Resident or any of their guests has an accident with wildlife, the Board and guard must be contacted immediately. Any violation of this rule, including a first-time violation, will result in a monetary penalty

ARTICLE IX.  
COMMUNITY FACILITIES – SWIMMING POOL

9.1 Swim at Your Own Risk. There is NO Lifeguard on duty at the pool. It is recommended that no one swims alone.

9.2 Access. The swimming pool may be accessed and used by Residents only through the use of community-issued keys only. Unauthorized households/persons are prohibited. No jumping or climbing over fences or gates is permitted.

9.3 Season. Pool season is from May 1st to September 30<sup>th</sup> and may be subject to change. Use of the pool out of the authorized season is prohibited. The Board reserves the right to change the pool rules and/or close the pool at any time for safety/health reasons.

9.4 Pool Hours. Pool hours during the season are from 10:00am to 8:00 p.m. daily. The clubhouse bathroom will be accessible during these hours.

9.5 Adult Supervision Required. Children under the age of 14 are not allowed in the pool area unless accompanied by an adult, age 18 or over. CBC §3120B.4. THIS RULE WILL BE STRICTLY ENFORCED.

9.6 Guests Must be Accompanied. All guests must be accompanied by a Resident during the use of the pool area.

9.7 Keep Gates Shut; No Propping Open of Gates. Pool gates must be closed and locked after entering or exiting. The propping open of gates is prohibited.

9.8 No Reservations. The pool may not be used or reserved for private parties.

9.9 Proper Attire. Swimmers in the pool must wear proper swim attire. No cut-offs or frayed shorts are permitted in the pool.

9.10 Pool Furniture. The pool furniture must not be removed from the pool area. Residents may not abuse or misuse the pool furniture and must restore any pool furniture they may have temporarily moved to its original location prior to exiting the pool area.

9.11 No Horseplay. No running, pushing, dunking, or horseplay is permitted in or around the pool.

9.12 Pool Toys. Surf mats, surfboards, boogie boards, and similarly large flotation objects are not permitted in or around the pool.

9.13 No Animals. No pets of any kind are allowed within the pool area.

9.14 No Skateboards, etc.. No skateboards, roller skates/blades, scooters, bicycles, and/or motorized vehicles are permitted in or around the pool area.

9.15 No Smoking. No smoking or vaping in the pool area is allowed.

- 9.16 No Loud Music. No loud music is allowed in the pool area.
- 9.17 No Glassware. No glassware is allowed in the pool area.
- 9.18 No Littering. No littering is allowed in the pool area.
- 9.19 No Food or Drink. No food or drink may be consumed in the pool.
- 9.20 Small Items. Various materials, such as hair pins, clips or small objects will clog filters and may not be used while swimming.
- 9.21 No Diving. Diving is not allowed.
- 9.22 Sanitary Concerns. Any person who is incontinent or not fully potty trained must wear appropriate waterproof clothing when entering or being carried into the pool. Unsanitary accidents must be immediately reported to a Board member, Westcom, or the security guard. The Board may also be contacted directly at [www.hidden-lake.org](http://www.hidden-lake.org)

ARTICLE X.  
LAKE RULES

- 10.1 Use at Your Own Risk. There is NO Lifeguard on duty in the lake area.
- 10.2 Access. Access to the lake is by way of keyed gates in Common Areas only by those Residents not living on the lake itself. Unauthorized persons are prohibited. No jumping or climbing over fences or gates is permitted.
- 10.3 Hours. Lake hours are from 8:00 a.m. to 8:00 p.m. The Board reserves the right to change the lake hours and/or close the lake area at any time for safety/health reasons.
- 10.4 Adult Supervision Required. Children under the age of 14 are not allowed in the lake area unless accompanied by an adult, age 18 or over. CBC §3120B.4. THIS RULE WILL BE STRICTLY ENFORCED.
- 10.5 Guests Must be Accompanied. All guests must be accompanied by a Resident during the use of the lake area.
- 10.6 Prohibited Activities. No swimming, wading, wakeboarding or underwater diving is allowed in the lake.
- 10.7 No Motorized Craft. No motorized craft of any kind may be used on or around the lake perimeter. Only personal paddle and row boats are allowed. The Association's maintenance boats may not be used. All watercrafts must be stored on a Resident's lot. No exceptions.
- 10.8 Fishing Restrictions. Fishing (rod and reel only) is permitted from 8:00 a.m. to sunset daily. California fishing regulations apply, although no license is required. This is a CATCH-AND-RELEASE compound due to the lake being chemically treated. No fish may be removed from the property or kept. Every effort will be taken to keep the fish alive when put in a

receptacle (bucket or other) while awaiting re-release into the lake. ONLY BARBLESS HOOKS MAY BE USED. Fishing is not allowed close to the lake fountains. Fishing lines may not be cast in fountain areas.

10.9 No Animals. Residents may not bring animals of any kind within the lake area.

10.10 No Skateboards, Etc. No skateboards, roller skates/blades, scooters, bicycles and/or motorized vehicles are permitted in or around the lake area.

10.11 No Smoking. No smoking or vaping in the lake area is allowed.

10.12 Loud Music. No loud music is allowed in the lake area.

10.13 No Littering. No littering is allowed in the lake area.

10.14 Glassware. No glassware is allowed in the lake area.

10.15 No Reservations. The lake area may not be used or reserved for private parties.

10.16 Keep Gates Shut; No Propping Open of Gates. Lake area gates must be closed and locked after entering or exiting. The propping open of gates is prohibited.

10.17 Lake Wildlife Protection.

(a) Federal Protection. The Canadian geese in our community are federally protected.

(b) No Harassment or Harm. No Homeowner nor any Homeowners' Invitee (including their tenant or tenant's guest) shall be allowed to take, harass, harm or otherwise mistreat resident and/or visiting wildlife within the boundaries of Hidden Lake. This rule will be strictly enforced.

(c) No Feeding. No feeding of wildlife in the Hidden Lake community is permitted. This rule will be strictly enforced.

## ARTICLE XI.

### COMMUNITY FACILITIES - TENNIS/BASKETBALL COURT

11.1 Access. The tennis/basketball court may be accessed and used by Residents only through the use of community-issued keys only. Unauthorized households/persons are prohibited. No jumping or climbing over fences or gates is permitted.

11.2 Adult Supervision Required. Because access to the tennis court is through the lake area, an adult 18 years or older must accompany all children under the age of 14 for their entire visit. CBC §3120B.4.

11.3 Hours. The tennis/basketball court hours of use are from 8:00am to 8:00pm.

11.4 Guests Must be Accompanied. All invited guests must be accompanied by a Resident during the use of the court.

11.5 Observe Posted Rules. Residents must read and observe all the court rules posted inside/outside the tennis court by the benches.

11.6 Sign-Up. To use the tennis/basketball court you must use the signup form available at our website [www.hidden-lake.org](http://www.hidden-lake.org). Please go to the tennis/basketball court tab and follow instructions to sign up. The signup form has 1-hour slots, you may not sign up for slots back-to-back. You may sign up for more than 1 hour in a day, not just consecutive hours.

11.7 Sign-Up Controls. If you are not scheduled to be at the tennis/basketball court for a certain time slot and someone is using the court, you must leave the court area.

11.8 No Animals. Residents may not bring animals of any kind within the tennis/basketball court .

11.9 No Skateboards, Etc. No skateboards, roller skates/blades, scooters, bicycles and/or motorized vehicles are permitted in or around the tennis/basketball court.

11.10 No Smoking. No smoking or vaping in the pool area is allowed.

11.11 Loud Music. No loud music is allowed in the tennis/basketball court.

11.12 Glassware. No glassware is allowed in the tennis/basketball court.

11.13 No Littering. No littering is allowed in the tennis/basketball court.

11.14 Keep Gates Shut. Tennis/basketball gates must be closed and locked after entering or exiting. The propping open of gates is prohibited.

11.15 No Reservations. The tennis/basketball court may not be used or reserved for private parties.

11.16 Proper Shoes. Tennis/Basketball shoes or rubber-soled shoes must be worn.

11.17 Care of Nets. Leaning, swinging, and jumping over the tennis court net is prohibited. Hanging on the basketball hoop or from the basketball net is prohibited.

## ARTICLE XII. CLUBHOUSE

12.1 Rules. All rules established and written in the Clubhouse Use Agreement are in effect.

12.2 Rental. See Clubhouse Rental Agreement on [www.hidden-lake.org](http://www.hidden-lake.org) for specifics on rental rules. Clubhouse rentals are approved on a first come basis with a valid submitted application with the required check.

12.3 No Skateboards, Etc. No skateboarding, bicycle riding, or recreational activity on the Clubhouse deck and/or the handicap ramp is allowed.

12.4 No Sitting on Rails. No sitting is allowed on the Clubhouse rails.

12.5 No Animals. Animals are not permitted in the Clubhouse or the Clubhouse Area. This includes any livestock or petting zoo animals for events held in the Clubhouse or the Clubhouse area.

12.6 No Smoking. No smoking or vaping in the Clubhouse or the Clubhouse area is allowed.

ARTICLE XIII.  
ACCESS CONTROL

13.1 Vehicles Must Stop. Every vehicle entering through the guest lane must stop at the Guard Station when the security guard is on duty. If the guard on duty is absent, then every person entering through the guest lane must use the keypad to access the community. Driving around the gate or another car in line at the Guard Station without the guard's permission is subject to a monetary penalty.

13.2 RFID Tags.

(a) Required for Residents; Installation by Association. RFID tags must be used by Residents on all of their vehicles. All RFID tags must be installed by the Association to ensure proper installation and addition to the system. Requests for RFID tags and installation can be done at [www.hidden-lake.org](http://www.hidden-lake.org). The RFID tags should be mounted on the inside of the windshield or vehicle headlamp for easy access when driving in.

(b) Cost. The cost for each RFID tag \$20 per vehicle (subject to change) payable by check to Oak Lake Association.

(c) Non-Transferable. Vehicle RFID tags must be used by Residents ONLY, and may not be shared or transferred to vehicles not belonging to the Resident. If any Resident is caught providing a tag to a non-resident, a fine will be imposed.

(d) Non-Resident Homeowner. Non-resident homeowners may apply for an RFID tag.

(e) Removal of RFID Tag. If a resident moves, or a car is sold/returned to the dealer (lease) or not in use for any reason, the resident must notify the Association at [www.hidden-lake.org](http://www.hidden-lake.org). Alternatively, a resident may notify the guard station of the above and provide: (i) the vehicle license plate, (ii) the resident's name, (iii) the address, and (iv) date the resident moves, or the date the car is sold or returned to the dealer or will no longer be in use for any reason. The RFID tag must be deactivated for security reasons.

13.3 Conduct Towards Guards. The Association has contracted with an outside security company to provide access control at the guard station. Homeowners and their Invitees must conduct themselves in a professional manner when dealing with the guards. Inappropriate behavior will not be tolerated. Reported inappropriate behavior is subject to a FINE.

13.4 Report to Police. Any illegal or questionable activity observed inside the community should be reported directly to the local police department. The guards are not allowed to leave their post.

13.5 Use of Resident Access Lane.

(a) Authorized Use. Uses for residents, owners, and off-site owners only.

(b) Access to Community in Emergency Situations. In the event of an emergency (e.g., fire), in order to decrease the likelihood of unauthorized persons from entering the community, the Association may deactivate the resident entry lane and require all Residents and Homeowners will be asked to show their proof of address/ownership during these times.

ARTICLE XIV.

ACCESSORY DWELLING UNIT

14.1 Generally. Pursuant to Civil Code Section 4751, the Association may impose reasonable restrictions on the construction and/or use of accessory dwelling units and junior accessory dwelling units on a lot. Accordingly, the Association adopts the following rules and regulations.

14.2 Definitions.

(a) Accessory Dwelling Unit (“ADU”) shall mean an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated.

(b) Junior Accessory Dwelling Unit (“JADU”) shall mean a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A JADU may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

14.3 Prior Approval Required. ADUs and JADUs are permitted only to the extent required to be permitted by law. No ADU or JADU may be constructed without the prior written approval of the Association’s Architectural Committee (“**Committee**”) in accordance with the Association’s Declaration of Covenants, Conditions and Restrictions (“**CC&Rs**”), as the same may be amended, along with the written approval of any local agency. Even if an owner has received a permit to construct an ADU/JADU, such owner must obtain Committee approval prior to construction.

14.4 Number. Either one ADU or one JADU per lot is permitted, but in no event shall both or more than one be permitted.

14.5 Sale/Rentals/Assignments.

(a) Separate Conveyance. An ADU or JADU may not be sold or otherwise conveyed separately from the primary dwelling house.

(b) Separate Rental. An ADU or JADU may not be rented separately from the primary dwelling house, unless either is occupied by the property owner.

(c) Right to Construct or Manage. No owner may assign the right to construct or manage an ADU or JADU on such owner's lot to a third party.

14.6 Occupancy. Occupancy of an ADU or JADU shall not exceed the maximum occupancy allowed by law.

14.7 Use. Pursuant to Article VII, Section 1 of the CC&Rs, all lots must be used for residential purposes. Therefore an ADU or JADU cannot be used for business purposes.

14.8 Conformance with Applicable Building Codes. Except as provided below with regard to more restrictive provisions of the CC&Rs, ADUs and JADUs must conform with all applicable building codes. In the event the CC&Rs provide more restrictive provisions, the CC&Rs shall prevail. Owners are responsible for ensuring that their ADU/JADU complies with all building codes. By way of example, and not limitation, the following shall apply:

(a) Setbacks. The setbacks for any ADU/JADU must comply with existing building codes.

(b) Height. The height for any ADU must comply with existing building codes and/or the CC&Rs, whichever is more restrictive. ADU's may not exceed one story.

(c) Drainage. The drainage of water from a lot cannot be materially altered by the construction of an ADU or JADU.

14.9 Location. Any detached ADU shall be located in the rear yard of a lot and shall be sited on such lot to minimize the visual prominence of the structure and its contrast to the main house, with its front door facing the same street as the primary dwelling or facing the interior of the lot with a proposed or existing primary residence.

14.10 Design.

(a) Conformance. The architectural elements of an ADU or JADU shall be in conformance with the community and complement the main house through use of materials and design of equal or better quality generally matching the exterior architectural style, appearance and character of the main house with similar materials, colors, window, facade and roof design, including no design and/or implementation of rooftop patios and decks.

(b) Windows and Doors. The Committee shall have the right to establish the location of windows and exterior doors which may be required to construct an ADU or JADU.

(c) Garage Door and Driveway. The garage door and driveway cannot be removed to construct an ADU or JADU.

14.11 Privacy. Windows facing abutting other lots and within ten (10) feet of the property line shall be constructed in a manner that reduces direct views into the neighboring property through such methods as clerestory windows or semi-translucent glass.

14.12 Lighting. No exterior lighting shall be placed upon or adjacent to any ADU or JADU so as to cause unreasonable glare or illumination upon any other lot.

14.13 Parking. To the extent that an owner's garage is properly converted to an ADU or JADU, vehicles for such lot shall be parked in the assigned driveway for such lot to its originally-designed capacity. Except with regard to the foregoing exception to the Association's governing documents, no further accommodations to parking restrictions in the Association's governing documents shall be granted to residents who elect to construct an ADU or JADU on their lot.

#### ARTICLE XV. PAST DUE ACCOUNTS

Any outstanding balance due, including fines, assessments or late fees will, may after notice and a hearing result in the suspension of Common Facilities privileges, including, but not limited to use of the tennis court, swimming pool, lake; and clubhouse property, and attendance to at Association-sponsored events. If such rights have been suspended, and the Homeowner and/or the Homeowner's Invitees are seen at community events and/or using the Association's Community Facilities, the Homeowner may be fined per violation according to Article XVII.

#### ARTICLE XVI. OTHER IMPORTANT ITEMS

16.1 Registration. The Association requires all Homeowners to register the names, email addresses and telephone numbers of their tenants with Westcom Property Services/or the Association for security purposes, pursuant to Civil Code Sec 4041, prior to the tenants' occupancy. Failure to do so may result in a fine pursuant to Article XVII.

16.2 Transfer of Keys. Common Facilities keys must be transferred through escrow when closing on a home. Replacement keys cost \$50.00 each. If a Homeowner rents or leases a home, it is up to them to transfer keys to the new Residents. Should anyone lose their key they may purchase one for a non-refundable amount of \$50.

16.3 RFID Applications. Applications for RFID tags can be obtained at our website: [www.hidden-lake.org](http://www.hidden-lake.org).

16.4 Assessments. HOA dues are due and payable even if an owner does not receive a bill. All dues are payable by the 15th of the month (i.e. if the bill is dated April 1, then the owner has until April 15th to get payment to the management company in order to avoid a penalty). Homeowners' dues are billed monthly. When a bad check is issued, the Association will charge the offending owner an additional \$100 plus any applicable late fees.

16.5 Inaccurate Information. Homeowners or Residents who obtain Hidden Lake vehicle RFID tags for guests, family members, friends and/or other non-residents, by providing inaccurate information, will be subject to a fine.

## ARTICLE XVII.ENFORCEMENT OF GOVERNING DOCUMENTS

### 17.1 Definitions.

(a) Discipline. “Discipline” shall mean and refer to any and/or all of the following:

(i) Monetary Penalty. The Board may impose a monetary penalty (aka a fine) against an owner for a violation of the Association’s governing documents.

(1) The maximum amount of any Monetary Penalty for a General Violation is \$100.00 per violation. A new General Violation occurs every day that the General Violation remains unabated. For example, an owner who is storing an inoperative vehicle in the street is subject to a \$100.00 fine, and as a continuing violation, may be subject to an additional \$100.00 per day fine until the vehicle is removed.

(2) The maximum amount of a Monetary Penalty for Health and Safety Violation shall be the maximum amount set forth in the Association’s governing documents, or, \$1000 per violation, whichever is greater. A new Health and Safety Violation occurs every day that the Health and Safety Violation remains unabated. For example, an owner who parks on the common area lawn may be subject to an additional fine per day until such is Health and Safety Violation is corrected.

(ii) Suspension. The Board may suspend the common area privileges of the owner (including the owner’s tenants) for a period of thirty (30) days or until the violation is abated.

(iii) Monetary Charge. The Board may impose a monetary charge as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to the common area and facilities caused by the owner and/or the owner’s guest or tenant. A monetary charge may become a special assessment to the extent permitted by the Association’s CC&R or California law.

(iv) Other. The Board may take any other disciplinary action permitted by the Association’s governing documents.

(b) Neighbor-to-Neighbor Disputes. Any property line dispute must be resolved amongst the neighboring Homeowners. Such disputes include, but are not limited to, disputes regarding fences and tree roots. The Association will not get involved in Neighbor-to-Neighbor Disputes.

(c) Types of Violations.

(i) Health and Safety Violation. “Health and Safety Violation” is a violation of the Association’s governing documents which may result in an adverse health or safety impact on the common area or another owner’s property including, but not limited to, traffic violations (e.g., speeding, not obeying stop signs), parking on common area lawns or in a manner which obstructs access to driveways and use of streets, unauthorized use of the swimming pool, running, pushing, dunking or horseplay in or around the pool, using surf mats, surfboards, boogie

boards and similarly large flotation objects in or around the pool, using skateboards, roller skates, roller blades, scooters, bicycles, and/or motorized vehicles in or around the pool area, using glassware in the pool area, diving in the pool, unleashed pets in the common area and/or the failing to clean up after pets in the common area, allowing pets in the pool area, failing to supervise children in the pool area, unauthorized use of the lake, failing to supervise children in the lake area, swimming, wading, wakeboarding or underwater diving in the lake, using any motorized craft on or around the lake, allowing pets in the lake area, using skateboards, roller skates, roller blades, scooters, bicycles and/or motorized vehicles in the lake area, using glassware in the lake area, harassing wildlife, injuring wildlife, feeding wildlife failing to adhere to maintenance obligations, or any nuisance activity. The Board, in its discretion, shall determine whether a violation is a Health and Safety Violation.

(ii) General Violation. An “General Violation” shall mean all violations which are not Health and Safety Violations. General Violations shall include, but not be limited to, destructing or damaging community property, propping open or jumping over the gates to the lake area, pool area and tennis courts, failing to place trash cans out for pick-up on the day before or day of trash pick-up, failing to remove and store trash cans on a lot in a manner which is reasonably concealed from the street, failing to remove and store trash cans later than the evening on the day of trash pickup, failing to stop at the guard station upon entering through the guest lane and failing to obtain approval from the Board for any external changes to a home.

(iii) Curable Violation. A “Curable Violation” shall mean and refer to a violation that is of an ongoing, permanent or semi-permanent nature, that may require a financial commitment to correct and shall specifically exclude a violation of the Association’s governing documents which by its very nature would permit an owner to perpetually evade enforcement of a restriction so as to render the restriction inoperative. By way of example, and not limitation an alteration made without prior approval is a Curable Violation because an owner can correct the on-going violation by removing the unauthorized installation; however, an owner who rents their lot for less than the minimum lease term or who parks in a fire lane does not have the right to cure said violations by removing the short-term renters or moving his/her car before the hearing. The Board, in its discretion, shall determine whether a violation (whether a General Violation or a Health and Safety Violation) qualifies as a “Curable Violation.”

(d) Individual Delivery. As used herein, pursuant to Civil Code Section 4040, “Individual Delivery” shall mean delivery in accordance with the Homeowner’s preferred delivery method as described in Civil Code Section 4041. Pursuant to Civil Code Section 4041, each Homeowner shall, on an annual basis, provide notice to the Association indicating the Homeowner’s preferred delivery method and shall also provide the Association with a mailing address and valid email address. If the Homeowner does not provide the Association with a preferred delivery method, the Association shall deliver documents personally as well as one of the following methods: (i) first-class, (ii) registered or certified mail, (iii) express mail, or (iv) overnight delivery by an express service carrier.

(e) Notice and Hearing. For purposes hereof, the term “Notice and Hearing” shall mean that the Board shall give the owner notice of a hearing by personal delivery or by Individual Delivery at least ten (10) days before the proposed hearing on said Discipline. Said notice shall contain at a minimum (a) the date, time, and place of the meeting, (b) the nature of

the alleged violation(s) for which the owner may be subject to Discipline, (c) a statement that the owner has a right to attend the hearing and may address the Board at the hearing; and (d) (if applicable) to the extent that the violation is a Curable Violation, a statement that the owner has the right to cure the violation. All hearings shall be held in executive session, shall afford the owner a reasonable opportunity to be heard and shall enable the Board to evaluate the evidence concerning the alleged violation. At the hearing, the Board shall allow the owner to present oral or written evidence concerning the alleged violation.

17.2 Procedure. The following procedure will apply to all violations and infractions of the Rules and Regulations and other Governing Documents. Complaints against Homeowners and their Invitees who may not be complying with the Association's Rules and Regulations and other Governing Documents may be filed by any Resident. Complaints must be in writing and sent to the Management Company. It is imperative that the complaining person identifies the non-complainant person or address involved in order for the Management Company to proceed. Please specify the date and time of each incident. The Board of Directors, Management Company, or Committee appointed by the Board may also note any violations discovered during walk-throughs or by personal knowledge of any of its members or representatives. At the time a violation is noted or reported, action will be taken as follows:

(a) Warning; First Violation. In some cases, the Board shall notify the Homeowner in writing, by either personal delivery or Individual Delivery. The notice will identify the violation, and, if appropriate, a time frame for correction the violation. Notwithstanding the foregoing, under circumstances involving conduct that constitutes (a) an immediate and unreasonable infringement of, or threat to, the safety or quiet enjoyment of neighboring Homeowners; (b) traffic or fire hazard, (c) wildlife, (d) a threat of material damage to, or destruction of, the Common Area or such other violations, or (e) any Health and Safety Violation, the Board may forego a warning letter, and proceed immediately with corrective or enforcement action. The Board may also impose a monetary penalty upon the first violation after a hearing has been held.

(b) Repeat Violation. If the same violation is repeated (as such term is defined below) within a twelve-month period or in the event of a Health and Safety Violation, the Board shall give the Homeowner a written Notice and Hearing, as defined above.

(c) On-Going Violation. If a violation is not corrected within the time frame referenced in the warning letter or in the event of a Safety Violation, the Board shall give the Homeowner written Notice and Hearing.

17.3 Notice and Hearing Required. Prior to imposing Discipline on an owner, the Board shall provide the Homeowner Notice and Hearing as detailed above.

17.4 Board Deliberation. Following the hearing, the Board may deliberate regarding whether to impose Discipline and the type of Discipline outside the presence of the owner. The Board shall not impose a Monetary Penalty against a Homeowner in either of the following circumstances: (A) the owner cures the Curable Violation prior to the meeting or (B) if curing the Curable Violation would take longer than the time between the notice of hearing and the Homeowner provides financial commitment to cure the Curable Violation. Notwithstanding the

foregoing, nothing contained herein shall prevent the Association from taking other Discipline against an owner who cures a Curable Violation such as Suspension and/or a Monetary Charge.

17.5 Notice of Board Decision Regarding Discipline. The Board will provide the Homeowner notice by either personal delivery or Individual Delivery of the Discipline, if any, taken against the Homeowner within fourteen (14) days after the Board’s decision.

17.6 Right to Internal Dispute Resolution. If the Board and the Homeowner are not in agreement after the hearing or after receipt of the hearing decision, a Homeowner shall have the opportunity to request internal dispute resolution pursuant to Civil Code Section 5910.

17.7 Right to Written Agreement. If the Board and the owner are in agreement after the hearing, the Board shall draft a written resolution. The written resolution, signed by the Board and the Homeowner of the dispute pursuant to procedures not in conflict with the law or governing documents, binds the Association and is judicially enforceable.

17.8 Legal Counsel; Alternative Dispute Resolution (“ADR”). At any time, the Board may refer a Homeowner discipline matter to the Association’s legal counsel for further enforcement. Additionally, if required by Civil Code Section 5925 et seq., alternative dispute resolution will be offered. If a lawsuit is filed, the homeowner may be liable for the Association’s legal costs and fees.

17.9 Health and Safety Violations Reference Chart. As described above, the Board may impose a Monetary Penalty for all Health and Safety violations in the amount set forth in the Association’s governing documents, or, \$1,000 per violation, whichever is greater. A new Health and Safety Violation occurs every day that the Health and Safety Violation remains unabated. The following is a non-exhaustive list of Health and Safety violations and their corresponding Monetary Penalties:

<u>Violation</u>	<u>First Offense</u>	<u>Second &amp; On-Going Offense</u>
<b>Traffic Violations</b>		
Failure to obey traffic rules which include, but are not limited to, speeding, and not obeying signage	\$250	\$500
<b>Parking Violations</b>		
Parking on Common Area lawns or in a manner which obstructs access to driveways and use of	\$250	\$500

<u>Violation</u>	<u>First Offense</u>	<u>Second &amp; On-Going Offense</u>
streets		
<b>Pool Violations</b>		
Unauthorized use of the swimming pool	\$500	\$1000
Running, pushing, dunking or horseplay in or around the pool	\$250	\$500
Using surf mats, surfboards, boogie boards and similarly large flotation objects in or around the pool	\$250	\$500
Using skateboards, roller skates, roller blades, scooters, bicycles, and/or motorized vehicles in or around the pool area	\$250	\$500
Using glassware in the pool area	\$250	\$500
Diving in the pool	\$250	\$500
Lack of supervision of children in the pool area	\$500	\$1000
<b>Pet Violations</b>		
Unleashed pets in the Common Area	\$250	\$500
Failing to clean up after pets in the Common Area	\$250	\$500

<u>Violation</u>	<u>First Offense</u>	<u>Second &amp; On-Going Offense</u>
<b>Lake Violations</b>		
Unauthorized use of the lake	\$500	\$1000
Lack of supervision of children in the lake area	\$500	\$1000
Swimming, wading, wakeboarding or underwater diving in the lake	\$500	\$1000
Using any motorized craft on or around the lake	\$500	\$1000
Pets in the lake area	\$250	\$500
Livestock (farm animals) in the lake area	\$500	\$1000
Using skateboards, roller skates, roller blades, scooters, bicycles and/or motorized vehicles in the lake area	\$250	\$500
Using glassware in the lake area	\$250	\$500
<b>Wildlife Violations</b>		
Harassing wildlife	\$1000	\$1000
Injuring wildlife	\$1000	\$1000
Feeding wildlife	\$500	\$1000

<u>Violation</u>	<u>First Offense</u>	<u>Second &amp; On-Going Offense</u>
<b>Nuisance Violations</b>		
Causing a nuisance pursuant to the Association's governing documents	\$250	\$500
Other Health & Safety Violations	\$250	\$500
Failing to perform maintenance obligations pursuant to the Association's governing documents	\$250	\$500
Propping open or jumping over lake, pool and tennis court gates	\$250	\$500
Failing to stop at the guard station upon entering through the guest lane	\$250	\$500

17.10 General Violations Reference Chart. As described above, the Board may impose a Monetary Penalty for all General Violations in the amount of \$100 per violation. A new General Violation occurs every day that the General Violation remains unabated. The following is a non-exhaustive list of General Violations and their corresponding Monetary Penalties:

<u>Violation</u>	<u>First Offense</u>	<u>Second Offense</u>	<u>Third and On-Going Offense</u>
<b>Trashcan Violations</b>			
Failing to place trash cans out for pick-up on the day before or day of trash pick-up	\$50	\$100	\$100
Failing to remove and store trash cans on a lot in a manner which is reasonably	\$50	\$100	\$100

<u>Violation</u>	<u>First Offense</u>	<u>Second Offense</u>	<u>Third and On-Going Offense</u>
concealed from the street			
Failing to remove and store trash cans later than the evening on the day of trash pick-up	\$50	\$100	\$100
<b>Community Property Violations</b>			
Destruction or damage of Community Property	\$100 plus the cost of repairs.	\$100 plus the cost of repairs.	\$100 plus the cost of repairs.
<b>Architectural Violations</b>			
Failing to obtain approval from the Board for any external changes to a home	\$100	\$100	\$100
<b>All Other Violations</b>			
All other violations which are not a Health and Safety Violation	\$100	\$100	\$100

17.11 Warning Letter. The Board may, at its discretion, send a warning letter before delivering to an owner a Notice and Hearing.