

# Rules and Regulations



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# Rules and Regulations

## ARTICLE I – YOUR RESPONSIBILITY TO RULES AND REGULATIONS

### ARTICLE 1.01, DISCIPLINARY ACTION (Final Adoption 8/3/15)

#### 1.01 DISCIPLINARY ACTION

The Homeowner's Association Board of Directors may take disciplinary action against any resident or non-resident member of the homeowner's association, and/or any tenant, for breach of any Rules and Regulations, By-Laws, CC&Rs or Articles of Incorporation (i.e., the governing documents), as provided herein. At all times, the member (owner) is responsible for the actions of his or her tenants, as well as all guests, employees, invitees and other visitors of both the member (owner) and the tenant. For purposes of this section, the term "violations" includes any breach of the governing documents, including any failure to pay assessments and related charges (i.e., late fees, interest and collection charges) or monetary penalties.

After notice and hearing, disciplinary action authorized hereunder may consist of any of the following:

- a. A monetary penalty not to exceed \$100 for each infraction, which may be imposed one time, or on a reoccurring basis for ongoing violations;
- b. Suspension of the right to use any common area facilities (i.e., facilities owned, operated or managed by the Homeowners Association) for a period not to exceed thirty (30) days for any single violation, or longer period for ongoing violations;
- c. Suspension of tenant's and/or guest's rights to use common area facilities based upon member's violation; and
- d. Suspension of voting rights until violation has been cured or assessments and or monetary penalties have been brought current, as determined and confirmed by the Board of Directors.

#### 1.02 HEARINGS

Before any disciplinary action is taken, any member or tenant shall be entitled to a hearing before the Board of Directors or other persons designated by the Board of Directors. The hearing shall be held not less than fifteen (15) nor more than twenty (20) days after mailing, by first-class mail, the written notice of the nature of the violation, which notice shall also state the time and place of hearing. Any member or tenant shall have the right to appear at said hearing in person, by counsel, or both, and shall have the right to present evidence on his or her behalf orally or in writing.

#### 1.03 MONETARY PENALTIES

Failure to pay any monetary penalty within ten (10) days after imposition thereof shall constitute a separate offense.

#### 1.04 FEES INCURRED

In addition to the remedies specified in these Rules and Regulations, the By-Laws or CC&Rs, any member or tenant found to be in violation of these Rules, the By-Laws or CC&Rs shall be liable to the Association for any and all attorney fees and other costs incurred in enforcing these Rules and Regulations, the By-Laws, or CC&Rs of the Association.

#### 1.05 DELINQUENT FEES

Homeowner assessment fee is due the first of each month. A ten-percent (10%) or \$10 late fee (whichever is greater) shall be added if payment is received in the Association Office after the fifteenth of any month. A Late Notice will be mailed for all late payments. Accounts with a balance remaining after 30 days shall be charged interest at the rate of one percent (1%) per month.

Delinquent accounts shall receive one reminder notice from the Association. After 60 days, delinquent accounts will be turned over to the Association attorney for collection. At 90 days, a lien will be placed against the delinquent property. The Association will not commence foreclosure proceedings against the owner's residence unless the delinquent assessments equal or exceed \$1800 or the assessments are more than 12 months delinquent.

The Association may bring suit at law to enforce each such assessment obligation. Any judgment rendered in any such action shall include a sum for reasonable attorney's fees in such amount as the court may adjudge against the defaulting owner.

#### 1.06 REVISION OF RULES AND REGULATIONS

As stated in Article V, Paragraph 5.5, of the Declaration of Covenants, Conditions and Restrictions, these Rules and Regulations may be changed from time to time by the Board of Directors.

## ARTICLE II – SECURITY (GENERAL)

#### 2.01 VISITOR ACCESS

Only those persons properly identified to enter Leisure Village shall be allowed access. All others will be stopped at the Main Gate. The resident will be telephoned for approval to allow a visitor to enter. If a resident cannot be reached by telephone, the visitor shall be denied admittance.



**2.02 NOTIFICATION OF EXPECTED VISITORS**

Residents shall call the Main Gate to notify the officer on duty that guests or trades people are expected on that day.

**2.03 IDENTIFICATION**

Identification of Leisure Village residents

- a. All Leisure Village residents and employees shall properly identify themselves when requested to do so by an authorized Security Officer employed by Leisure Village.
- b. Requests for identification shall be made for security purposes only and when the Security Officer is acting in the course of his/her normal duties.

**2.04 RESTRICTED AREAS**

Residents shall not enter the maintenance yard, machine shop, mechanics' area, and adjacent employee occupied area except by invitation of staff.

**2.05 EMERGENCIES**

**In an emergency**, (medical, fire, accident and water) Security Officers will attempt normal entry to a home by knocking or ringing at the front door. If no response, Security will try opening the door with the master key. If access is unsuccessful, Security will stand by until emergency response units (police, fire, ambulance) arrive. The emergency response unit will perform the forced entry to the home.

**2.06 LOCK OUT**

When a resident is locked out of his/her residence and requests assistance of the Staff:

- a. The Security Department has the sole responsibility for responding to the "lock out" call.
- b. The fee schedule shall be established by the Board of Directors as stated in the Leisure Village Policy for "Lock Outs," dated October 7, 1996.

Fee is due and payable, by check, immediately after the service is performed. The check shall be made payable to the "Leisure Village Association, Inc."

**2.07 USE OF VOICE RECORDERS**

**To ensure accurate reporting of incidents**, Leisure Village Patrol Officers will carry voice-recording devices. Residents and guests may be vocally recorded while in the direct presence of any Leisure Village Patrol Officer.

**2.08 ANONYMOUS DOCUMENTS**

**No owner**, member or resident shall distribute or post any anonymous document within Leisure Village, and no owner, member or resident shall send any anonymous document via any means to any other owner, member or resident, or to any member of the Association's Board of

Directors or employed staff containing threats of physical violence, threatening language, slanderous and or defamatory remarks, etc. Violation of this rule will result in notification to the appropriate governmental authorities and will be subject to disciplinary action as outlined in Rule 1.01.

## ARTICLE III – VEHICLE REGISTRATION (ADOPTED 12/1/2014)

**3.01 DECAL**

Leisure Village vehicle decals are issued annually to a resident upon proof of ownership of a vehicle (registration) or to a resident upon proof that a lease on a vehicle is in the personal name of the owner.

- a. Decals will be issued to a resident upon submission of vehicle registration and valid driver's license to LVA Safety and Security Services. All renters with leases of one year or more shall be issued windshield decals after complying with the registration rules pertaining to the decaling of vehicles and with all other rules and regulations.
- b. All golf carts and low speed electric vehicles are required to be decaled when on LVA common areas including driveways and carports.

**3.02 REPLACEMENT VEHICLES**

When a vehicle owner changes or residency is terminated, Security shall remove all Leisure Village Association decals.

**3.03 RESIDENT PASS**

All vehicles not covered by the foregoing rules may be admitted to Leisure Village through a special Leisure Village resident's pass. This pass is to be reissued on an annual, renewable basis.

**3.04 GUEST PASS**

Annual guest passes for frequent visitors and/or relatives:

- a. Residents shall not provide annual guest passes to trades people, domestics, etc.
- b. Security may revoke any pass for any violation of the terms and conditions as written on the face of the application.
- c. Qualified Leisure Village residents desiring passes for their frequent guests shall submit a completed application form for an annual guest pass to any person in Safety and Security Services. Annual guest passes are available for pick up by the listed pass holder or issuing resident at the Main Gate.
- d. No more than three (3) outstanding, annual guest passes shall be issued per lot.



- e. A resident wishing to cancel an existing annual guest pass may obtain a replacement by turning in the canceled pass along with the required application form to Security. Replacements will not be issued unless the canceled pass is turned in.
- f. Annual guest passes must be visible and readable through the windshield at all times while the vehicle is in Leisure Village.
- g. Annual passes remain the property of Leisure Village Association and must be surrendered upon request of a Leisure Village Security officer.

### 3.05 SHORT TERM GUEST PASSES

Leisure Village Short Term Guest Passes carry the following conditions:

- a. The maximum time period of a short-term guest pass is two weeks.
- b. All short-term guest passes must be pre-approved by a Leisure Village resident host.
- c. The Chief of Security shall determine and adjust the pass procedure as needed to enhance security and efficiency.

### 3.06 CONTRACTOR PASSES-SUPERSEDED-SEE ARTICLE XXIII

## ARTICLE IV – MOTOR VEHICLE RULES AND REGULATIONS

### 4.01 INFORMATION

These rules and regulations are for the safe movement of all vehicles and pedestrian traffic on the streets and roadways of Leisure Village. Motor vehicle laws contained in the California Vehicle Code may be modified for Leisure Village. All persons driving a motor vehicle inside Leisure Village must have a valid driver's license in their possession.

### 4.02 RULES APPLICATION

All persons driving motor or other wheeled vehicles and bicycles are responsible for complying with these Rules and Regulations.

### 4.03 EMERGENCY VEHICLES

Right of Way

- a. Emergency vehicles (LV Patrol, fire department, ambulance and police) have the right of way over all other vehicles and persons.
- b. Emergency vehicles shall be identified by flashing lights – red, yellow, or blue as appropriate.

- c. Vehicles shall pull to the right of the roadway and remain stopped until emergency vehicles with flashing lights have passed.

### 4.04 RV PARKING (REFER TO ARTICLE VIII)

### 4.05 MAXIMUM SPEED

The maximum speed limits within Leisure Village are as follows:

- a. Residential areas within Leisure Village – 15 MPH.
- b. Leisure Village Drive, Leisure Village Drive East and West, and Mountain View Drive – 25 MPH.
- c. Lesser speeds as posted.
- d. All parking lots and RV lot–5 MPH.

### 4.06 PARKING (ADOPTED 12/1/2014)

- a. Parking of vehicles is not permitted on Leisure Village Drive, Leisure Village Drive East and West or Mountain View Drive except where overflow parking is needed.
- b. Right hand parallel parking (per California Vehicle Code 22502) is required in Leisure Village unless otherwise posted.
- c. Do not park in any manner that would obstruct traffic or street sweeping. Vehicles parked on Leisure Village streets that impede sweeping, on street sweeping day, shall be cited for a monetary penalty. Monetary penalty applies to each occurrence. The penalty amount will be established by the Board of Directors annually.
- d. Park within the confines of the painted white lines in parking areas.
- e. Do not park on sidewalks or landscaped areas.
- f. Do not park in any manner to obstruct access to mail boxes.
- g. Parking is not allowed in any manner to obstruct a public or private driveway by any type of vehicle, except that of marked official vehicles, a bus, or taxicab as a common carrier. Residents and their guests may stop to load or unload passengers and/or miscellaneous items in front of the resident's driveway, and the vehicle must then be moved onto a driveway or to an authorized curb area.
- h. The Administration Office and Recreation Center parking lots shall NOT be used for vehicle storage or overnight parking. Association Office parking is limited to only those conducting business at the office not for long-term parking. Exception: see Travel Club Parking Rule 9.20i.



Vehicles shall not park in the Recreation Center parking lots after 12:00 AM unless using the Fitness Center.

Vehicles shall not park in the Association Office parking lot when the office is closed.

i. Color Codes:

Red - no stopping or parking permitted.

Yellow - stopping only for loading or unloading freight or passengers.

Green - limited to two (2) hours only, unless otherwise designated.

White - parking area for buses only.

Blue - Parking is allowed only if car is equipped with a handicapped placard.

j. Repairs to vehicles at resident's home, other than minor repairs, are not permitted.

k. Anyone parking a vehicle in a Handicap Parking Space without fully displaying the required legal identification for permissible vehicles shall incur a monetary penalty for each such occurrence. Fine will be determined by the Board of Directors.

l. Guest and contractor owned pick-up trucks shall not be permitted to park overnight on any common area when carrying any form of payload that is visible to the public. This shall include, but is not limited to, tarp-covered payload or construction equipment. The exception is vehicles displaying a permit issued per Section 8.04.

m. All resident-owned vehicles parking in the Association Office or Recreation Center parking lots will be required to display an LVA issued decal per Section 3.01.

n. No abandoned, wrecked, dismantled, or inoperative vehicles may be parked on any LVA common area including driveways and carports.

o. All resident and guest-owned vehicles parked on LVA common areas, including driveways and carports, must display current vehicle registration (state license plate tabs).

p. No vehicle shall remain parked on any LVA street for more than a period of seventy-two consecutive hours. This section shall be considered violated if:

1. At the end of the seventy-two-hour period the vehicle is parked or left standing in the same place as it was in the beginning of such period and physical markings or other facts which indicate that the ve-

hicle has not been moved; or

2. If at the end of the seventy-two-hour period the vehicle has not been moved more than two-tenths of a mile. The determination of whether the vehicle has been moved more than two-tenths of a mile shall be based on physical markings, odometer readings or other facts.

#### 4.07 WRITTEN CONTROL WARNING

##### California Vehicle Code

a. Leisure Village Association has adopted the California Vehicle Code as the rules of the road for LVA. California Vehicle Code shall be the basis for warning violators of traffic offenses; however, the Association shall not be limited to the use of that code only. The Association may enforce other traffic rules as established by the Leisure Village Board of Directors.

b. The Chief of Security shall have all written traffic control warnings and citations recorded in the Security Office records.

c. Traffic citations shall be written for all violations of the California Motor Vehicle Code and the Leisure Village Association, Inc. Rules and Regulations relating to the Code, including but not limited to the following infractions:

1. Speeding in excess of posted limits.
2. Failure to come to a complete stop at all points and/or corners, so marked or posted with a stop sign.
3. Above violations apply equally to all vehicles, including but not limited to bicycles (either 2 or 3 wheels), mopeds, motorcycles, power golf carts, and commercial vehicles.

d. Disciplinary action on all violations of the traffic code shall be enforceable for a time period beginning with the initial infraction and henceforth for a 24-month period. A new 24-month period will begin with the date of the driver's first violation following the end of the previous 24-month period.

e. Monetary penalties covering power and non-power vehicles are determined by the Board of Directors and are listed on the Schedule of Monetary Penalties, which may be changed at any time by the Board of Directors.

f. There will be no deviation from Bicycle Rules and Regulations as listed under Article V of LVA Motor Vehicle Rules and Regulations currently in force, other than the monetary penalties as previously stated in this recommendation.



There will be no deviation from the standing rule that a host resident assumes responsibility for guests, employees or other service providers, when they violate Section 4.07 of the above Rules and Regulations.

#### **4.08 MOTOR VEHICLES (ADOPTED 5/4/2015)**

Motor Vehicle Definition:

Those defined in the California Vehicle Code, Section 415, including golf carts and vehicles not excluded by Section 4.08b.

- a. Motor vehicles shall not be driven on any of the Leisure Village sidewalks, paths, bicycle lanes or greenbelts.
- b. Motor vehicle does not include personal mobility scooters, motorized tri and quadricycles, and self-propelled wheelchairs if operated by a person who, by reason of physical disability, is otherwise unable to move about as a pedestrian. Golf carts are specifically excluded from this section.
- c. Vehicles and persons meeting Section 4.08b are permitted to operate on Leisure Village sidewalks, paved pathways, or bicycle lanes. For safety these vehicles shall not be operated on the lawn or other landscaped areas.
- d. No one under the age of sixteen shall operate any motorized vehicle in Leisure Village. (Revised 1/4/21)
- e. Motor vehicles and those vehicles covered under Section 4.08b operating on Leisure Village streets, pathways, and sidewalks between one half hour before sunset and one-half hour after sunrise shall be equipped with a lamp in front emitting a white light and red rear reflectors for safety. Additional lighting equipment for motor vehicles capable of being registered with the Department of Motor Vehicles will be required per the California Vehicle Code.

#### **4.09 PASSING (ADOPTED 5/4/2015)**

Passing on Leisure Village Drive and Mountain View Drive

- a. No vehicle shall pass to the right of another vehicle traveling in the same direction of travel while on Leisure Village streets.
- b. A vehicle may pass to the right of a stopped vehicle waiting to make a left-hand turn only if it is safe to do so.
- c. A vehicle may pass on the left if all of the following conditions are met: (1) the vehicle being passed is on the right side of the street and is going slower than 25 miles per hour; (2) the vehicle passing does not cross the double yellow line; and (3) the vehicle passing does not exceed 25 miles per hour.

#### **4.10 TOWING POLICY (ADOPTED 9/7/21)**

The decision to tow a vehicle is not taken lightly. Leisure Village staff will make every effort to contact the owner/operator in an attempt to get a vehicle moved prior to towing. There are, however, certain circumstances when towing will be justified without prior notice. Leisure Village Association reserves the right to tow any vehicle parked in violation of any of the rules and regulations, policies and/or the California Vehicle Code at the expense of the vehicle owner.

- a. Leisure Village may tow a vehicle if one of the following two occur:
  1. The vehicle must be moved immediately if it is blocking access to or prevents use of or inhibits operation of a facility, structure or activity, or it is causing damage or represents a safety hazard.
    2. a. The vehicle has an extended history of parking violations and ticketing has failed to resolve the problem and at least four violations have been issued within a year of the first violation, upon the fourth violation the violator will be scheduled a mandatory hearing before the Board of Directors or Executive Committee. This hearing will determine if the vehicle is to be towed, continue with monetary penalties or take another course of action.
    2. b. If the decision is made to tow the vehicle from Leisure Village, the Leisure Village Safety & Security Department will notify the owner, and if after 96 hours the vehicle is still in violation, Leisure Village or the Board of Directors may choose to have the vehicle towed. Refer to California Code 22658, Vehicle Removal from Private Property.
    2. c. In the event a vehicle is towed from Leisure Village, the Leisure Village Safety and Security Department will notify the Camarillo Police Department. The current towing contractor is Camarillo Towing, 372 Dawson Drive, Camarillo CA 93012.
 

Camarillo Police 805-388-5100 during business hours

Ventura County Sheriff 805-654-9511 after business hours

Camarillo Towing 805-388-1185
3. Leisure Village is not responsible for any damage to any towed vehicles. Owners and operators of towed vehicles are responsible for paying for all associated fees and parking violations.



## ARTICLE V – BICYCLE AND TRICYCLE RULES AND REGULATIONS (ADOPTED 5/4/2015)

### 5.01 BICYCLES AND TRICYCLES AS A VEHICLE

Every person riding a bicycle or tricycle on Leisure Village streets is subject to all the rules applicable to the driver of a vehicle.

### 5.02 EQUIPMENT

Every bicycle or tricycle operated on Leisure Village Streets, pathways, and sidewalks between one half hour before sunset and one-half hour after sunrise shall be equipped with both white and red reflectors. A lamp in the front emitting a white light is required for safety.

### 5.03 BIKE LANES

Every person operating a bicycle or tricycle on a roadway shall ride as near the right side of the roadway as practicable with the flow of traffic. Marked bike lanes shall be used where provided except when making left hand turns or it is unsafe to do so.

Two abreast or side-by-side riding of bicycles thereby crossing into the motor vehicle lanes is unsafe and not permitted.

### 5.04 HANDLEBAR RIDER PROHIBITED

A person operating a bicycle or tricycle shall not ride other than astride a permanent and regular seat. No person operating a bicycle or tricycle on the Village streets shall permit any person to ride on the handlebars.

### 5.05 WALKWAYS

Riding a bicycle, tricycle or operating a vehicle defined in Section 4.08b on walks is permitted; however, the rider must at all times watch for pedestrians and yield the right-of-way. Bike lanes should be used whenever possible.

### 5.06 STOP SIGNS

Persons riding bicycles or tricycles must observe stop signs.

### 5.07 SKATEBOARDS, NON-MOTORIZED SCOOTERS, ROLLER BLADES AND ROLLERSKATES

Skateboards, non-motorized scooters, roller blades, and roller skates are not allowed for use within Leisure Village.

### 5.08 USE OF BIKE LANES

Pedestrians, joggers, runners and those persons using wheelchairs are permitted to use the unobstructed sidewalks along Leisure Village and Mountain View Drives at all times. Vehicles defined in Section 4.08b may use bike lanes. Personal three-or-four wheel scooters are permitted to use the bike lane.

## ARTICLE VI – ALTERATIONS AND ADDITIONS TO HOMES

### 6.01 ARCHITECTURAL APPROVAL REQUIRED

Architectural Committee approval is required prior to making any exterior alterations or changes to structures or plantings on members' lots.

### 6.02 ARCHITECTURAL PERMIT APPLICATION

Residents must complete an Architectural Permit Application designating the firm to do the work, a representative of which is required to pick up the approved permit BEFORE work may be started. Complete construction detail shall be provided with permit application.

### 6.03 HOMEOWNER RESPONSIBILITY

Residents who make alterations and additions shall be responsible for all maintenance and repairs of the installation (CC&Rs Exterior Maintenance, Article IX, 9.2).

### 6.04 CORRECTIVE ACTION

If homeowners are notified of a violation due to inadequate maintenance of items under their responsibility, they will be in violation of Section 9.2 of the CC&Rs. If, after reasonable notice, the correction is not made, the Association will perform the work and seek to recover all costs.

### 6.05 CITY PERMITS (ADOPTED 1/6/20)

The City of Camarillo may require a building permit for specific alterations or additions made on a Leisure Village home. It is the responsibility of the owner of the lot to obtain all required City permits and abide by all applicable laws in connection to your lot.

### 6.06 INSPECTIONS

All exterior work will be subject to inspections by the Association. The homeowner will be held responsible for any deviations from the City of Camarillo building permit and/or the Association Architectural Permit, and any required corrections will be made at the homeowner's expense.

### 6.07 CLOTHESLINES

Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed, or maintained on any lot or common area.

### 6.08 ANTENNAS AND OTHER DEVICES

Installation of antennas and other devices by individual homeowners must have prior approval of the Architectural Committee. This Committee may impose restrictions, as provided by law, as conditions for granting approval.

### 6.09 PATIO COVERS AND ENCLOSURES

Use of patio covers and enclosures will be allowed as approved by the Architectural Committee.



**6.10 PAINTING LATTICE WORK**

Homeowners who have installed a lattice-type wood patio cover are responsible for painting such latticework when the wood trim of the home is painted. The homeowner may arrange for the Association to have the patio cover painted, and all costs for this shall be paid by the dwelling unit owner.

**6.11 REPAINTING AND REMOVAL OF DECORATIVE ITEMS**

When the Association repaints a home or the trim, the homeowner shall be responsible for removing all objects that would inhibit the painting work such as pots, vines, planter boxes, ornaments, etc. If homeowner does not remove these objects, the work will be done by the Association, and the dwelling unit owner shall be responsible for all additional costs for such work.

**6.12 CONSTRUCTION**

Construction on all approved Architectural Permits must start within sixty (60) days after date of approval or be subject to cancellation. Canceled permits must be resubmitted for approval before construction may commence.

**6.13 CONTRACTORS – SUPERSEDED 1/6/20 - SEE ARTICLE XXIII****6.14 PERMIT**

The Architectural Committee must approve all building modifications/additions as well as significant landscape plan alterations. These approvals will be controlled in the following manner. The committee will develop specification sheets for each topic and these will be approved by the entire committee. After approval, they will be forwarded to the Board of Directors for their review. The committee will then administer all Architectural Permit Applications per the approved specifications. Any application which is not covered by an existing specification will not be approved until an approved specification is in place.

**6.15 PATIO FENCES - (REMOVED 10/7/19)- SEE ARCHITECTURAL GUIDELINES****6.16 QUALIFICATIONS FOR OWNER-BUILDERS**

All owner-builders not performing the work themselves must follow all current Rules and Regulations as set forth by the government and Contractors' State License Board and must provide insurance per current Leisure Village requirements. The work site must be your principal residence that you have occupied for 12 months prior to completion of the work and the work must be performed prior to the sale of the home. All information may be obtained from the Architectural Committee or from the Association Office.

**6.17 FINES FOR PERMIT VIOLATIONS (ADOPTED 5/6/19)**

a. If any activity requiring an Architectural Permit is com-

menced without a permit a fine of \$100.00 per business day will be levied against the owner beginning with the day of notification for each day that work continues. All further work must cease until a permit has been issued.

- b. If any activity requiring a permit that is not completed by the time the permit expires a fine of \$100.00 per business day will be levied against the owner until completion.
- c. In addition to monetary fines the Board may impose additional sanctions on the owner and the contractor.
- d. During any construction activity requiring an Architectural Permit Application, the permit must be posted at the job site so it is clearly visible from the front of the house. Failure to post the permit may result in a fine of \$100.00 (Adopted 2/3/20)

**ARTICLE VII – LANDSCAPE CHANGES – (REMOVED-REFER TO RESIDENTIAL GUIDELINES)****ARTICLE VIII – RECREATION VEHICLE PARKING (ADOPTED 8/2/21)****8.01 DEFINITIONS – RECREATION VEHICLES/ OVERSIZED VEHICLES**

- a. Recreation vehicles include motor homes, campers, 5th wheel trailers, camp trailers, boat trailers, and pickup trucks with slide-in campers. Street parking permits are required for all of the above vehicles.
- b. An oversized vehicle means any vehicle which exceeds 25 feet in length, exceeds 80 inches in width, or exceeds 82 inches in height. Oversized vehicles do not include pickup trucks, which are less than 25 feet in length and 82 inches in height. The following vehicles do not require street parking permits:

Vehicles with commercial plates  
Full-size passenger and mini-vans  
Pick-up trucks in compliance with 4.06(l) and 4.06(m).

**8.02 PARKING REQUIREMENT IN RV LOT**

- a. Recreation vehicles shall be assigned an available space in the RV Lot and are required to park in that assigned space. If no spaces are available, recreation vehicle owners shall obtain parking outside of Leisure Village at the owner's expense.
- b. Resident shall furnish the following information annu-



ally to Security before being assigned a space in the RV Lot:

1. Current registration for the vehicle, as well as for any required tow vehicle. The registration for tow vehicles must bear the names of Leisure Village residents only.
  2. Trailer coaches, camp-trailers, boats on trailers, are permitted only upon proof of the resident's ownership of a tow vehicle.
  3. Proof of insurance with a minimum of public liability and property damage for all vehicles placed in the RV Lot. The insurance must show the names of Leisure Village residents.
  4. Valid California Driver's License showing a Leisure Village address for one of the residents.
- c. All resident vehicles parked in the RV Lot must be decalated by Leisure Village Safety and Security Services. No decal is to be issued to a vehicle, boat, etc., with a delinquent license. Residents will be required to provide LVA Security with valid and current registration, proof of insurance, and Driver License annually.
- d. A vehicle list for RV Lot parking shall be instituted and maintained by Safety and Security Services for use by LVA Board of Directors identification in case of an accident and/or to determine second vehicle removal. The vehicle list will include at least first and second vehicle information, vehicle space(s), admittance date of second vehicle, vehicle owner, vehicle length, and vehicle type. The list will identify all the items stored in the RV Lot and their ownership. Security will be responsible for removal of abandoned vehicles and storage sheds on an ongoing basis.
- e. All Leisure Village residences are permitted one, 72-hour, guest parking permit per month. Guest vehicles must be removed at the end of the 72-hour period and must be immediately if space is required for a Leisure Village resident. Temporary guest parking in the RV Lot requires proof of insurance, valid registration, and a valid driver's license.

### 8.03 RESIDENTIAL AREA LOADING/UNLOADING/PARKING

- a. No loading or unloading of vehicles defined in Section 8.01(a) and (b) in residential areas is permitted between 9 PM and 8 AM.
- b. Residential area parking, including driveways and carports, shall not start before 8 AM unless permitted per Section 8.03(c).
- c. In the case of overnight parking, an Overnight Parking

Permit must be obtained at the Main Gate for any vehicle defined in Section 8.01(a) and (b) for a maximum of 48 hours twice in any one (1) month. If additional overnight parking is requested, permits may be issued by Security on a case-by case basis. It is not necessary to bring your vehicle when requesting a parking permit. Permits must be displayed so as to be visible at all times while parked on Leisure Village streets.

- d. Overnight parking permits must be obtained for any vehicle (defined in Section 8.01 (a) and (b)) parking in residential areas, including driveways and carports, after 9 PM and before 8 AM.
- e. Vehicles parked in the residential area, per permit, shall be located so as not to interfere with ingress and egress to and from a neighbor's driveway and must not block access to the curbside mailboxes or refuse receptacles.
- f. Overnight parking permits will not be issued for buses, semi trucks, tractors, or semi trailers.

### 8.04 CONTRACTOR OVERNIGHT PARKING-SUPERSEDED-SEE ARTICLE XXIII

### 8.05 VANS FOR HANDICAPPED (REMOVED 1/5/2015)

### 8.06 VIOLATION OF OVERNIGHT PARKING- SUPERSEDED-SEE ARTICLE XXIII

### 8.07 OCCUPYING VEHICLE

No sleeping, living, camping, cooking, etc. is permitted ever in any recreation or commercial vehicle while parked on any common property, including driveways and carports, in Leisure Village.

### 8.08 NUMBER OF VEHICLES (RV LOT)

- a. Residents are permitted to store one (1) additional vehicle defined in Section 8.01(a) and (b) in the storage area as space is available.
- b. Residents wanting to store an additional vehicle in the RV Lot shall submit a written request to the LVA Safety and Security Services. The LVA Board of Directors will be responsible for a lottery selection for the removal of additional vehicles when space in the RV Lot is needed.
- c. No residence shall exceed a total or combined vehicle footage of 62 feet of stored vehicles in the RV Lot.
- d. Only permanent residents/permissible occupant/permanent occupant living in Leisure Village shall be entitled to a permanent space. Space number or location is not guaranteed and will be assigned based from availability and RV Lot needs. Permanent residents will be given priority.
- e. An owner leasing a home forfeits rights to a space in



the RV Lot and must remove any recreation and/or commercial vehicle from the RV Lot and return gate key, remote gate control device and decal.

- f. All recreation vehicle licenses and LVA issued decals must be current. After a license and/or decal have expired the registered owner will receive oral notice of such expiration, followed by a letter. If no reply occurs after (10) days from initial notice, the registered owner may be subject to a monetary penalty as described in Article 1 of the LVA Rules and Regulations.

### **8.09 HEAVY/PASSENGER VEHICLES (REMOVED 1/5/2015)**

#### **8.10 SECURITY – RV LOT**

- a. For security reasons, gates must be locked upon entering and leaving the RV Lot. Should either gate not close or appear to be closing automatically then Security is to be notified immediately via the front gate.
- b. **MAXIMUM SPEED** within the RV Lot is (5) miles per hour.
- c. The Association is not responsible for any damage or theft in the RV Lot. If damage or theft occurs, the vehicle owner shall call Security who will notify Camarillo Police Department.
- d. In the interest of security and safety, tanks, tarps and other appendages pertaining to the operation of the recreation vehicle must be stored in a locker to be furnished by the owner. The locker will not have a volume exceeding 36 cubic feet and will be located entirely within the assigned space. The locker will be painted and built to the specifications approved by LVA. Use of purchased lockers is permitted with LVA approval. Lockers must have the owner's first and last name permanently affixed to the outside. No hazardous materials or waste are permitted to be stored in lockers.
- e. Residents will be issued a remote gate control device to the RV Lot when assigned a space in the storage area for a recreation vehicle. Deposit is required for the remote-control devices.
- f. Tire protectors shall be properly attached to prevent removal by wind. When removed, the tire protectors will be properly stored.
- g. Residents are prohibited from duplicating the remote-control device to the RV Lot gate.
- h. Lost remote controls must be reported to Safety and Security Services immediately. A replacement fee for a lost remote device will be paid to the Association.
- i. No storage is allowed under or around vehicles parked

in the RV Lot. No trash will be allowed to accumulate around vehicles.

#### **8.11 NON-RESIDENT OWNED VEHICLES**

The Leisure Village Association Board reserves the right to authorize other than resident-owned RV's or commercial vehicles to park in the RV Lot.

#### **8.12 SERVICING**

Minor repairs, minor installations, and minor RV servicing in the RV Lot shall be permitted. No spray painting or power painting shall be done in the lot at any time.

#### **8.13 SUPERVISION/INSPECTION**

Inspection and reporting of the RV Lot shall be under the jurisdiction of the Safety and Security Services.

#### **8.14 PERSONAL VEHICLES**

Residents with permits to park recreation vehicles in the RV Lot may park their personal LVA decal vehicle in their assigned space while on vacation.

#### **8.15 MOVING VAN HOURS**

Moving vans transporting household goods into or out of Leisure Village may enter no earlier than 8 AM and must exit no later than 9 PM.

- a. Exception: Resident-owned or rented vehicles issued an Overnight Parking Permit per Section 8.03.

## **ARTICLE IX – RECREATION CENTER**

#### **9.01 NO SMOKING**

Smoking is not permitted within 25 feet of any building and is not allowed in the pool area and Farmer's Garden.

#### **9.02 REQUEST TO USE FACILITIES**

It is necessary to request use of the recreation facilities through the Recreation Office. Recreational facilities are primarily for the development of educational, social, cultural, and recreational programs. If there should be any doubt as to the nature or intent of a requested program, the Leisure Village Board of Directors reserves the right to review said request and may, in their judgment, cancel said reservation with notice.

#### **9.03 CLUB/ORGANIZATION**

Membership in any club, group, activity and/or organization using LV facilities will be restricted to Leisure Village residents. Any resident may hold office in said clubs, groups, or organizations.

#### **9.04 GAMES OF CHANCE**

No resident or club may conduct games of chance, which are in violation of the City of Camarillo or California State Penal Code, within the community facilities.

#### **9.05 NON-RESIDENT INSTRUCTORS**



Residents, clubs, groups, and activities applying for use of a recreation facility, for activities involving the services of outside instructors, must submit a request to the Education and Recreation Committee and receive approval from the Board of Directors.

#### 9.06 COMMERCIAL ENTERPRISES

Using the Recreation Center facilities for commercial or profit-making enterprises, merchandising, selling tickets, conducting games of chance, holding partisan political functions, charitable events, religious services, or functions where any admission or individual charge is made is prohibited unless permission is granted by the Board of Directors.

#### 9.07 ADVERTISING DISPLAYS

No retail, wholesale or discount vendor will be permitted to display products or advertising unless approved by the Board of Directors.

#### 9.08 EQUIPMENT USE

All equipment in the recreational hobby shops must be used in the craft rooms and cannot be loaned for use in homes or elsewhere.

#### 9.09 TOOLS

Machinery and some tools will be supplied in the craft shops, but all materials necessary for construction of a project will be furnished by the resident.

#### 9.10 CLUB RESERVATIONS

All clubs meeting on a regular basis must submit a reservation request for each recreation room to the Recreation Facilities Manager by April 1 of each year. At the same time, they must also submit the names of all officers, controlling committee members, updated membership roster, and the latest by-laws or description of how the group functions and a year-end financial statement.

- a. The rooms will be assigned as stated in 9.11 and at the discretion of the Recreation Facilities Manager.
- b. Approved clubs, groups and activities shall be allowed to schedule space once per week, unless approved by the Recreation Facilities Manager, with a maximum of four meeting times per week.
- c. Recreation Office shall provide confirmation of room assignments to approved clubs, groups, or activities for which such assignments were made for the year.
- d. Residents desiring use of recreational facilities for social functions on an individual or group basis must contact the Recreation Office for availability and scheduling. Village residents' block parties are not considered private parties.

#### 9.11 ROOM ASSIGNMENTS

Room assignments shall be made to better facilitate the needs of Leisure Village in the use of meeting rooms at the Recreation Center. The following order of priority shall be given for assignment of rooms:

- a. Official Board of Directors' business
- b. Standing committees
- c. Subcommittees
- d. Board approved clubs and groups
- e. Board approved activities
- f. Other activities or homeowner use

The following guidelines shall be used by the Recreation Facilities Manager in the assignment of rooms:

- a. Size of the organization will be taken into consideration when determining room assignment.
- b. Specific needs will be taken into consideration. Example: Use of specific equipment (movie screen, dance floor, keyboard) must be indicated at the time of the request.

Two working days prior to the scheduled event, no change in room assignment will be made unless both parties voluntarily agree. The Recreation Facilities Manager can make changes at any time. Final responsibility for the assignment of rooms rests with the Recreation Facilities Manager.

#### 9.12 USE OF COMMUNITY FACILITIES FOR FUNDRAISING

Use of community facilities is limited to Leisure Village residents and their guests.

- a. Advance approval for the use of facilities must be secured in writing from the General Manager or his designee.
- b. Proceeds from fundraising activities must be used solely to further the objectives of Association-approved organizations.
- c. Rules for ticket sales. The procedure for ticket sales by approved clubs, groups and activities sponsoring events open to all Leisure Village residents and utilizing Association facilities is as follows:
  1. Front row seats for on-site activities shall be made available to vision-impaired residents and one companion. After that time, those seats shall be available for general sale.
  2. One day before open sales, members of the spon-



soring organization and volunteers for that event may purchase up to two tickets per lot.

3. Dates of open sales to residents shall be announced in advance of the event. Residents may purchase two tickets per lot. These tickets shall be available on a "first come" basis. Single residents may purchase two tickets.
  4. No tickets shall be advertised or sold to non-residents. Residents may purchase tickets for non-resident family and friends, attending as their guests, only after all residents have had the opportunity to purchase tickets as described in #3 above.
  5. All residents shall have equal opportunity to participate in and enjoy Leisure Village open events.
- d. Private events using Association facilities must be sponsored by homeowners or approved organizations. These events require Board approval and payment to the Association of the Board-established fees applicable to the assigned facility.

Any variation from Rule 9.12 must have prior written approval from the Board of Directors.

### 9.13 SET-UP/CLEAN-UP FEES

The Leisure Village Association Board of Directors shall establish and publish periodically fee charges for room and facility rental, special set-up fees, and janitorial fees. Additional cleaning deposits may be requested for some special use activities.

- a. All fees and charges are set and evaluated periodically by the Board of Directors. Administrative employees then process room use applications and collect required fees.
- b. "Resident block parties" are not considered private parties and are excluded from fee charges.
- c. Only "permissible" residents may reserve rooms.
- d. Fees do not apply to LV approved clubs/groups or classes.
- e. The Facility Fee Schedule is available in the Recreation Office.
- f. If you go over your reserved end time you will be charged accordingly.
- g. Fee waiver, other than deposit, is available for (a) memorial for resident or recent former resident (within 3 years), (b) birthday/anniversary/retirement celebration for a current resident (subject to verification), (c) by prior approval of the Board of Directors or (d) by op-

eration of law.

- h. The Ojai and Ventura Rooms are not generally available to be reserved.

### 9.14 EQUIPMENT

Equipment of the Leisure Village Association, Inc. shall not be removed from the Association common property for any use.

### 9.15 LAPIDARY SHOP RULES

**Prior to using the Lapidary shop**, an individual must contact the sub-committee assigned to evaluate a person's physical ability and knowledge of the equipment in that facility. Classes may be available to facilitate the attainment of the necessary knowledge. Approval by the sub-committee will allow the Recreation Office to issue a key/combination to a user for a deposit. Each user must follow the rules and procedures as posted in the facility. Craft rooms may not be used by any non-resident or any unapproved resident.

### 9.16 CHECK-OUT REQUIREMENTS FOR WOODSHOP EQUIPMENT

- a. Purpose: to prevent injury to operators and to protect woodshop equipment from damage and excessive wear.
- b. Check out procedure for all equipment: The resident must answer questions concerning past experience with woodworking and shop equipment. The applicant must then demonstrate satisfactory skills and knowledge by actual use of each machine for which approval is desired under the supervision of an approved check-out person.
- c. Control procedure: A checkout verification notice will be issued to each applicant upon satisfactory completion of checkout on desired machine(s). The applicant may use only those machines indicated on this form. The Recreation Department shall issue the appropriate keys upon a \$2.00 deposit from each qualified applicant for access to the equipment and electrical control boxes. A list of qualified key holders will be maintained by the Recreation Department.
- d. Residential requirements: Only residents of Leisure Village may be approved for use of woodshop machines. No non-resident relative, associate, guest or acquaintance may use the machines, regardless of whether they are accompanied by a qualified resident.
- e. Upon observance of dangerous activity of any kind by a woodshop user, a Woodshop Committee member shall request that the activity be stopped immediately. Failure by the user to halt the dangerous activity will result in the shutdown of the shop power box and a request to Village Safety and Security Services to cause the re-



removal of the person(s) from the shop. Safety and Security Services shall forward the incident report to the General Manager who may recommend to the Board of Directors that appropriate disciplinary action be taken in accordance with Rules 1.01 through 1.04.

- f. Damage to any machine(s) or the woodshop facility caused by misuse or unacceptable activity or behavior by a user shall be repaired by the Association and billed to the user by the Association.
- g. Repeated violation of safe operating procedures and these rules shall be cause for suspension or cancellation of woodshop privileges.
- h. No hand tools may be removed from the woodshop.
- i. An individual's work shall be confined to one (1) bench only.
- j. Safety guards must be used on all power tools where provided and may not be removed or disabled.
- k. Loose clothing shall be tucked in, belted or removed when using power tools and equipment.
- l. An eye shield shall be used with all power tools and equipment.
- m. Tree stumps and limbs shall not be cut on power machines.
- n. Prior to machining all wood products shall be examined for metal components and scanned with the shop metal detector.
- o. The shop and all machines must be left in absolutely clean condition before leaving.
- p. Woodshop Committee members may ask for identification badge and may verify status of anyone found working in the woodshop.
- q. The Woodshop is closed to all but Woodshop Committee members during community service hours.
- r. Woodshop hours of operation are 8 AM to 10 PM daily and are subject to change at any time by the Board of Directors to accommodate the needs of the community.

#### 9.17 KITCHEN

The kitchen shall be kept locked at all times, except when in use by an authorized club/group/activity or organization that has made a reservation at least 24 hours in advance to use the key. A key will be checked out through the Recreation Office. Under no circumstances is the key to be given to any other person than the sponsoring resident.

Keys are to be returned in accordance with the Recreation Center Party Agreement form. The sponsoring resident will accept full responsibility for any missing items or damaged equipment and see that the kitchen is left in an acceptably clean condition.

#### Recreation Center Party Agreement

When serving food a cleaning deposit will be required for use of the kitchen facilities as well as the BBQ grill, surrounding areas, and meeting rooms. This deposit, established by the Board of Directors, will be required of all clubs/groups/activities, organizations and individuals. If the condition of the kitchen is not acceptable, an amount will be charged depending on the number of hours required by staff to return the kitchen to an acceptable condition. A fee may be charged for trash removal.

In the event a caterer or resident wishes to use their trailer-type or home BBQ for an affair, it must be placed in the parking lot, in the least obtrusive and safest area possible as determined by Security. Anyone parking a motor vehicle or trailer on any LVA walkway will be cited.

#### Weddings

The use of Leisure Village facilities for weddings is for LVA residents only, at no charge. Family members who wish to hold their wedding in Leisure Village must pay for the facilities. The facilities fee schedule is available at the recreation office.

#### 9.18 CERAMIC ROOM

Interested users may meet in the Ceramic Room on any Monday or Thursday at 9 AM to find others who can guide them in their area of interest, as several groups use the room. Each user must follow the rules and procedures as posted in the facility. Guests may not use the Ceramic Room.

The president of the Ceramics Club will provide the names of people qualified to use the kiln to the Recreation Center office who will prepare a list and post it.

#### 9.19 BILLIARD ROOM

- a. Food, refreshments, and beverages of any kind are not permitted in the Billiard Room.
- b. No activities other than billiards, darts and pool are permitted in the Billiard Room at any time.
- c. The Billiard Room will close at 11:55 PM. All players' vehicles must be removed from the Recreation Center parking lot by midnight.
- d. Guests under the age of 18 are restricted from the Billiard Room.

#### 9.20 TRAVEL COMMITTEE



- a. The Travel Committee shall conduct a non-profit program of travel which will include trips to a wide variety of educational and entertainment locations and events.
- b. No member of the Travel Committee shall profit from participation on the committee. Any member found in violation shall be immediately removed from the committee.
- c. No member of the Travel Committee shall take part in the arrangement of trips sponsored by Leisure Village clubs, groups, activities, or any other organizations that use Leisure Village facilities in the conduct of such trips.
- d. Only clubs, groups, or organizations approved by the Leisure Village Board of Directors are entitled to sponsor trips, but all such trips must be approved by the Travel Committee.
- e. To schedule trips properly, written notification using the prescribed forms must be submitted to the Travel Committee at least 60 days prior to trip departure.
- f. Any conflict regarding the date or time of scheduling trips shall be resolved by the Chairman of the Travel Committee.
- g. No bus or other transportation shall be permitted to enter Leisure Village unless a copy of an insurance endorsement with \$5,000,000, coverage of public liability, specifying the Leisure Village Association as a named co-insured and certificate holder, is filed with the Chairman of the Travel Committee and with the LVA Administration Office. No one shall be permitted to use any Leisure Village facility for loading or unloading passengers without full compliance with the above.
- h. When Leisure Village facilities are used by clubs, groups, activities or organizations, the Chairman of the Travel Committee shall approve the right to use such facilities, so long as sections (e), (f), and (g) are complied with.
- i. Day and/or overnight parking for trip participants is restricted to the Rec. Center east parking lot and to the parking spaces closest to Village 14.
- j. The Travel Committee shall have jurisdiction over all travel and trips for which transportation is provided by Leisure Village or when Leisure Village facilities are used.
- k. Only Board of Directors approved clubs, groups, activities or organizations may use Leisure Village facilities for advertising trips.
- l. The Travel Committee shall provide the Recreation Facilities Manager with a timely listing and schedule of all buses entering the Village.
- m. A two dollar (\$2) per person penalty is charged for each

cancellation before the "cancellation date." Cancellation after the "cancellation date" will require payment of all charges incurred unless the seat is resold.

### 9.21 RECREATION CENTER SECURITY

Facilities and rooms in the Recreation Center shall be locked nightly at 10 PM (except the Billiard Room, Tech Center, and Social Hall), unless an activity has been scheduled with the Recreation Office to extend beyond that hour. In that case, only the other rooms shall be closed and participants in the scheduled room may remain until the end of their activity. It shall be the responsibility of the sponsor of the event to call the Main Gate when the group is ready to leave, asking that an officer come and lock the room. Someone must be designated to remain until this has been accomplished. The Lapidary, Ceramic Room, and Woodshop shall be closed nightly at 10 PM.

### 9.22 USE OF RECREATION FACILITIES BY OUTSIDE ORGANIZATIONS

Officially approved clubs, organizations or groups may host outside clubs, organizations or groups to share the use of the recreation facilities of Leisure Village under controlled circumstances. The club will first submit a request to the Education and Recreation Committee for investigation and analysis. The recommendation of the Education and Recreation Committee will be sent to the Leisure Village Board of Directors for their action. A time and date shall be determined in advance of Board action so as to insure minimal interference with normal use of facilities. The use of our recreational facilities for such purpose shall be limited to not more than one user per year per club. The Leisure Village host club shall be responsible for invited clubs at all times while in Leisure Village.

### 9.23 (REMOVED)

### 9.24 ROOM SET UP

Room Set Up Sheets

- a. All room set up sheets shall be submitted in writing to the Recreation Office at least ten (10) working days prior to the activity.
- b. Clubs, groups, and activities shall identify all room set up and decorating time required on each reservation form. Set up and decorating time shall be assigned on a space available basis and to make maximum use of staff time. A new set up sheet is required for any changes in a room set up.

### 9.25 HOLIDAYS

All recreational facilities shall be open to residents on the following holidays: New Years Day, Presidents' Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas. There is no Recreation Staff on duty on these holidays.

### 9.26 FINANCIAL RECORDS (Adopted 7/1/2019)



### Financial Record Keeping, Reporting, and Review Procedure for Approved Clubs, Groups and Organizations.

- a. The following financial record keeping is established as a minimum requirement for all Leisure Village clubs, groups and organizations approved by the Board of Directors. All receipts shall be identified by source. All receipts shall be deposited intact in a bank or other financial institution. Clubs, groups or organizations with receipts of less than \$1000 in the preceding calendar or fiscal year are exempt from this requirement and the following subparagraph b. and c. All disbursements shall be made by check or from Petty Cash which is replenished by check as needed. A file of original documents shall be maintained to support disbursements.
- b. Calendar or fiscal year financial reports, including a reviewer's evaluation of receipts and/or expenditures exceeding \$100 or more shall be filed with the Recreation Facilities Manager by all clubs, groups and organizations in a timely manner, prior to making annual room reservations. If reports are not filed annual room reservations will not be granted. The year-end financial reports and applicable review reports shall be filed in the club's, group's or organization's Association records. Where receipts and/or expenses are less than \$100, the financial report must still be submitted and signed by the club, group or organization leader, but "Not Applicable" noted on the review report.
- c. Reviewers for each club, group and organization may consult with the Finance Committee for guidance on record keeping, reporting or examination procedures.
- d. The reviewer that shall be chosen by the club, group or organization shall not be an officer and shall not be a spouse or family member of the person signing.
- e. Completed packages shall be submitted in a timely manner to the Recreation Facilities Manager.

### 9.27 SEWING ROOM

#### Sewing Room Rules

- a. A training session is required to use the New Home machines.
- b. Cards will be issued to those who attend a training session and learn to operate the new machines.
- c. The card will entitle the person to a key. A deposit will be required to receive a key. Keys are issued in the Recreation Office.
- d. Keys will unlock the sewing equipment cupboard. Keys are not transferable. Keys must not be loaned to others.
- e. All equipment must be returned to the locked cup-

board.

- f. Leather, plastic, or vinyl material should not be sewn on these machines.
- g. All persons should purchase their own bobbins and needles. Only New Home bobbins can be used. Schmetz needles are recommended.
- h. The tension of the machines should not be changed.
- i. If the buttonhole gauge is used, the width must be kept at #4 only.
- j. When operating the machine, always turn the wheel toward you.
- k. Place your name on the sign-up sheet when you use the New Home machines. If the rules are not observed, disciplinary action could be taken.

### 9.28 (REMOVED)

### 9.29 RECREATION CENTER LIBRARY

#### Library Rules

- a. No activities other than reading, working puzzles, and quiet conversations are permitted in the library. No card playing or games of any kind are allowed in the Library.
- b. Food, refreshments, and beverages of any kind are not permitted in the Library.

### 9.30 RULES OF CONDUCT FOR BINGO

#### (ADOPTED 12/3/18)

#### Rules of Conduct for Bingo Games at Leisure Village Association

- a. The total value of prizes awarded to each individual during the conduct of any bingo game shall not exceed five hundred dollars (\$500) in cash or kind for each separate game which is held.
- b. All bingo games shall be open to the public.
- c. No person under the age of 18 years shall be allowed to participate in a bingo game.
- d. For a bingo to be recognized the caller must be made aware of the bingo.
- e. The last number called must be a part of the winning bingo.
- f. Persons with a winning bingo must inform the caller of said bingo prior to the game being closed or the next number ball being called. Failure to comply with this provision will result in non-payment to the person(s) holding said winning bingo.
- g. To enable all players to clearly hear the caller, quiet



during games is encouraged.

- h. The sale of bingo games shall commence at 4:45 PM and conclude at 5:45 PM. Persons not in line at 5:45 PM shall not be allowed to purchase bingo games for that evening.
- i. No person(s) who has not purchased a set of bingo games for that evening shall be allowed inside the bingo hall after 6:00 PM, with the exception of caregivers who are escorting their clients.
- j. The maximum capacity for bingo at Leisure Village shall not exceed two hundred (200).
- k. Seating is strictly on a first come, first serve basis. The saving of seats is expressly prohibited except for the seats of workers who are actively engaged in pre-bingo activities.

### 9.31 FAX POLICY

- a. Residents of Leisure Village may have the Recreation Staff, allowing for availability, fax papers for them at the following costs:  
Outgoing – \$1.50 first page.  
Outgoing – \$1 all other pages.  
Incoming – \$1 each page.
- b. The Recreation Office Administrative Assistant deposits money weekly to the Accounting Department, along with other monies collected by the Department, identified on a receipt by category, i.e. copies, fax, keys, etc.

### 9.32 FITNESS CENTER

#### (ADOPTED 1/4/16)

#### Fitness Center Rules

- a. A consultation with a Fitness Center Volunteer to show you how to operate the equipment is required to use the Fitness Center. Volunteers' names and phone numbers are available in the Recreation Center Office. A Fitness Center Use Agreement must be presented to the Fitness Center Volunteer prior to this session.
- b. Fitness Center Equipment Verification forms will be issued by the Fitness Center Volunteer after successful completion of the consultation. This form shows that a resident has demonstrated sufficient operational skills and knowledge of safety procedures on LVA Fitness Center Equipment and that he/she may operate the listed equipment without supervision. It is highly recommended that proper medical clearance be obtained before engaging in strenuous physical activity.
- c. Upon submission of the Fitness Center Equipment Verification Form and the Fitness Center Use Agreement, the resident shall pay a \$6.00 fee for a fob (key fob) for the Fitness Center at the Recreation Center Office. The resident's signature on the form ensures that he/she agrees NOT to open the door for other users or allow anyone else to use their fob.
- d. A guest may accompany a resident providing they are at least 18 years of age and have participated in a consultation with proper paper work filed with the Recreation Center Office. Guests must be accompanied by an owner of record or registered tenant at all times. Registered fob holders are responsible for the actions of their guests.
- e. It is the responsibility of the owner of record to notify the Association if they or their tenant moves so the fob(s) (key fob) issued to that unit may be de-activated. If you do not comply with this policy, you will be held responsible for any incidents that transpire using your assigned fob(s) (key fob).
- f. Use your fob for 24-hour a day access, keeping in mind that the "Buddy System" is a good idea. There is a red phone located by the closet door which rings directly to Security, to be used in an emergency.
- g. Wear only athletic shoes, shirts with sleeves and bring a towel to wipe down your equipment.
- h. Return all dumbbells, balls and mats to their proper places.
- i. No food or drink other than water.
- j. Limit the use of treadmills, ellipticals and bicycles to 20 minutes per person if others are waiting to use the equipment.
- k. To ensure the safety and security of the people and property at the Fitness Center follow all the rules. Registered fob (key fob) holders are responsible for the actions of their guests. Any violation may result in a fine being assessed or access being revoked for 30 days.
- l. A homeowner being delinquent in assessments may result in having the fob(s) (key fob) issued to that unit de-activated until their account is fully paid.
- m. No homeowner or registered tenant, under any circumstance, is to give or loan out their fob (key fob) to anyone. Any violation may result in a fine being assessed and access to the Fitness Center being revoked for 30 days.
- n. It is the homeowner/registered tenant's responsibility to ensure that any guest using the Fitness Center has signed the Association liability waiver and completed orientation. Failure to ensure this may result in a fine being assessed and access to the Fitness Center being revoked for a period of 30 days.



## HEATED SPA (ADOPTED 11/6/17)

### 10.00 AUTHORITY AT THE POOL

Residents and guests are expected to follow the directions of the Recreation Staff and Security Staff at all times. Failure to follow LV Rules & Regulations, posted guidelines, or directions of the Recreation Staff or Security Staff may result in the resident's (and guest's, if applicable) immediate expulsion from the gated pool/spa area. Other penalties may be imposed for repeat violations.

### 10.01 POOL USERS

Residents, registered as such with the Association, may use the pool facilities during open hours of operation. Guests may ONLY use the pool facilities when accompanied and escorted by their resident host. Resident hosts are responsible and liable for all actions of their guests and must be present at all times when their guests are using the facility. For guests under age eighteen (18) see 10.14.

### 10.02 SIGN IN

Residents must sign in and identify their guests by name upon entering the gated pool/spa area. All users of the pool/spa area must be on the sign-in list.

### 10.03 SHOWER PRIOR TO ENTERING

All individuals must shower at the swimming pool facilities prior to entering the pool or spa.

### 10.04 HOURS OF OPERATION

Normal hours of operation for the pool and spa are between 6 AM and 10 PM daily. However, the pool and spa are closed periodically for maintenance. These hours will be posted. Facilities may be closed during inclement weather (i.e., heavy rain, strong winds and thunder storms) or in any emergency.

### 10.05 SMOKING POLICY

No smoking is allowed in the gated pool/spa area. Smoking includes the use of electronic smoking devices.

### 10.06 LOCKERS

Lockers are available for daily use and on a first-come, first-serve basis only. Items, including locks, remaining after 10:00PM will be removed and the contents placed in Lost & Found.

### 10.07 COMMUNICABLE DISEASES

No person with signs or symptoms of communicable disease, colds, nasal discharge, cuts, bandages, skin eruptions, or similar infections shall be admitted into the pool or spa.

### 10.08 RESERVED

### 10.09 ELECTRONIC DEVICES

Except when used by authorized personnel, use of any

sound emitting devices (i.e. radios, computers, iPads, phones, and similar devices) within the gated pool/spa area requires that speakers and sound be turned off and used with a headset.

### 10.10 RESERVED

### 10.11 REFRESHMENTS/FOOD

No food, refreshments, or beverages of any kind, except water in a plastic water bottle, are permitted in the gated pool/spa area.

### 10.12 RUNNING/ROWDINESS

No diving or jumping into the pool. No running, playing tag, or rough-housing within the gated pool/spa area.

### 10.13 BATHING ATTIRE

Incontinent or diaper wearing persons must wear swim diapers when using the pool or spa. No nudity allowed anytime. Those attired in bathing suits shall not enter the Recreation Center.

### 10.14 PERSONS UNDER EIGHTEEN (18) POOL HOURS (ADOPTED 10/1/18)

Persons under age five (5) are not allowed in the pool or within the gated pool/spa area at any time. If a child appears to be younger than five (5) years of age, proof of age may be required. Persons five (5) to seventeen (17) years of age are permitted in the pool and in the gated pool area only between the hours of 12 noon and 2:00 PM and only when accompanied by their registered, resident host. All persons under age eighteen (18) are required to leave the gated pool/spa area by 2 PM. NON-SWIMMERS: Parent and/or responsible resident must be in the water assisting and within one arm's length of each non-swimmer. SWIMMERS: Parent and/or responsible resident must be close at hand and actively and visually supervising persons less than age eighteen (18) at all times.

### 10.15 PERSONS UNDER FOURTEEN (14) SPA HOURS (ADOPTED 2/5/18 TO COMPLY WITH STATE LAW)

Persons under fourteen (14) years of age are not allowed in the spa or spa area at any time. Guests fourteen (14) and older must be accompanied by their resident host.

### 10.16 FLOATATION DEVICES

Floatation devices, such as noodles, aqua-belts, kick boards, and Coast Guard approved life jackets may be used by adults. Only Coast Guard approved puddle jumpers and life jackets or swimsuits with floatation pads inserted inside the suit may be used by persons under age eighteen (18). No inflatable devices, rafts, chairs, or rings are allowed in the pool and should not be brought into the gate pool area. Under no circumstances are water wings permitted.

### 10.17 USING THE POOL LIFT

The pool lift is available daily during operating hours. How-



ever, all persons operating the pool lift must be trained by the Recreation Staff. Non-swimmers using the pool lift must wear their own personal life preservers when in the pool. All users and attendants must sign in. To use the pool lift, follow these steps:

- a. User (non-swimmer): Put on life jacket.
- b. User: Sit in chair and hold onto the seat with both hands, if possible.
- c. Attendant: Use the lever to lower the chair into the water.
- d. User: Slowly lean forward and edge self off chair.
- e. Attendant: Use the lever to raise the chair when the user is clear of the area.

When user is ready to exit the pool, lower the chair to assist in the process.

#### **10.18 PETS**

Animals shall not be permitted in the pool or pool area per Health and Safety Code, except as provided for by law.

## **ARTICLE XI – GOLF COURSE (ADOPTED 4/1/19)**

#### **11.01 START OF PLAY**

Play may start on either #1 tee or #10 tee. Golfers starting on #10 tee shall give preference to golfers having completed holes 1 through 9. In all other cases, the automatic ball starters control starting positions. Play may start no earlier than 8 AM.

#### **11.02 OPEN PLAY**

Not more than foursomes permitted for open play.

#### **11.03 SHOES**

Spiked or flat-soled shoes are required; no heels.

#### **11.04 GREEN REPAIR**

Replace all divots, smooth out traps, and repair ball marks on the greens.

#### **11.05 DAMAGED HOMES/ PERSONAL PROPERTY**

All golf players (residents and/or guests) are personally responsible for any damage done to a home or personal property. If a player causes any such damage, he/she is required to notify the homeowner as soon as possible to arrange for necessary repairs.

#### **11.06 SLOW PLAYERS**

Slow players must let faster players pass through. Courtesy should always prevail.

#### **11.07 TEE OFF**

Do not tee off until green is clear. All tee shots must be

made from the area indicated by the tee markers.

#### **11.08 CARTS/GOLF BAG ON GREENS**

No carts or golf bags are to be taken onto the green.

#### **11.09 OFFICIAL TOURNAMENTS**

Whenever an official tournament is scheduled, the course is reserved exclusively for tournament participants.

#### **11.10 COURSE CLOSURES (ADOPTED 4/1/2019)**

The Maintenance Supervisor shall control the daily opening and closing of the golf course. The course shall be closed for maintenance purposes as follows; Holes 1-9 until 10:30 AM on Thursdays. Holes 10-18 until 10:30 AM on Fridays.

#### **11.11 SHARING CLUBS**

Each player must have his/her own clubs. Sharing one bag of clubs is not permitted.

#### **11.12 ATTIRE**

Only conventionally appropriate clothing shall be worn on the course. Exposing the upper part of the body is prohibited.

#### **11.13 MOTORIZED GOLF CARTS (ADOPTED 4/1/2019)**

Motorized riding golf carts are not allowed on the course except as specifically authorized by the Association as reasonable accommodations for persons with disabilities. The Administration Office has details.

#### **11.14 ACCESS TO TEE**

Access from #9 green to #10 tee, or from #18 green to #1 tee shall be along designated routes. As a safety precaution, do not cross the #1 fairway to reach the #10 tee.

#### **11.15 MEN'S PLAY DAY**

With the exception of the holidays noted in Section 9.25 of the Rules and Regulations, Men's Play Day is on Tuesday from 8 AM to 1 PM.

#### **11.16 WOMEN'S PLAY DAY**

With the exception of the holidays noted in Section 9.25 of the Rules & Regulations, Women's Play Day is on Wednesday from 8 AM to 1 PM.

#### **11.17 RESERVED**

#### **11.18 MINORS (ADOPTED 4/1/2019)**

Guests MUST be accompanied by resident host at all times. Persons under fourteen (14) years of age are not permitted on the golf course.

#### **11.19 CLUB RESPONSIBILITY**

The Men's and Women's Golf Clubs are responsible for reporting rule violations to the Recreation Facilities Manager.

## **ARTICLE XII – SHUFFLEBOARD, BOCCE,**



## AND HORSESHOE COURTS

### 12.01 SHUFFLEBOARD COURTS

#### Shuffleboard Court Rules

- a. Do not walk on the courts.
- b. Spray bottom of discs with Silicon spray before starting to play.
- c. Use rubber end of cue when removing disc at completion of each half round.
- d. Do not lean on cues.
- e. At completion of play, replace equipment in appropriate racks in storage compartment and clean the scoreboard.
- f. No bathing attire permitted in area.
- g. Players wear tennis, deck, or crepe-soled shoes.
- h. Playing time is from 8 AM to 10 PM only.
- i. Guests must be with resident host at all times.

### 12.02 BOCCE COURTS

#### Bocce Court Rules

- a. Players must wear tennis or flat-soled shoes.
- b. Smooth out courts with rug (located in the supply box) after play is completed.
- c. If residents are waiting, courts must be open to four (4) players.
- d. Do not play if courts are wet.
- e. Use of bocce courts may start no earlier than 8 AM.

### 12.03 HORSESHOE COURT RULES

**Horseshoe Court play shall start no earlier than 8 AM.**

## ARTICLE XIII – TENNIS AND PADDLE TENNIS COURTS (ADOPTED 3/2/2015)

### 13.01 TENNIS & PADDLE TENNIS ATTIRE

- a. Rubber-soled tennis shoes must be worn. Shoes which mark up the court are prohibited.
- b. Tennis clothing is preferred. Players must wear shirts.

### 13.02 COURT RULES

- a. Warm-up period shall be limited to three minutes when players are waiting.
- b. Doubles play shall have precedence over singles when

players are waiting. Singles players may have ten minutes for rallying or completing a set.

- c. When players are waiting only one set may be played. If the score is tied after ten games, a tiebreaker consisting of the best five out of nine points should be played. The first team or person to get five points wins the game. In doubles, when a game is tied 3-3, the receiving team shall designate which player is to receive the serve.
- d. If more than four players are waiting the court must be released after one set.
- e. If fewer than four players are waiting, the players coming off the court shall match to see which players will stay on for the next set.
- f. Do not enter courts while ball is in play.
- g. Guests may be permitted to play but must be at least 14 years of age and accompanied at all times by a registered host.
- h. Use of courts may not start earlier than 8 AM.
- i. Players must remain waiting on court once they have placed their name on the waiting list or forfeit their turn to play.
- j. Pets are not allowed on courts. Skating is not permitted.

### 13.03 RESERVED USAGE

The Racquet Club may reserve tennis or paddle tennis courts for activities and special events by placing a notice on the court bulletin board listing days and times reserved at least three days prior to the event or activity.

### 13.04 RESERVED USE OF COURTS

The Racquet Club Board shall have the responsibility to reserve weekly days and times for various groups and playing levels such as Pickleball, Round Robin, intermediate and advanced play. The Racquet Club Board will post these days/times on the court bulletin board. The Racquet Club Board shall have the ability to alter this schedule as needs of the Leisure Village community change.

### 13.05 TENNIS COURT RESERVATIONS – CLUB RESPONSIBILITY

The Racquet Club is responsible for monitoring the preceding rules and reporting violations to the Recreation Facilities Manager.

### 13.06 PRIVATE RESERVATIONS

Player shall have the right to prearrange closed matches during open time.

## ARTICLE XIV – FARMER'S



## GARDENS (ADOPTED 5/2/16)

### 14.01 START OF WORK

Work on gardens must begin within one (1) month of assignment of a garden patch, unless the assignee has been prevented from starting work due to reasons such as illness, travel, etc.

### 14.02 PRIMARY PURPOSE/VEGETABLES

Garden patches are primarily for growing of vegetables and herbs. Certain types of flowers may be allowed for pest control. No planting activities are permitted that would interfere with neighboring patches and farmers.

### 14.03 FRUIT TREES/VINES

No fruit trees or climbing fruit vines shall be planted. "Fruit Vine" shall not apply to planting of vegetables that grow as vines.

### 14.04 STRUCTURES

No structures are allowed that would interfere with neighboring patches and farmers. No plantings are permitted outside the designated garden patches.

### 14.05 GARDEN PATCH AVAILABILITY

Garden patches are assigned on a space availability basis only. An up-to-date list of those presently using garden patches and the date on which they were assigned will be kept current and on file in the Recreation Center.

### 14.06 WAITING LIST

The Recreation Office will maintain an up-to-date list of those waiting for a garden patch and the date on which their request was filed. Garden patches will be assigned by a person identified by the Recreation Office as patches become available.

### 14.07 RENEWAL

Residents are given the option to renew or relinquish their assigned patch every year.

### 14.08 RELINQUISH

If a resident chooses to relinquish an assigned garden patch, those persons whose names are on the waiting list shall be assigned patches in the order of the date of the filed request.

### 14.09 LIMITED NUMBER

Gardens are limited to one garden patch per residence.

### 14.10 INSECTICIDES AND HERBICIDES

Although discouraged, when any form of insecticide or herbicide is used, care must be taken that the insecticide or herbicide does not drift onto adjoining gardens. We encourage the use of organic products. Visit the website OMRI.com or a list of materials is available in the Recreation Office.

### 14.11 GARDEN MAINTENANCE

Holders of garden patches are required to keep their patches and surrounding walkways free of all weeds and overgrowth. If a garden patch holder neglects to maintain the garden in an acceptable manner, the holder will lose the right to said garden patch. If a garden patch holder is unable to maintain their patch due to illness or vacation, a designated assignee may temporarily work the garden on behalf of the holder and must be identified to the Recreation Facilities Manager.

### 14.12 GUIDELINES FOR RAISED PLANTER BEDS IN THE FARMER'S GARDENS

The same material, brown-toned wood, treated but safe for growing vegetables is to be used for raised beds.

Flat metal stakes must be used to attach the wood for raising the beds. A bed drawing is available in the Recreation Office.

Wood trellises, no higher than four feet, or tomato cages for climbing vines may be used. Chicken wire is not allowed.

Any changes to your basic bed must be approved by the Recreation Office.

A \$75 deposit will be required prior to any alterations. The deposit will be returned upon removal of the alterations and providing no damage has occurred to the base planting bed.

## ARTICLE XV – GUESTS OF RESIDENTS

### 15.01 RESIDENT PRIORITY

Residents shall have priority over guests in use of recreational facilities.

### 15.02 USE OF COMMUNITY FACILITIES BY GUESTS

#### Use of Facilities

Recreation Facilities are available to residents and their guests without a restriction in number, within reason. Good judgment and discretion by all are imperative! Residents will be expected to follow the direction of the Security Staff at all times. If you are expecting an inordinate number of guests, please secure a guest pass for the specific facility through the Recreation Office during the week or Security on the weekends.

Guest must be accompanied by a resident host when attending or participating in any and all community facilities and activities.

## ARTICLE XVI – PETS



**16.01 REMOVED (05/02/2016)****16.02 LEASH REGULATION  
(ADOPTED 1/7/19)**

All domestic animals must be on leashes and under control at all times when out of doors. Handlers shall shorten their manual leashes or reel in their retractable leash so that the animal is under strict control when passing other walkers.

Definition of Under Control. Anyone walking an animal in the presence of another person, or at an intersection, or while crossing the street, must keep the animal directly at their side (if it is a miniature, can be held in their arms).

**16.03 SANITARY PRACTICES**

Pet owners must comply with all sanitary practices and control their pets so pets do not destroy, ruin, or otherwise damage lawns, planted areas, trees, or other properties.

**16.04 PET EXCREMENT (ADOPTED 12/7/20)**

Owners are responsible for picking up after their own pets. The closed container must then be deposited in the resident's own trash receptacle. Failure to pick up pet excrement shall result in a monetary penalty.

**16.05 LITTER DISPOSAL**

Never leave paper towels, napkins, tissues, other material, or droppings. Trash must be deposited in appropriate containers. Do not litter.

**16.06 NOISE FACTOR**

To eliminate a possible noise factor, do not leave pets alone for long periods. This rule also applies to pets in locked cars.

**16.07 VICIOUS PETS**

Vicious pets that attack other pets or humans shall not be permitted to live in Leisure Village. In addition to a monetary penalty, owners of pets whose pet bites someone or other animals, shall be required to attend a Board hearing to determine appropriate action.

**16.08 WHERE PETS ARE ALLOWED TO WALK  
(ADOPTED 12/7/20)**

Pets are allowed to walk wherever residents walk (except in posted areas, swimming pool, clubhouse, golf course, tennis and paddle tennis courts, etc.).

**16.09 LIMIT IN NUMBER**

The number of uncaged pets shall be limited to two (2) per home.

**ARTICLE XVII – EMPLOYMENT****17.02 BUSINESSES**

No resident shall conduct a business, promote a service or a product, and/or be paid for a service not related to the homeowner's association in any of the community facilities.

**17.03 INSTRUCTORS**

Only non-residents shall be employed with pay for instruction classes sponsored by Leisure Village Association, Inc. Classes under Adult Education may use qualified residents.

**17.04 VOLUNTEERS**

Resident volunteers may be used for minor maintenance repairs or renovation projects on Association common property.

**17.05 PROCEDURE**

The following procedure will be followed when using volunteer labor:

- a. Projects must have prior approval by the Board of Directors. A recommendation form describing the project, projected number of man hours to complete the work, chairman, start date, volunteer workers (if known), tools or equipment to be used, and estimated time to complete project shall be submitted to the Board.
- b. After approval, a time sheet must be maintained for each volunteer worker.

**ARTICLE XVIII – LEASING YOUR HOME****18.01 LEASE FORM**

No unit shall be used for anything other than residential purposes. No part of any unit shall be used or caused to be used or allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes. The lease form shall prohibit assignment or subletting without consent of Board of Directors.

**18.03 FINANCIAL OBLIGATIONS OF OWNER**

Owners shall continue to be liable for all financial obligations to the homeowner's association, i.e., monthly Association fees, etc. The obligation to pay assessments by the Owner shall not be affected or limited in any way by any tenancy or contractual relationship entered into by the Owner.

**18.04 REVIEW OF LEASE**

All leases or rental agreements shall be in writing. Any lease or rental agreement shall include the following language: "The terms of this agreement are subject in all respects to the provisions of the Leisure Village Declaration of Covenants, Conditions, and Restrictions, Articles of Incorporation, By-Laws, and governing Rules & Regulations. The undersigned, as Lessee or Tenant, acknowledges receipt of copies of each and every one of the documents listed herein above, covenants that he/she will comply with the terms of all such documents and submits to and subjects



him/herself to the authority of the Association in the event that any action is necessary to enforce any provision of such documents. Any failure by the Lessee to comply with the terms of such documents shall be a default under the lease.”

#### **18.05 VALIDITY**

No tenancy is valid until the Association receives a copy of a written lease containing the provisions in Subsection 18.04 set forth above, and a fully completed form “Leasing Leisure Village Property.”

#### **18.06 USE OF COMMUNITY FACILITIES**

All owners renting their home waive all rights to use the community facilities during the terms of any lease. No tenant shall have the right to use any community facility unless and until Subsections 18.04 and 18.05 have been fully complied with.

#### **18.07 LEASE SERVICE CHARGE**

A service charge as determined by the Board of Directors is required each time a lease is established or renewed. This service charge shall be paid by the owner and shall accompany the form “Leasing Leisure Village Property” and the written lease form.

#### **18.08 EVICTION**

Owner shall evict a tenant upon demand by the Association for any repeated infractions by the renter. The Association may also enforce the provisions of this section by seeking appropriate injunctive relief against any non-complying owner or tenant in a court of competent jurisdiction. The prevailing party in any such action shall be entitled to an award of attorney fees and costs.

#### **18.09 LEASE TERM (ADOPTED 1/3/22)**

- (a) The residences shall not be rented by the owner, or their representative, for a period of less than 30 days.
- (b) Leisure Village Association has established a 25% rental cap. If that rental cap has been met you will have to add your name to the Association’s waiting list before you can rent out your unit.

#### **18.10 RENTAL CAP WAITING LIST RULES & PROCEDURES (Effective January 3, 2022)**

The following procedures apply once the total number of rental units at a given time in the Association reaches twenty-five percent (25%). For purposes of this section, a lot shall be considered a “rental” whenever it is occupied by one or more persons but does not include the owner or the owner’s immediate family members (i.e., persons related to the owner by marriage, domestic partnership, or direct lineal relationship such as parents, children, grandchildren and grandparents), with or without payment of rent or other consideration to the owner.

**REMINDER:** As addressed in Section C below, the rental cap will not apply to prevent any owners who were on title before the 25% was imposed on January 3, 2022, to rent

those lots. Those rentals will be used to calculate the total number of rentals at a given time in the community but owners on title prior to the imposition of the cap will not be prohibited from engaging in rentals as a result of the cap. The 25% cap will apply to all owners on title to lots after January 3, 2022.

- A. **Waiting List.** Once twenty-five percent (25%) of the lots become rentals, the Board shall establish a waiting list to permit other owners who have a genuine intent to rent their lots to have the opportunity to do so, who shall be entitled to priority on a first-come, first-served basis. Once any rental lot ceases to be a rental as provided herein, the owner entitled to priority on the waiting list shall be permitted to rent his or her lot, unless the owner having such priority is not ready, willing or able to do so at that time, in the reasonable judgment of the Board, in which case the owner may remain on the waiting list but shall lose priority over any other owners on the waiting list at that time.
- B. **Terminating Rental Lot Status.** A rental shall not lose its status as a rental solely by virtue of the fact that a particular tenancy terminates, and any owner who leases his or her lot in compliance with the governing documents may continue to lease the rental, unless and until any of the following events occurs:
  - (1) The owner sells or otherwise transfers title to the lot, except for transfers allowed by Civil Code Section 4740;
  - (2) The owner, or his or her immediate family member(s), resume occupancy of the lot, or
  - (3) Upon the expiration of one (1) year following the termination of a rental tenancy, unless (a) the owner has re-let the lot within that period, (b) no other owners are currently on any waiting list to lease before such time as the owner is able to secure a new tenant, or (c) the owner was unable to re-let the rental by circumstances beyond his or her control, expresses a genuine intent to continue leasing the lot, and the Board grants an exception as described below.
- C. **Exemptions and Exceptions.** Any owner whose title predates the date of recording of this provision shall be exempt from compliance with any provisions hereof that prohibit rental of his or her lot.

Furthermore, the Board may, in its sole and reasonable discretion, allow exceptions to any requirement(s) of this section based upon death, illness, or dire emergency rendering an owner unable to occupy his or her lot, or in order to overcome practical difficulties, avoid unnecessary expense or prevent unnecessary hardships. Any request for such an exception shall be in writing, and shall include all relevant explanation and/or documentation of the circumstances supporting the request. The Board shall follow



the procedures for notice and hearing described in Civil Code Section 5855 or any comparable or superseding law, when considering the request. Any decision on such a request shall be documented in writing, either in the minutes of a meeting or by formal resolution. If the Board does not respond in writing within sixty (60) days of any such request, the request shall be deemed denied. If the Board grants such an exception, no violation of the governing documents shall be deemed to have occurred, but no exception to any particular requirement hereof shall not be deemed to waive any of the remaining terms hereof.

## ARTICLE XIX – GENERAL

### 19.01 SPECIAL EVENT FEES

The Board of Directors shall have the right to charge reasonable admission and other fees for special events not provided for in the monthly Association assessment.

### 19.02 NUISANCE

No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot or common area. No odors shall be permitted to arise there from, so as to render any such property or portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof, or to its occupants. No nuisance shall be permitted to exist or operate upon any such property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, shall be located, used, or placed on any such property.

### 19.03 TRASH (Adopted 1/4/21)

No garbage, trash, or recyclable material shall be placed or kept on any lot or common area except as designated by the Board of Directors. Materials for recyclable pickup or garbage and trash pickup shall not be set out before 4 PM the day before the regularly scheduled pickup days. Containers (empty or still full) may not stay out later than 8 PM the day of pickup. When the gardening crews are in your Village with the large dumpsters you may place your green waste – green waste only – in the dumpster.

### 19.04 MINERAL RIGHTS

No lot or common area shall be used in any manner to explore for or to remove any water, oil, other hydrocarbons, minerals, gravel, earth, or any earth substance of any kind.

### 19.05 CARPORT/PATIO INTERIOR

The interiors of all carports and patios shall be maintained by their owners in a neat, clean, and attractive condition. No carports or patios shall be used for storage, except within closed lockers, as approved. No power equipment, hobby shops, or carpenter shops shall be maintained in any carport, and no automobile overhaul or maintenance

work shall be permitted therein. Recreation and commercial vehicles (as defined in Article 8.01) are permitted to park in a carport only with a temporary RV parking permit.

### 19.06 ITEMS ON LAWN/COMMON AREA

No items shall be placed on the lawn or common area without approval of the Board of Directors.

### 19.07 SOLICITATION/ ADVERTISING AND SIGNS

Solicitation

- a. All principals or agents of commercial businesses for goods or services, whether for profit or non-profit, may not solicit in Leisure Village except through customarily-approved media, such as the United States mail, newspaper advertising, etc. Additionally, "in person" solicitation is prohibited except upon specific invitation by each individual resident visited. Papers, flyers or written/printed material of any kind may not be left at any residence if not ordered by or personally accepted by the occupant.
- b. Leisure Village clubs, groups, activities, and petitioners of all kinds, whether political, religious, charitable, Leisure Village employees or representatives of Leisure Village employees may not leave written/printed materials of any kind in or about or attached to the home, driveway, mail box or any vehicle. Written material may only be left at a residence if requested or personally accepted by the resident.

Failure to comply with these regulations will result in fines or legal action or both, at the discretion of the Board of Directors.

### 19.08 ADVERTISING

No owner of a unit shall post or permit to be posted on any part of the common elements any advertisements or poster of any kind unless expressly authorized to do so by the Board of Directors.

### 19.09 ADDITIONAL OCCUPANT FEE

The monthly Association fee, as established, is for one occupant per dwelling unit. In dwelling units where more than one person resides, there shall be an additional fee of \$10 each per month per person for each additional person dwelling in that unit.

### 19.10 BASE FEE

The monthly Association fee for all dwelling units shall be the basic fee, plus extra person fee. The homeowner shall notify the Association Office, in writing, whenever a change occurs in the number of persons occupying a dwelling unit. Homeowners shall be responsible for paying the fee for all persons living in the dwelling unit.

### 19.11 FEE/VACATED HOME

A resident-owned vacated home, up for sale, shall pay only the base rate on the monthly Association fee. The base



rate shall be defined to infer that the home is occupied by only one individual.

### 19.12 REVISION OF RULES AND REGULATIONS

Per Article III, Paragraph 3.5, Item (f) of the Declaration of Covenants, Conditions and Restrictions, these Rules and Regulations may be changed from time to time by the Board of Directors.

### 19.13 SIGNS (ADOPTED 8/6/18)

- a. The posting of noncommercial signs, posters, flags or banners on a member's private property, exclusive use property, or red-staked garden bed is allowed, except as required for the protection of public health or safety or if the posting or display violates a local, state, or federal law.
- b. A noncommercial sign, poster, flag or banner may be made of paper, cardboard, cloth, plastic, or fabric and may be posted or displayed from the yard, window, door, or outside wall of the unit but may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any similar building, landscaping, or decorative component or include the painting of architectural surfaces.
- c. Noncommercial signs and posters may not be more than nine square feet in size and noncommercial flags or banners cannot be more than 15 square feet in size.
- d. Commercial signs shall not be placed in public view on the interior or exterior of a home without approval of the Board of Directors.
- e. All non-commercial, election-related signs otherwise displayed in accordance with these rules are permitted to be posted no earlier than 90 days prior to an election and must be removed within seven days following the end of the election period. "Election period" means the period commencing 90 days before any national, state, or local election in which city electors may vote up through the date of the election. This provision is intended to be consistent with the City of Camarillo Municipal Code Sections 17.04.020 and 17.04.090(J). Signs posted pursuant to this Section are only permitted within the lot boundaries and in red-stake areas. (Adopted 10/5/20)

### 19.14 REAL ESTATE SIGNS (ADOPTED 9/4/18)

Each residence is allowed one sign not exceeding six (6) square feet. The sign cannot be illuminated. One sign may be placed in the window, attached to a garage door, or attached to the patio fence. If the garage door is metal, or if the sign will not fit on the wooden door, it may be placed on the fascia around the garage door or carport. Real estate signs must be removed once the home is sold or rented. Open house signs and flags are not allowed.

### 19.15 DOOR-TO-DOOR SOLICITATION

Residents wishing to solicit door-to-door within Leisure Village shall first write to the Board of Directors to obtain authorization.

### 19.16 SALE OF HOME

Seller shall be responsible for advising the Association Office when a home is put up for sale.

### 19.17 SMOKING ON TRAVEL TOURS

No smoking is permitted on buses for tours sponsored by the Travel Committee, provided that the tour conductors establish provisions for scheduled smoking stops.

### 19.18 PROPERTY DAMAGE, DWELLING UNITS

"In connection with any claim, whether or not covered under the Master Policy, arising from an occurrence within an owner's dwelling unit that owner shall be assessed and be responsible for an amount not to exceed \$5,000."

### 19.19 REMOVAL OF ADDITIONAL OCCUPANT

Removal of an additional occupant from the monthly Association fee by the homeowner requires the following returned to the Security Office, prior to removal:

- a. Return of name badge, if issued.
- b. Return of the vehicle decal.
- c. Update Association Information Form immediately.

### 19.20 FEEDING ANIMALS AND BIRDS

Feeding of animals and wild birds outside the home is prohibited. Hummingbird feeders are permitted, however.

### 19.21 CLOTHING

All residents, visitors (except toddlers and small children), employees, and contractors are required to cover the top portion of their bodies at all times while in any of the common areas. The only OTHER exception to this requirement applies to male residents and male guests while they are using the pool and spa area of the Recreation Center.

### 19.22 ABUSIVE LANGUAGE/INTERFERENCE OF DUTIES/DISTURBANCE OF PEACE

- a. No resident or visitor shall use obscene, foul, or abusive language to the employees of Leisure Village. No resident or visitor shall interfere with LVA employees who are engaged in the performance of their duties. Violation of this rule may result in disciplinary action per Section 1.01 through 1.04 of the Rules and Regulations.
- b. No resident or visitor shall cause a disturbance, threaten by gesture(s), inflict bodily harm (no matter how minor), intimidate, harass, or use foul or abusive language toward any Board Member or member of the Association.



- c. Violation of this rule may result in disciplinary action per Section 1.01 through 1.04 of the Rules and Regulations.

### 19.23 WATER USAGE

Leisure Village Association will comply with all state and local water ordinances. Since the Association provides water, residents are also required to comply with these ordinances. Failure by any Resident to comply may result in disciplinary action per Section 1.01 through 1.04 at the discretion of the Board of Directors.

### 19.24 NO SMOKING POLICY

- a. No smoking is permitted in any Association common building.
- b. No smoking is permitted within 25 feet of any Association common building.
- c. No smoking is permitted in the atrium area nor the outside corridors of the west end of the Recreation Center.
- d. No smoking is permitted in the Association maintenance yard or garage area.
- e. No smoking is permitted in the RV lot. No smoking is permitted in any Association vehicle, whether enclosed or not.
- f. No smoking is permitted in or within 25 feet of any guard house.
- g. No smoking is permitted in the pool and pavilion area.

### 19.25 HOLIDAY DECORATIONS

- a. Holiday decorations and lights are to be limited to the windows in the homes, fascia board, bushes and garage doors. All electrical decorations and electrical extension cords shall be UL approved for outdoor use. No electrical cords shall be placed on or across driveways and sidewalks. No electrical decorations are allowed on mailboxes or trees in the common areas; however, mailboxes may be decorated without lights. Decorations are not permitted on roofs (including carport roofs) or in the common area lawn; however, displays, lighted or otherwise, may be placed in front of flower or shrub beds as long as they are within two feet from the edge of the bed border. Utility poles are not the property of Leisure Village Association and shall not be decorated.
- b. During the holiday season, defined as the time period between Thanksgiving and New Year's, residents may install decorations the Saturday after Thanksgiving Day and all decorations and lights must be removed no later than January 13. During this period the Village will suspend pruning operations. Residents must inspect and

maintain all decorations and lights on a weekly basis to maintain good appearance and ensure safe electrical connections so that we will all have a safe, happy and joyous holiday season.

- c. During the following holidays, other than the holiday season, residents may install holiday decorations or flags two weeks in advance of and remove the decorations one week after:  
Valentine's Day  
President's Day  
St. Patrick's Day  
Passover  
Easter  
Mother's and Father's Day  
Fourth of July  
Labor Day  
Halloween
- d. American and Armed Forces flags may be flown anytime according to State Law. However, all flags must be maintained in good condition. Torn or faded flags are prohibited.

### 19.26 DRONES (ADOPTED 9/8/2015)

- a. The use of aerial drones, aircraft and any other similar, radio-controlled devices by owners, residents, and/or their guests, invitees (i.e., realtors, brokers, contractors, or vendors) is prohibited anywhere in the Village, including anywhere in the Common Area or separate lots/residences.

### 19.27 AUDIO AND/OR VIDEO RECORDING (ADOPTED 12/3/18)

- a. No device which records audio, video, or both shall be used such that it is directed at and can record activity in any window or any common area dedicated to private use provided to a separate ownership freehold other than by the owners of that freehold. This form of intrusion on neighbors will be considered to be an infringement of the right of a property owner or lease holder to "peaceful and quiet enjoyment" of the property and can cause fines and/or loss of Association privileges.

## ARTICLE XX – RESIDENT SERVICES

### 20.01 MAINTENANCE AND REPAIRS DWELLINGS

#### Applicable Legal Provisions

- a. Section 9.1 of the CC&Rs provides: "The Association shall be solely responsible for all maintenance, repair, upkeep and replacement of the Common area and Common Facilities, as required by applicable law, and to keep the same in good order and repair. No person other than the Association or its duly authorized representatives shall construct, reconstruct, refinish, alter or maintain any improvement upon, or shall create any excavation or fill or change the natural or existing



drainage of any portion of the Common Area. The Association's maintenance, repair and replacement obligations, which may differ from any applicable law, are specifically set forth, in detail, in the Maintenance Responsibility Matrix attached as Exhibit C to the CC&R's and incorporated by reference. In the event of any ambiguities or conflicts regarding maintenance, repair or upkeep obligations, the Maintenance Responsibility Matrix shall control"

- b. Both the CC&Rs (Paragraph 2.8) and California Civil Code Section 4095 define "Common Area" as the entire project except the separately owned lots.
- c. California Civil Code Section 4145 (1) and (2) defines exclusive use common area as follows:

"Unless the Declaration (CC&Rs) otherwise provides, any shutters, awnings, window boxes, doorsteps, porches, balconies, patios, exterior doors, door frames, and hardware incident there to, screens and windows or other fixtures designed to serve a single separate interest (Lot), but located outside of the separate interest (Lot), are exclusive use common areas allocated exclusively to that separate interest (Lot).

Notwithstanding the provisions of the declaration, internal and external telephone wiring designed to serve a single separate interest (Lot), but located outside the boundaries of the separate interest (Lot), are exclusive use common areas allocated exclusively to that separate interest (Lot)."

- d. California Civil Code Section 4775 (a) provides:
  - 1. "Unless otherwise provided in the declaration of a common interest development, the Association is responsible for repairing, replacing or maintaining the common areas, other than exclusive use common areas, and the owner of each separate interest (Lot) is responsible for maintaining that separate interest (Lot) and any exclusive use common area appurtenant to the separate interest (Lot)."
  - 2. Association responsibility with respect to dwelling units under the legal provisions referred to in subparagraph (a), the Association's responsibility with respect to dwelling units and exclusive use common areas is as follows:
    - (a) Exterior maintenance, which maintenance shall include and be limited to painting, maintaining, repairing and replacing roofs, gutters, downspouts, and exterior building surfaces when and if required by reason of normal wear and tear or deterioration, except glass surfaces and except any additions to the dwelling units by or in behalf of the unit owners. "Exterior build-

ing surfaces" do not include the floor slabs. The owner, rather than the Association, is responsible for exterior maintenance of additions to the dwelling unit, except that the Association in order to provide uniformity of appearance, has elected to paint only the exterior surface of fences.

- (b) Repairs or replacements to the interior and exterior which are covered by insurance taken out by the Association on dwelling units or which are within the deductible of such insurance if the Association is responsible therefore.
- 3. Owner's responsibility with respect to dwelling units. The owners are responsible for all maintenance, repairs and replacement of dwelling units, whether exterior or interior, which are not the responsibility of the Association under (b) above. 'Thus, the owner is responsible for the actual and entire structural integrity of the owner's dwelling unit except for the narrow range of services provided by the Association.'
- 4. Maintenance Responsibility Details
  - (a) Division of responsibility of maintenance to exterior building surface under legal and LVA provisions:

#### 20.05 OTHER MAINTENANCE

The Association shall provide other maintenance/repair services per the Association/Owner Maintenance Responsibility Matrix.



## ASSOCIATION/OWNER MAINTENANCE RESPONSIBILITY MATRIX

I. LOT/RESIDENCE COMPONENTS	OWNER-Duty to Maintain Repair & Replace	HOA* Duty to Maintain Repair & Replace	ASSOC INSURANCE	OWNER INSURANCE
Address Numbers (HOA responsible for original metal numbers only)	X			
Air Conditioning and Heating System including Parts and Equipment	X			X
Beams (Interior)	X		X	
Cable Television Service to Residence		X		
Conduits	X		X	
Doors/Jambs & Hardware**	X		X	
Doorsteps			X	
Ducts	X		X	
Electrical wiring and components serving single Lot	X		X	
<b>Exclusive Use Common Areas</b>	Repair & Maintain	Replace Only	X	
Exterior surfaces - Wood trim (including planter ledges, fascia, eaves, etc.), stucco on original construction and dry rot.		X	X	
If termites or wood destroying pest damage exists, it is the owner's responsibility to repair or replace.	X			
Carports	X	X	X	X
Exterior surfaces (owner improvements) (patio enclosures)	X			X
Floors (includes interior surfaces)	X			X
Flues (Chimney)	X		X	
Foundations - residential units	X			X
Furnishings	X			X
Garage Doors including hardware****	X			X
Glass Windows and Doors (including frames, screens, hardware and equipment)	X		X	
Gutters and Downspouts (Original Construction)		X	X	
Gutters and Downspouts (installed or modified by Owner)	X		X	
Interior Fixtures (Lighting, etc)	X			X
Kitchen Appliances	X			X
Landscaping Around Residence (Assoc. Maintained)		X	X	
Landscaping Around Residence (Homeowner Maintained)	X			X
Landscaping Around Residence (Yellow Staked)	X	X		X
Mailboxes (attached to stucco)	X			X
Mailboxes (all others)		X	X	
Patio (includes roofs, enclosures and covers)*****	X			X
Patio Fences*****	X			X
Pipes and plumbing (interior) - inside the wall only	X		X	
Roofs (shingles and underlayment)		X	X	
Rubbish/Trash Liners	X			X
Rubbish/Trash Vaults		X	X	
Screens (doors and windows)	X			X
Sewer lateral from stucco of residence to sewer main, except stoppage caused by Owner		X	X	
Slabs	X			X



**I. LOT/RESIDENCE COMPONENTS (continued)**

	OWNER-Duty to Maintain Repair & Replace	HOA* Duty to Maintain Repair & Replace	ASSOC INSURANCE	OWNER INSURANCE
Skylights	X			X
Solar Panels	X			X
Solar Tubes	X			X
Stoops (Unless modified by Owner)		X	X	
Stucco (original installation)		X	X	
Telephone Wires (internal and external serving single Residence)	X		X	
Termite/wood destroying pest eradication and resulting damage/all wood surfaces	X			
Utility Installations	X			
Walls	X		X	
Water Heaters	X		X	
Water line from meter box to back flow device and including back flow device.		X	X	
Water line into residence from, and including, shut-off valve on back flow device	X		X	

\*"HOA" means "Leisure Village Association, Inc."

\*\*HOA paints front doors/jambes and all other entry doors except custom doors during HOA painting project

\*\*\*HOA paints wood and pre-painted metal doors only during HOA paint project

\*\*\*\*HOA paints all stucco surfaces and wood surfaces during HOA paint cycle.

\*\*\*\*\*HOA paints outside of 3' wood fences and both sides of 6' wood fences only during HOA paint project.

**II. COMMON AREA COMPONENTS**

	OWNER-Duty to Maintain Repair & Replace	HOA* Duty to Maintain Repair & Replace	ASSOC INSURANCE	OWNER INSURANCE
Common Area Buildings (Recreation Center/Administration Building/Gate Houses)		X	X	
Common Recreational Facilities		X	X	
Common Area Landscaping		X	X	
Common Area Plumbing, Electrical, Heating, and Lighting		X	X	
Common Area Sewer Lines		X	X	
Concrete surfaces, including driveways, sidewalks and walkways (Unless sidewalk to residence is modified)		X	X	
Easements		X	X	
Guest Parking Areas		X	X	
Irrigation Systems		X	X	
Signs (includes monument, street and other signage)		X	X	
Slabs		X	X	
Stairways		X	X	
Storm Drains and Catch Basins		X	X	
Street Lighting Systems (Private)		X	X	
Street Maintenance		X	X	
Swimming Pool and Spa		X	X	
Swimming pool area, furniture and equipment		X	X	
Termites and other wood destroying pests - treatment and eradication program		X		
Water pipes (except those within lot boundaries)		X	X	



**20.06 COSTS**

- a. The costs for Association-performed work shall be the total costs for labor and all related expenses, plus parts and applicable taxes. Costs for contracted services shall be the actual costs assessed by the contractor.
- b. Standard charges shall be developed for frequently made service calls. Charges for other services shall be individually determined. The minimum charge for any service call shall be one-half (1/2) hour. A reduced minimum charge may be used if repair requires no parts and takes less than 15 minutes. Charges for Association-provided services shall be revised as frequently as necessary; such charges shall be formally reviewed not less than once a year.
- c. All charges are subject to change without notice but any change in charges shall be published in the first issue of the *Village Voice* following such change.

**20.07 PAYMENT FOR SERVICES**

- a. All charges for service shall be paid for by check by the occupant immediately after the work is completed.
- b. All checks shall be made payable to the Leisure Village Association, Inc.
- c. If the occupant is a renter and there is any question about payment, the work shall be done only upon formal acceptance of the charges by the dwelling unit owner in advance.

**20.08 MISCELLANEOUS ITEMS**

Cleaning of driveways, carports, glass, and screens is not included as part of exterior maintenance. This is the responsibility of each homeowner.

**20.09 ITEMS NOT OTHERWISE COVERED**

In the event that the Association is requested to do so or otherwise provides maintenance or repair to any item, fixture or thing not otherwise specifically dealt with in this Article, the Board of Directors reserves the right to determine both the responsibility for the cost of such maintenance or repair and the amount to be charged for such.

**20.10 TOOLS**

No equipment owned by Leisure Village Association may be loaned to residents, including, but not limited to, ladders, trucks, hand tools, shop tools, etc.

**20.11 STRUCTURAL INSURANCE RESPONSIBILITIES**

The CC&Rs at 11.1 require that the Association obtain and maintain a policy of fire and extended coverage for the dwelling units. In addition, by this rule, the Association will ensure that in obtaining and maintaining a policy of fire and extended coverage that the coverage will insure the structural components of the dwelling unit, which in-

cludes the unfinished interior surfaces out to, and including the finished stucco. The structural components are defined as all bearing walls, trusses, roughed in roofs and finished roofing surfaces, additionally internal non-bearing walls shall be covered. All homeowner additions to the original dwelling structure are the responsibility of the homeowner to insure.

**ARTICLE XXI – RESIDENTIAL AGE RESTRICTIONS****21.01 AGE RESTRICTIONS**

Leisure Village is a deed restricted, age restricted, and retirement community. California State law permits and the restrictions require that residency be limited according to the following provisions. It is the policy of Leisure Village Association to strictly enforce the residential age restrictions.

**21.02 FEDERAL FAIR HOUSING ACT**

- a. The 1988 Federal Fair Housing Act, which took effect March 12, 1989, requires additional verification of age. Therefore, one of the following documents, showing date of birth, will be required for copying and placement in the resident's file:

Driver's License  
 Birth Certificate  
 Baptismal Certificate  
 Other government document showing date of birth

- b. For those who were residents of the Village prior to March 12, 1989, the requirement will be met when they sign the LVA Age Verification Statement, which declares that at least one resident is 55 years of age or older.

**21.03 PERMISSIBLE OCCUPANT**

"Permissible Occupant" means a person who has attained the age of 55 years or older. "Qualified Permanent Resident" means a person who meets both of the following requirements:

- a. Was actually residing with the permissible resident prior to the death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, the permissible resident.
- b. Was 45 years of age or older, or was a spouse, cohabitant, or person providing primary physical or economic support to the permissible resident.
- c. "Qualified Permanent Resident" also means a disabled person or person with a disabling illness or injury who is a child or grandchild of a permissible resident or qualified permanent resident as defined in Paragraphs a. or b. who needs to live with the permissible or qual-



ified permanent resident because of the disabling condition, illness, or injury. For purposes of this section, "disabled" means a person who has a disability as defined in Subdivision b. of Section 54 of the California Civil Code. A "disabling injury or illness" means an illness or injury which results in a condition meeting the definition of disability set forth in Subdivision b. of Section 54 of the California Civil Code. A person shall not be considered to have a disabling condition, illness or injury merely because such person is unable to fully care for them self as a result of their minority age.

For any person who is a qualified permanent resident under this Paragraph c. whose disabling condition ends, the Board of Directors may require the formerly disabled resident to cease residing in the development upon receipt of six months' written notice; provided, however, that the Board of Directors may allow the person to remain a resident for up to one year after the disabling condition ends.

The Board of Directors may take action to prohibit or terminate occupancy by a person who is a qualified permanent resident under this Paragraph c. if the Board of Directors finds, based on credible and objective evidence, that the person is likely to pose a significant threat to the health or safety of others that cannot be ameliorated by means of a reasonable accommodation; provided, however, that the action to prohibit or terminate the occupancy may be taken only after doing both of the following:

Providing reasonable notice to and an opportunity to be heard for the disabled person whose occupancy is being challenged, and reasonable notice to the co-resident parent or grandparent of that person.

Giving due consideration to the relevant, credible, and objective information provided in the hearing. The evidence shall be taken and held in a confidential manner in an executive session of the Board of Directors in order to preserve the privacy of the affected persons. The affected persons shall be entitled to have present at the hearing an attorney or any other person authorized by them to speak on their behalf or to assist them in the matter.

"Cohabitant" refers to persons who live together as husband and wife, or persons who are domestic partners within the meaning of Section 297 of the Family Code.

#### **21.04 QUALIFIED PERMANENT OCCUPANT**

At least one (1) resident of each dwelling unit shall be a permissible occupant. All other residents of each dwelling unit shall be qualified permanent occupants. Not-

withstanding the foregoing, nothing herein shall prohibit the temporary occupancy of a dwelling unit by bona-fide guests of the permissible occupant, regardless of age, so long as the permissible occupant is also in actual occupancy and residency of the dwelling unit, for a cumulative period of up to 3 months (90 days) during any consecutive twelve (12) month period, as more fully described in a Resolution of the Board dated April 6, 1987.

#### **21.05 PROLONGED ABSENCE/ CONTINUING OCCUPANT**

On the death, hospitalization, or other necessary prolonged absence of the permissible occupant, or upon dissolution of marriage with such permissible occupant, any qualified permanent occupant shall be entitled to continue his/her residency in that dwelling unit, and shall be deemed a "Continuing Occupant." Upon the happening of an event which affects such continuing occupant's status, marriage or cohabitation with a non-qualifying resident, loss of ownership interest in or expectancy in the dwelling unit or like event, and unless such continuing occupant has become a permissible occupant by virtue of attained age, then such continuing occupant shall vacate the dwelling unit within 60 days after such event.

#### **21.06 INTERPRETATION OF 21.05**

Any person who had a right to reside in, occupy or use a lot or dwelling unit within Leisure Village as of December 31, 1985, shall not be deprived of the right to continue that residency, occupancy, or use as a result of the adoption of this Rule by the Association.

To the extent possible, the provisions of this Rule shall be interpreted to be consistent with the provisions of California Civil Code, Section 51.3, as such provision may be amended and/or renumbered from time to time.

#### **21.07 HEALTH CARE PROVIDERS (REMOVED 1/6/20)**

#### **21.08 NUMBER OF OCCUPANTS**

Full-time occupancy of a dwelling unit shall be limited to four (4) occupants. Occupancy by more than one (1) person shall be subject to the additional occupancy fee as set forth in Section 19.09 of these Rules.

## **ARTICLE XXII – ELECTION RULES**

### **22.01 ELECTION RULES & PROCEDURES (Superseded-See 22.03)**

### **22.02 NOMINATION AND CAMPAIGN RULES AND REGULATIONS (Superseded-See 22.03)**

### **22.03 ELECTION AND VOTING RULES**

A copy is available in the Association Office or on-line at [www.leisurevillage.org](http://www.leisurevillage.org)



## ARTICLE XXIII – CONTRACTORS (Adopted 1/6/20)

### 23.01 CONTRACTOR PASSES

Contractor passes may be provided for trades people such as home health caregivers, domestic caregivers, gardeners and home maintenance contractors upon completion and approval of a Leisure Village Contractor Pass Application. Contractor passes are not to exceed a six-month renewable period. Safety and Security Services will determine the length of validity of each pass based on need and/or pre-defined renewal periods. Approved passholders are not employed or endorsed by Leisure Village Association. The following conditions apply to all contractor passes:

- a. Leisure Village Safety and Security Department may revoke any pass for any violation of the terms and conditions as written on the application.
- b. Contractor passes remain the property of Leisure Village Association and must be surrendered upon request of a Leisure Village Security officer.
- c. All contractor passes must be visible and readable through the windshield at all times while the vehicle is in Leisure Village.
- d. Leisure Village Association reserves the right to deny the issuance of any contractor pass.
- e. The Chief of Safety and Security shall determine and adjust the pass procedure as needed to enhance security and efficiency.

### 23.02 CONTRACTORS (ADOPTED 1/6/20)

Contractors doing business within Leisure Village are classified into two distinct categories:

- a. Contractors with contractual agreement with Leisure Village Association, Inc.
  1. Contractors SHALL NOT begin work before 8AM and SHALL cease work by 5PM, and SHALL NOT work on Sunday or the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas except in case of emergencies. (Contractors include but are not limited to carpenters, masons, roofers, painters, gardeners, and landscape installers.
- b. Contractors hired by Leisure Village homeowners/residents.
  1. All contractors, except home health care professionals and domestic help SHALL NOT commence work before 8AM and shall cease work by 5PM.

2. All contractors, except home health care professionals and domestic help, SHALL NOT work on Sunday, except in the case of emergencies.
3. All contractors, except home health care professionals and domestic help, who work on a nationally-recognized holiday or religious holiday SHALL NOT perform any tasks which by their nature shall cause excessive noise, dust or other pollutants.
4. Contractors include but are not limited to carpenters, masons, roofers, painters, gardeners, and landscape installers.
5. All contractors are responsible for removing job site debris daily.

### 23.03 CONTRACTOR OVERNIGHT PARKING (ADOPTED 1/6/20)

In the event that a contractor's vehicle cannot be removed at the end of the day, contractor vehicles, including trailers, must obtain a parking permit from the Association Office. Any remaining vehicles parked on any Leisure Village common areas after 5PM will be subject to the following conditions:

- a. Parking permit is not to exceed more than 5 days in a 30-day period.
- b. The parking permit must be clearly visible at all times.
- c. Vehicles must park according to Section 4.06.
- d. Trucks and trailers parking overnight must cover payloads so that there is no visibility of its contents and should be parked in front of the resident's home where work is being done.
- e. Contractor vehicles WILL NOT be stored on Leisure Village property Saturday after 5PM to Monday at 8AM.

### COPY SERVICE PROCEDURE

Procedures to follow when needing to make copies:

- a. The copy machine located in the Recreation Center Office Lobby is for use by residents.
- b. The office staff will train residents on how to use the machine. It will handle 8 1/2" X 11" & 8 1/2" X 14" paper. Print can be reduced or enlarged. Copies can be single or double sided. The machine collates pages and will even staple them.
- c. The cost for private use is \$0.15 for an 8 1/2" X 11" or \$0.20 for an 8 1/2" X 14" per copy. After making photocopies please check with the Recreation Staff who will calculate and collect the cost.



- d. Standing Committees will follow the above procedure except that the total number of copies will be recorded in the Copy Log.
- e. Approved clubs, groups and activities may also make a limited number of copies, following the above procedure.
- f. Copies on 11" X 17" or enlargements to that size will be done by the office staff on the office copy machine at the cost of \$0.25.

**FAXING SERVICE**

See Rule 9.31 in the Rules & Regulations.