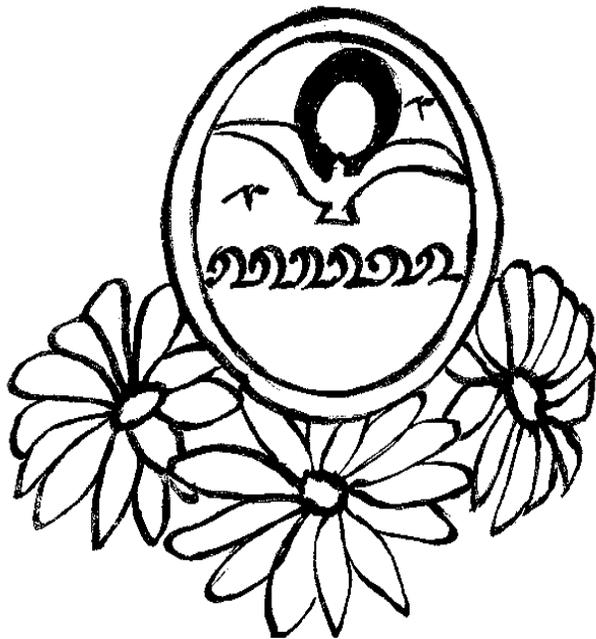


**SUMMER PLACE
HOMEOWNERS ASSOCIATION**



RULES AND REGULATIONS

As adopted: May 12th, 2004

As amended and readopted: July 13th, 2005

As amended and readopted: November 12, 2014

**OUR SPEED LIMIT IS 10 MPH
NO SKATEBOARDING, ROLLER SKATING,
ROLLER BLADING or BICYCLE RIDING**

WELCOME TO SUMMER PLACE

On the following pages, you will find materials which will be helpful to you in understanding our community.

Summer Place is a planned unit development, built in 1975, comprising 90 attached single family homes, each with an undivided interest in our common areas (pool, tennis court, streets and landscaped areas.)

It is important that members fully understand how they hold title to their homes, as this is reflected in our Association's founding documents (CC&R's and Bylaws) and carries over to our rules and regulations. Particular relevance is to be found in the rules section dealing with the division of maintenance responsibilities and insurance coverages between the homeowner and the Association.

Recognizing the individual lifestyles and collective property investments represented by association members, the board of directors has the responsibility to establish rules within the Conditions, Covenants and Restrictions and corporate bylaws to promote a pleasant and safe living environment.

The association relies upon members and residents to support the rules and report violations, in writing, to the management company, in order that good order may be maintained. Matters requiring attention should be in writing or telephoned to the management company for routine follow up. Matters requiring immediate attention, of a serious nature, may be brought to the attention of a director in the event of lack of response from the management company.

The board of directors considers it essential that each owner and resident familiarize themselves with this booklet as cooperation will contribute significantly to the rights and privileges of all association members and residents, while maintaining a high degree of safety and security.

Directors' and committee meetings are open to all and our purpose is to keep Summer Place a beautiful, safe and secure place to live.

Again, welcome to Summer Place and a good way of life in a lovely environment.

BOARD OF DIRECTORS

November 2014

SUMMER PLACE HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

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SERVICE DIRECTORY

EMERGENCY: Fire, Sheriff or Paramedics 911

*Note: Fire, Police, and Paramedics have keys to open the entry gate.
You do not have to admit them.

NON EMERGENCY: Orange Co. Sheriff 770-6011

Management: Coastal Resource Community Management

32332 Camino Capistrano Suite 104 234-0297
San Juan Capistrano, CA 92675 Fax 234-0296
Emergency After Hours 580-2086
E-mail info@coasatalresource.com

Utilities: Electric	San Diego Gas & Electric	495-6181
Gas	So. California Gas Co.	661-2812
Trash	CR&R. Disposal	748-0446
Water	South Coast Water District	499-4555
Sewer	South Coast Water District	499-4555
Water Service	Meternet	800-985-1179

Parking Enforcement: Patrol Masters (877) 648-0602

Preferred Towing 369-1717

COMMITTEES AND THEIR FUNCTIONS

Summer Place has several committees which meet periodically, at the discretion of their members. Participation on a committee, in which you are interested, is an excellent way to learn about the workings of the association, meet your neighbors, and express your views on a given subject. The committees may include:

- Architectural
- Landscape
- Pool
- Tennis

Committees serve in an advisory capacity to the Board of Directors, with certain routine delegated responsibilities. Committee reports and recommendations are periodically given to the Board of Directors for action.

ARCHITECTURAL GUIDELINES AND RESTRICTIONS

Declaration of Restrictions, Article XI, Architectural Control, Section 11:01:

“No building, fence, wall or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to, change, or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved, in writing, as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board.”

The following Architectural Guidelines and Restrictions are to help maintain the original Architectural and design integrity as well as the fine physical aesthetics currently present:

- Each balcony and patio shall remain uncluttered. Storage on balconies of appliances boxes and like items is prohibited. Clothing and/or laundry shall not be hung from the balconies or railings. The homeowner must maintain all wood fencing, however, the Association is responsible for the exterior repainting of the exterior surfaces of the wood fencing. Painting of wood replaced is the responsibility of the homeowner.
- No hooks, nails, screws, etc. are to be placed into the stucco areas.
- Subject to Civil Code Sections 712, 713 and 4710, an Owner may post or display “noncommercial signs, posters, flags or banners on or in an Owner’s separate interest, except as required for the protection of public health or safety or if the posting or display would violate a local state or federal statute.” The sign, poster, flag or banner may be made of paper, cardboard, cloth, plastic or fabric, and may be posted or displayed from the window, door, balcony or outside wall of the separate interest, but may not be made of lights, roofing, siding, paving materials, flora or ballons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces. The signs and posters must be less than 9 square feet in size and noncommercial flags or banners must be less than 15 square feet in size. No such signs or banners may be placed within the Common Property.
- One sign advising of the existence of security services protecting a Residential Lot is allowed as long as it complies with Architectural Committee rules.
- All signs for the purpose of selling a home must be professionally prepared. Signs shall be of the acceptable standard “Real Estate” size and shall NOT exceed eighteen inches (18”) by thirty inches (30”). The sign must be attached to the ground by a conventional single vertical stake which does not exceed two inches (2”) by three inches (3”) in diameter (i.e. posts, pillars, frames or similar arrangements are prohibited). The top of the sign must not exceed three feet in height above ground level. All signs must conform to the requirements of the City/County. The number of signs on any Residential Lot shall not exceed one sign.
- All planters, hanging baskets, etc. shall be well tended at all times.
- No vines of any type shall be planted which may become affixed to any walls nor shall any planting be done which inhibits painting in any way. Removal of any such vines, or any other impediment to painting, will be at the homeowner’s expense.

- Individual front doors may be installed using wood, vinyl or metal and incorporating glass panels with plain, frosted, etched or colored glass. If the door is made of wood, it must have a natural finish or be painted to match the existing Summer Place color scheme. If the door is vinyl, it must be almond, bronze or painted to match the existing Summer Place color scheme. **IN ALL CASES** of individual front door changes, Board of Directors' approval is required prior to installation to ensure architectural integrity.
- Screen doors must be anodized bronze in color or almond vinyl to match the garage doors and must be of conservative design.
- Windows replacement must be the same size and style, they can be bronze metal same as existing or almond vinyl.
- Gutters and down spouts may be installed; however, prior approval by the Architectural Committee is required (see paragraph 8). These gutters must conform to current Summer Place color schemes and shall not interfere with the established drainage patterns.
- An application for all architectural improvements, for requests for exterior* alterations or additions, of any kind, must be plainly written, with complete plans, and must be directed to the Architectural Committee for written approval before installation. It is necessary for requests for major changes or additions to be submitted prior to the first of the month to allow the Architectural the opportunity to meet and consider the request and recommend action to the Board at its regular meeting of the following month. An architectural application may be obtained from the management company. (Note: These forms are available on the website.) *"Exterior", as used, shall mean the outside walls and surfaces and outside doors of the unit and garage.
- Antennas, Satellite Dishes and other Communications Equipment: The Federal Communications Commission (FCC) has issued regulations which could act to supersede the Association's governing documents related to the smaller satellite dishes (i.e. less than one meter in diameter). In addition, the California Civil Code also contains certain provisions with respect to the installation of such devices. Therefore, the following regulations are intended to comply with the F.C.C. regulations, the California Civil Code and the Summer Place governing documents, as applicable. These regulations are also subject to modification to comply with any new Federal or State laws or F.C.C. regulations.
 - No satellite dish or antenna of any size or dimension may be installed, placed, or maintained upon the Common Area at any time.
 - Residents must submit a Home Improvement Application concerning the installation of a satellite dish antenna; however, certain antennas and satellite dishes less than one (1) meter in diameter, which receive video transmissions may be installed upon a Lot/Residence, or upon Exclusive Use Common Area Elements, pending the review and approval by the Association's Architectural Review Committee. (Exclusive Use Common Areas are those areas upon which the resident is the only party entitled to the beneficial use or control of that area.) Residents should be advised that the Association's Architectural Review Committee may require the Owner/Resident to remove and/or relocate a satellite dish/antenna to another less visible location if an "acceptable quality signal" can be achieved at that alternative location, without significantly increasing the costs or delaying its use. It is; therefore, recommended that you seek the prior approval of the Association's Architectural Review Committee before installation.

- The Association's Architectural Review Committee may request that the satellite dish/antenna be painted or screened to provide for a less conspicuous appearance.
- To prevent injury to persons or property, and for other safety reasons, satellite dishes/antennas must be properly and securely installed. To further these safety objectives, no satellite dish/antenna may be placed, installed, or maintained so as to obstruct access for emergency vehicles and fire equipment, or which may cause damage or injury to any other Owner or occupant.
- The Association may require an indemnification agreement concerning the installation of the satellite dish/antenna. The Association may also require reimbursement for any damage caused to the Common Area during the installation, maintenance, or use of a satellite antenna.

GENERAL CONDITIONS

- Architectural approvals of plans does not constitute acceptance or approval of any technical or engineering specifications and the Association and the Architectural Committee, and its members, assume no liability or responsibility for such. All technical and engineering matters are the sole responsibility of the Owner.
- Streets may not be obstructed with objects and building materials that are hazardous to pedestrians, vehicles, etc. Items such as, but not limited to, dumpsters, sand and other building materials may not be stored on streets, sidewalks, or Common Area.
- Any damage to Summer Place Common Area will be replaced or repaired by an Association contractor. All applicable charges for such restorations will be charged back to the responsible Homeowner by the Association and such charges are due and payable within thirty (30) days from notification or assessment of penalties.

LANDSCAPE

Maintaining a beautiful environment requires constant upgrading of common area shrubs, flowers, and trees. Therefore, if Summer Place is to remain a beautiful place to live, the following rules must be observed:

- For safety, as well as aesthetic reasons, greenbelts and walkways are not to be used for games or sports activities which in any way cause damage to Common Area or Association maintained lawns, planted areas, trees and/or irrigation systems.
- All planting of outside entry walks in common areas must be pre-approved by the Landscape Committee and must conform to existing plants and trees.
- Trimming of trees and shrubs in common areas and Association maintained areas is not permitted unless pre-approved, in writing, by the Board of Directors.
- No vehicles of any kind, including, but not limited to, wheeled vehicles, bicycles, motor scooters and motorcycles, shall be ridden or driven on the walkways and greenbelts, at any time.

PARKING AND TRAFFIC

The goal of the Summer Place Homeowners Association Board of Directors is for all residents to be in compliance with the rules and regulations. The rules and regulations are designed to accommodate everyone in the community with ample parking and spaces for visiting guests. The Board requests that, in fairness to **all** residents, everyone be considerate and follow common courtesy and etiquette, with respect to parking and traffic.

All residents, homeowners, visitors, and tradesmen are subject to the following rules and restrictions pertaining to parking and traffic within the Summer Place community. These rules are based upon provisions of the Covenants, Conditions and Restrictions and by-laws, supplemented to attempt to meet the needs of the community of Summer Place.

- The California Motor Vehicle Code will apply to Summer Place without exception without exception with the additional regulations specified within the Code 22658 and 22658.2.
- A maximum speed limit is 10 m.p.h. Drivers must maintain a slow and safe speed at all times, while driving on Summer Place private streets and within the courtyards.
- Only non-recreational and non-commercial passenger vehicles may park in guest parking spaces. Tradesmen and contractor vehicles are exempt from this restriction during the duration of work being done within the community, but only during reasonable hours of 8:00 a.m. to 6:00 p.m.

Note: No commercial vehicles are to be parked in Summer Place parking spaces, at any time. A commercial vehicle is defined, for purposes of this rule, to be any vehicle with racks, tool boxes, ladders, equipment and/or box vans which would include, but not be limited to large over size tires or dual axles. Vehicles bearing advertising materials are commercial.

- Parking is allowed only in marked spaces within each courtyard. Some temporary overflow parking is available along the main thoroughfare of Plaza Estival; however, this may only be used when all guest spaces within the courtyards are occupied. Parking in front of garages and entryways is not allowed, other than stopping for a very short period for the purpose of loading, unloading, and/or cleaning, while the resident vehicle owner is in attendance. Any vehicles parked along the curbs within courtyards, whether it is a red curb area or not will be subject to immediate towing, at the owners expense.
- The parking plan is for units to have two vehicles parked within each garage. Any residence with more than two vehicles and more than two licensed drivers registered at that address must have a parking permit for the additional licensed, driver and vehicle to be parked outside in guest parking spaces ***with a maximum of one permit per household.*** To obtain an outside parking permit decal, vehicles must have current registration with addresses reflecting 400 to 494 Plaza Estival and corresponding current driver's licenses at that address. In the event of special circumstances, such as disabled or oversized vehicles, a written request for a special variance may be submitted to the Board of Directors. The Board will ascertain the need for the variance and may grant permission for an outside parking decal. Please note that altered or non-production vehicles will not qualify, nor will permits be issued for vehicles, which will not fit in garages due to structural modifications of garages. All vehicles must be in operable condition when parked within the community and may be required to demonstrate same.

- Trailers, off-road vehicles, boats, airplanes and motor scooters are not acceptable vehicles for purposes of obtaining additional vehicle parking permit decals. Motorcycles must be registered as a street vehicle by D.M.V. to qualify. All vehicles that do not qualify for parking within the community of Summer Place should be parked outside the common areas. Such outside parking is done so at the sole risk and responsibility of the vehicle owner.
- All vehicles parked in any designated guest space within Summer Place overnight, for up to seven (7) nights, must be “safe-listed” by contacting the patrol service. In the event “safe-listing” is required for longer periods of time, which cannot exceed seven (7) days within a 90-day consecutive period, the management company should be contacted. Guest “safe-listing” is prohibited for resident vehicles at any time. Residents who fail to register all vehicles in compliance with the program will not be eligible for safe listing privileges. The “safe-list” confirmation number must be displayed in the front windshield at all times while parked within the Summer Place community. **Any vehicles parked within the community, while not on the “safe-list” and unidentified will be subject to citations and possible fines, and could result in towing at the owners expense.** Note: There are only forty-seven (47) total available guest spaces to accommodate ninety (90) homes.
- Roller blades, skate boards, roller skates, scooters and wheeled toys, whether motorized or not, are not permitted to be used in the common areas, courtyards or the main thoroughfare of Plaza Estival for safety and liability reasons.
- Vehicles, including, but not limited to passenger cars, trucks, boats and motorcycles may not have any repairs or rebuilding performed on them within the common areas of Summer Place. If necessary, this work must be performed within the garage areas and in that event, additional parking permit decals will not be granted for additional vehicles, if the garage area is being used for extended repairs, rebuilding or storage purposes.
- New residents may park registered vehicles in the guest parking spaces for a period, not to exceed two (2) weeks, during the move-in process if the garage is being used for move-in purposes. However, new residents must “safe-list” all registered vehicles and must obtain and display temporary permits during this two-week period. Failure to do so, could result in towing of the vehicles in question.
- **Use of the exit gate for entering the community or the entrance gate for exiting the community is not permitted.** Damages to the gate for failure to come to a full stop may result in fines or charges to the homeowner, who is responsible for the vehicle(s) and all drivers using the gate for any type of visit. This could result in a hearing and fine for a homeowner as well. Please be reminded that homeowners are responsible for their guests and tenants.
- Vehicles and/or individuals must not force open the entry or exit gate, as it results in damage to the automatic equipment.
- Vehicles considered to be an imminent hazard (leaking gas, oil, transmission fluids or other chemical-based product which may cause fumes or improper runoff and damage) or any other vehicle determined to be a nuisance, will be removed from the Common Area at the owners expense.
- No vehicle, even those registered and/or “safe-listed” with the Association’s patrol service will be allowed to park in the common area for any period exceeding 96 hours continuously. Any unauthorized period exceeding 96 hours will be considered storage and is prohibited by the Conditions, Covenants & Restrictions, therefore is subject to citations and towing at owners expense.

- Overnight parking for recreational vehicles is **limited to designated recreational vehicle overnight spaces** (max. 24 hrs.) and requires permission from the management company. This is intended only for purposes of loading and unloading of these vehicles.
- All parking permit decals must be returned to the patrol service or the management company, upon demand, or when the permitted vehicle is sold. If a Summer Place property is sold, rented or if any change in tenancy takes place which impacts the information given in support of the parking permit, the permit may be cancelled and the decal voided. In this instance, the decals must be returned, or destroyed, upon demand. New homeowners and tenants must register all vehicles immediately upon occupancy in order to obtain parking permit decals. Failure to comply with these requirements may result in the invalidation of parking permit decals and the issuance of citations. Vehicles using invalidated parking permit decals may be subject to towing at the owners expense.
- Using any vehicle parked within the community for overnight sleeping is prohibited.

SWIMMING POOL

Open 7:00 AM to 10:00 PM

CHILDREN UNDER THE AGE OF FOURTEEN (14) MUST BE SUPERVISED BY AN ADULT RESIDENT OR ADULT DESIGNEE (OVER 18 YEARS OF AGE) AT ALL TIMES. NO LIFEGUARD OR ATTENDANT ON DUTY! SWIM AT YOUR OWN RISK!

EMERGENCY EQUIPMENT IS FOR EMERGENCY USE ONLY!

GUESTS:

A maximum of four (4) guests per unit are permitted to use the facilities at any one time. All guests must be accompanied by an adult resident (over 18 yrs.). Residents are responsible for their children and their guests' conduct, insuring that pool rules are followed at all times. Pool keys are not to be duplicated nor given to non-residents. *Only one pool key per unit will be issued.* There is a substantial charge for replacing lost keys.

RESTRICTIONS FOR THE SAFETY AND ENJOYMENT OF ALL POOL USERS:

- No running, rough play or diving. **NO MARCO POLO.**
- Items such as floats, boards, beach/water toys etc., are not permitted except as necessary aids to swimmers.
- No glass or other breakable or sharp objects, such as beverage containers, etc. are allowed in the pool area.
- Pool gates must be closed and locked at all times.
- No alcoholic beverages are allowed within the pool area.
- Snacks may be consumed; however, neither food preparation nor bar b ques are allowed in the pool area.
- Shower before entering the pool or spa.
- No radios, CDs, or tapes may be played except with the use of earphones, out of courtesy to others.
- No animals permitted inside the pool fence.
- No climbing the pool fences.
- Please keep the restrooms clean, the floor free of trash, with all paper properly deposited in the wastebaskets.

SPA

ORANGE COUNTY HEALTH DEPARTMENT RECOMMENDS THAT CHILDREN UNDER 14 YEARS OF AGE NOT USE THE SPA AT ANY TIME, DUE TO THE HIGH WATER TEMPERATURE OF 103-104 DEGREES, AS THIS COULD PROVE HARMFUL TO THE CHILD.

Elderly persons, pregnant women, infants, and those with health conditions should consult a physician before using. Use while under the influence of alcohol, drugs, or medicines may lead to serious consequences. Long exposure may result in nausea, dizziness, or fainting. Do not use the spa alone.

POOL ETIQUETTE

- Small children must wear proper bathing/swim diapers at all times while using the pool. Diapers may not be disposed of in the public trash container.
- Please leave the pool area clean.
- For the spa, 103/104 degrees is the correct temperature.
- Please contact the management company if the temperature drops or rises significantly.
- Do not attempt to lower the spa temperature by adding cold water.
- Spa temperatures will fall approximately two degrees when the aerator is in operation.

TENNIS COURT RULES AND OPERATING PROCEDURES

- No street shoes or black soled shoes on the court. Only *non-marking* tennis shoes are allowed.
- No food or beverage (except water), radios, animals (pets), skates, skateboards, wheeled toys, etc.
- Hitting against the windscreen is prohibited.
- No debris is to be left on the court.
- Guests and children must be accompanied by an adult resident.
- Tennis court must not be used for activities, other than the game of tennis.
- Court hours are 7:30 a.m. to dusk.

There is currently insufficient court activity to justify sign-up, therefore please use the long-established and accepted rules of tennis, relative to rotation of court time. When players are waiting or sitting in the court, or arrive to play when others are playing, singles are entitled to one set of play, while doubles are entitled to two sets, before rotation of the court to those players waiting.

In other words, if a singles set is in progress, the game score should be indicated to those waiting. Upon completion of the set, the players should relinquish the court. If the players relinquishing the court wish to play further, they should sit on the bench provided and wait until the oncoming players finish their entitled set or sets. If a doubles set is in progress, the game and set scores should be indicated to those waiting. A word of advice here: oncoming players should be respectful and considerate of the game in progress. Players, not actually involved in a game (rallying or practicing) may use the court for thirty (30) minutes when others are waiting.

WATER/SEWER/STORM DRAIN

Water is supplied by South Coast Water District and billed to individual owners by Meter Net. Residents are urged to be mindful of excessive use in irrigation and car washing, etc. Non-resident vehicle or boat washing is prohibited. While the District is also responsible for sewer services, those charges are a part of the unit owner's annual property tax assessment.

Discharge into the storm drain goes directly into the ocean and can affect the health of the coastal ecosystem. By San Clemente regulations (Storm water Runoff Control Ordinance - Chapter 13.40) the only discharge allowed into the storm drain is WATER, however, individual car washing is permitted. For more information see cleanwater@san-clemente.org.

TRASH REMOVAL

Residents are provided trash removal service each Tuesday. Trash should be placed in the plastic containers provided and put in front of the center island or along the Plaza Estival thoroughfare, in a safe location against the curb. This should be done, no sooner than the night before the scheduled day for pickup (*currently Monday evening*). Trash containers should be returned to your residence and moved out of sight, as soon as possible, and in no event longer than twelve (12) hours before or after pick up. Residents are reminded that CR&R will only remove trash within the container. If the container lid is unable to close because of excess trash, or if trash is stacked on top of the container, it is quite likely that the trash will not be removed from the premises and may even be dumped on the street. Each residence is allowed two (2) special pickups (3 items) each year by prior arrangement with CR&R. It will be necessary for residents to call to arrange for these special pickups.

TELEVISION CABLE

Television cable is the responsibility of the homeowner.

LEASED/RENTED UNITS

It is the association's intent to welcome tenants into the community; accordingly, tenants will receive copies of the community newsletter. A Tenant Abidance form must be completed and returned to management. The management company will provide tenants with copies of the Rules and Regulations, at the time of registration. Homeowners are reminded that they are responsible for the actions of their tenants and their guests.

GATE AND POOL KEYS

- Gate cards may be replaced by the management company for a nominal charge.
- One (and only one) pool key is provided for each unit. Damaged keys may be replaced upon the surrender of the damaged key. New owners are encouraged to obtain the pool key from the old owner, as the cost for a new key is quite high.
- Gate cards and pool keys will not be sold to tenants. It is the responsibility of the owners to purchase and furnish these items to their tenants.
- Requests from owners for new pool keys and gate cards must be accompanied by a check made payable to Summer Place Homeowners Association.

Replacement Remote	\$ 40
Replacement pool keys	\$100
Remote gate access	\$ 25
Replacement mail room keys	\$ 25

RESIDENT ENTRY CONTROL

- Locate residence on directory - press call
- Telephone rings (short split ringing)
- Answer phone
- To admit visitor, punch “5” for minimum of 3 seconds
- Wait for continuous signal
- If no response from residence press “call” to cancel

PETS

“Dogs and cats may be kept on residential lots subject to the approval of the Board of Directors” Declaration of Restrictions, Section 2.07. Dogs must be kept on a leash when outside the home and kept off the green areas. Owners are required to pick up their pet’s waste and dispose of it in a sanitary manner. When pets create a nuisance for other residents, their owners are responsible and may be subject to action by the Board of Directors, including the possibility of a fine. Failure to pick up animal waste will result in a hearing and fine. See fine schedule.

ENFORCEMENT OF RULES AND REGULATIONS

The Board of Directors will assess fines for each violation of the Association's Rules and Regulations, but not before the violating homeowner is given an opportunity to appear before the Board at a hearing, which may be requested by the homeowner or the Board. Fines will be assessed to the specific responsible unit, whether the violation was caused by the homeowner, tenant, or guest. Any violation of the Rules and Regulations, upon which any action is requested, will be communicated in writing for compliance. Repeated violations of the same rule will cause additional hearings and additional fines may result. Failure to pay fines promptly may result in the action of the Board of Directors to suspend recreational privileges, which may include the pool, spa and tennis court, and could result in the filing of an action in a court of law. Unpaid fines will become a lien against the applicable unit, after a reasonable period of time for payment has elapsed.

FINE SCHEDULE:

1st Offense; Warning Notice. If not, heeded timely,

2nd Offense; of the same violation, could result in a request for hearing for the violation, possibly resulting in a fine of \$50.00.

3rd Offense; of the same violation, will result in a hearing for the violation, possibly resulting in a fine of \$75.00

Violating Homeowners will be held liable for all costs of obtaining proof of a violation e.g. cost pertaining to camera retrieval information.

The Board of Directors reserves the right to levy fines that could be doubled continuously for any repeated violations with a call to hearing, each time and a fine for nonappearance after a homeowner has been invited to a hearing before the Board of Directors.

MISCELLANEOUS GENERAL RULES

1. When not in use, garage doors shall be kept closed, or only raised a small amount for ventilation purposes. This is for reasons of safety, as well as aesthetic reasons.
2. Unnecessary noise, loud talking, or boisterous conduct is not permitted at any time. Musical instruments, radios, televisions and stereos shall not be played at a volume level which will disturb or annoy other residents. Particular care should be taken not to disturb other residents after 10:00 p.m.
3. No hazardous or dangerous paints, chemicals, or explosives are allowed at any time in units or garages.
4. Bicycles and toys may not be left in entryways as they represent a hazard to visitors and encourage theft, as well as detract from the aesthetic appearance of our community. These items are a potential liability.
5. Littering will result in an invitation to a hearing and fine. See Fine Schedule.
6. Trash containers placed for collection must be clear of traffic areas and courtyard entrances for safety reasons.

NOTICE BOARD

The Association notice board is located in the mailroom, and is for the dissemination of information by and for residents. Our CC&R's prohibit its use for political or religious reasons, and official Association notices must take precedence over personal items.

Personal notices ("*For Sale*", or "*Lost Pets*") should be dated with the posting period not to exceed 10 days. Residents may apply to the Board of Directors if circumstances necessitate variance from these standards.

INSURANCE

The Association carries fire, hazard and liability insurance to protect members, residences and common interests. However, the policy is "bare walls" and **DOES NOT cover fixtures and fittings (cabinets, drapes, carpets, etc.) or personal property furniture, TV's, jewelry, small appliances, etc.**

The policy also does not carry earthquake or flood damage insurance on the structure of the units, as the responsibility for repair and rebuilding rests with the homeowner.

Members are strongly advised to consult an insurance agent to make sure they are adequately protecting their own and neighbors' interests.

**Allocation of Maintenance Responsibility Between the
Individual Homeowner and Summer Place Homeowners Association
Checklist for Summer Place Homeowners Association**

	HO	ASSN	COMMENTS	ARTICLE/ SECTION
Glass Surfaces	X			CC&R's §6.06(f) Bylaws Article IX. §2(b)
Dwelling Repairs (excluding painting and roofs) including stucco	X			CC&R's §8.01; §6.06 (d) and (e) Bylaws Article IX, §2(a)
Garage (excluding painting and roofs)	X			CC&R's §8.01; §6.06 (d) and (e) Bylaws Article IX. §2(a)
Landscaping & maintenance of any private patio areas	X			CC&R's §8.01; §6.06(f)
Party Walls	X			CC&Rs §10.02
Maintenance, gardening, utilities, materials and supplies and services relating to the common area and/or facility		X		CC&Rs §6.06(a) Bylaws Article VI, §13(f).
Maintenance of shrubs, grass, trees walks and other exterior improvements		X		CC&Rs §6.06(e)
Gutters/Downspouts paint only		X		CC&Rs §6.06(e)
Gutters/Downspouts maintain, repair and replace	X			CC&R's §8.01; Bylaws Article IX. §2(b)
Driveway, maintenance of driveway		X		CC&Rs §6.06 (b), (f)
Driveway, repair or replacement of all or a portion of driveway		X		CC&R's §6.06; Bylaws Article IX. §2(a)
Main Sewer Line, repair, replace or maintain	X			CC&R's §6.06; Bylaws Article IX. §2(a)
Hose Bibs	X			CC&R's §8.01; Bylaws Article IX. §2
Shut Off Valve	X			CC&R's §8.01; Bylaws Article IX. §2
Decks (second story surface)	X			CC&Rs §6.06(d) (c) (b) CC&R's §8.01

**Allocation of Maintenance Responsibility Between the
Individual Homeowner and Summer Place Homeowners Association
Checklist for Summer Place Homeowners Association**

	HO	ASSN	COMMENTS	ARTICLE/SECTION
Maintenance and repair work within the own Residential Lot which would affect the property or other lots	X			Bylaws Article IX §2(a)
Internal installation of Residential Lot i.e. electrical wiring, water, light, (including exterior light), gas, power, sewage, telephone, sanitary installation, doors, windows, lamps and other accessories belonging to the Residential Lot Area. (Note: HOA paints exterior of window and doors per CC&Rs §6.06(e) and 8.01	X			Bylaws Article IX. §2(b)
Shutters, awnings, window boxes, doorstops, stoops, porches, balconies, exterior doors, door frames and hardware, screens and windows of separate interest, i.e. Exclusive Use Common Area.	X			Civil Code §1351 (i) (1)
Common Area and all improvements thereon including furnishings and equipment related thereto		X		CC&R's §5.01; §6.06(a); Bylaws Article VI, §14(g)
Areas of the Residential Lots not occupied by the dwelling thereon except for private patios.		X		CC&R's §6.06(b) and (f); §8.01
Private Patios	X			CC&R's §6.06(b) §8.01
Operation of recreational equipment and facilities located within the Common Area		X		CC&R's §6.06(a) and (c); §8.01
Roofs of dwellings and garages situated on Residential Lots		X		CC&R's §6.06(d); §8.01
Repainting of exterior surfaces (including stucco) of dwellings, garages and fencing on Residential Lots and Common Area		X		CC&R's §6.06(e); §8.01; Bylaws Article VI, § 14(h)

**SUMMER PLACE
APPLICATION FOR ARCHITECTURAL REVIEW COMMITTEE (ARC)
APPROVAL AND AGREEMENT**

Please submit your application well in advance of your anticipated construction date, allowing the allotted timeframe per your CC&R's for a response. Approval must be granted prior to commencement of construction.

I/We _____ at
_____ of the
_____ Association

Submit the attached drawings and specifications for the proposed improvements and/or architectural alterations for the following:

Describe the proposed improvements and attach- copies of drawing (s) showing type of construction, dimensions, type of materials, colors and the location on the lot (drawing should be to scale.

I/We have read and understand the Association's ARCHITECTURAL APPROVAL PROCEDURES AND STANDARDS, and I/we acknowledge receipt thereof and agree that all provisions therein are made a part of this application, including all homeowner obligations and liabilities as specified.

V We have discussed the proposed improvements and/or alterations and the attached drawings and specifications with homeowners most affected, whose signatures appear below. I have secured their consent without objections except as noted. (Please note: affected homeowner is defined as side of, back of, or front of, if applicable).

_____ Neighbor's Signature Address/Date/Objection	(yes or no)
_____ Neighbor's Signature Address/Date/Objection	(yes or no)
_____ Neighbor's Signature Address/Date/Objection	(yes or no)
_____ Neighbor's Signature Address/Date/Objection	(yes or no)

I/We agree to pay or reimburse the Association for costs incurred in moving sprinkler lines and heads, plants and trees, electrical lines or fixtures, replanting of plants or grass destroyed during the construction, or any other expense that the Association incurs to correct construction damage.

Page 2 Application for Architectural Review Committee
Approval and Agreement

I/We understand and agree that Architectural Review Committee and/or Board of Directors approval is limited to authority granted under the Governing Documents of the Association and is an endorsement of architectural compatibility without waiver of applicable ordinances or city permit requirements.

I/We understand that failure to comply with the terms, conditions, restrictions, and promises set forth in the ARCHITECTURAL APPROVAL PROCEDURES AND STANDARDS and with qualifications for approval of this application by the Association Architectural Review Committee subjects me/us to liability for any deviation. I/We agree to indemnify the Association for any monies spent pursuant to the correction of any such deviation. I/We understand that the Architectural Review Committee shall make final decision of what constitutes compliance and/or deviation from the plans and specifications as approved.

I/We agree to indemnify the Association for all costs and/or attorney's fees expended to enforce the provisions of this agreement.

Proposed Start of Construction Completion Date

Signature of Owner(s) Telephone Number Date

FOR OFFICE USE ONLY

**ASSOCIATION ARCHITECTURAL REVIEW COMMITTEE
RECOMMENDATION**

_____ Approved as presented

_____ Approved with the following qualifications:

_____ Rejected for the following reasons:

This approval is valid for the following number of days. If work is not completed within this time frame, an extension can be requested. _____ Days

For the Architectural Control Committee Date

For the Board of Directors Date



Summer Place Concern Form

This form is to be used to report conditions within the Association that you feel are in need of attention by the Board of Directors and Association Management. When reporting a problem, please be specific and identify the unit, people, action, time, date and outcome of the situation. We ask for your name and address so that we may investigate and verify allegations. You may submit concern forms anonymously; however, this makes it difficult to pinpoint problems if additional information or details are needed.

Your Name:	Phone:
Your Address:	
Date of Incident:	
Specific Concern:	
If the problem relates to a Specific Resident, please provide:	
Resident Address:	
Resident Name:	
If you need additional room for more details, please attach additional paper or use the back of this form and send to:	

**Coastal Resource Management
32332 Camino Capistrano suite 104
San Juan Capistrano, CA 92675
info@coastalresource.com
Attn: Chris Kervick**

PARKING PERMIT AGREEMENT

Owner hereby agrees that any vehicle operator shall abide by all Association rules, the CC&Rs and all applicable parking and traffic laws at all times while any permitted vehicle is within the common area of the Association.

Owner further agrees to release and indemnify, defend, and hold harmless the SUMMER PLACE HOMEOWNERS ASSOCIATION (the "Association"), its directors, attorneys, officers and managing agents, and each of their insurers, from any and all claims, rights, actions, debts, demands, damages, losses, liabilities, costs and expenses (including, without limitation, attorney's fees and costs) of any nature whatsoever, known or unknown, material or immaterial, suspected or claimed, hereafter becoming known, or accrued or accruing as a result of the parking and/or operation of any vehicle upon Association property, except such damages or injury resulting from the sole negligence or willful misconduct of the Association.

With regard to all matters herein released by this Agreement, Owner hereby voluntarily and expressly waives any and all rights under Section 1542 of the California Civil Code, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release, which if known by him must have materially affected his settlement with the debtor.”

Any claim for property damage or bodily injury resulting from use of a vehicle granted a Parking Permit herein which is alleged to have resulted from the sole negligence or willful misconduct of the Association must be accompanied by a police report. Owner agrees to have all such disputes involving this Agreement, or the parking of a permitted vehicle upon the Association's Common Area, determined by binding arbitration, according to the rules established by the Judicial Arbitration and Mediation Service (JAMS), and expressly waives the right to a jury or court trial.

The signature of any one Owner on the Parking Permit Application binds all owners, residents and guests of the subject unit. In the event that arbitration is pursued, then all costs incurred by the prevailing party in preparation for, or attendance at, the arbitration must be paid by the non-prevailing party. This agreement is to be completed and returned to Summer Place Homeowners Association, 32332 Camino Capistrano Suite 104 San Juan Capistrano, CA.

Summer Place Parking Permit Application

In order to be valid, the property owner must complete this form. No property tenant will be eligible for a parking permit without a fully completed authorization.

Name of Owner: _____

Address of Owner: _____

Phone Number of Owner: _____

Property Address: _____

Name of Tenant: _____

Phone Number of Tenant: _____

I hereby authorize my aforementioned tenant eligible for a parking permit. All vehicles must be registered to the above property address.

Signed: _____

Print Name: _____

OFFICE USE ONLY

CA Driver's License: _____

1st Vehicle:

Make: _____ Model: _____ Year: _____ Color: _____ License #: _____

CA Driver's License: _____

2nd Vehicle:

Make: _____ Model: _____ Year: _____ Color: _____ License #: _____

CA Driver's License: _____

3rd Vehicle:

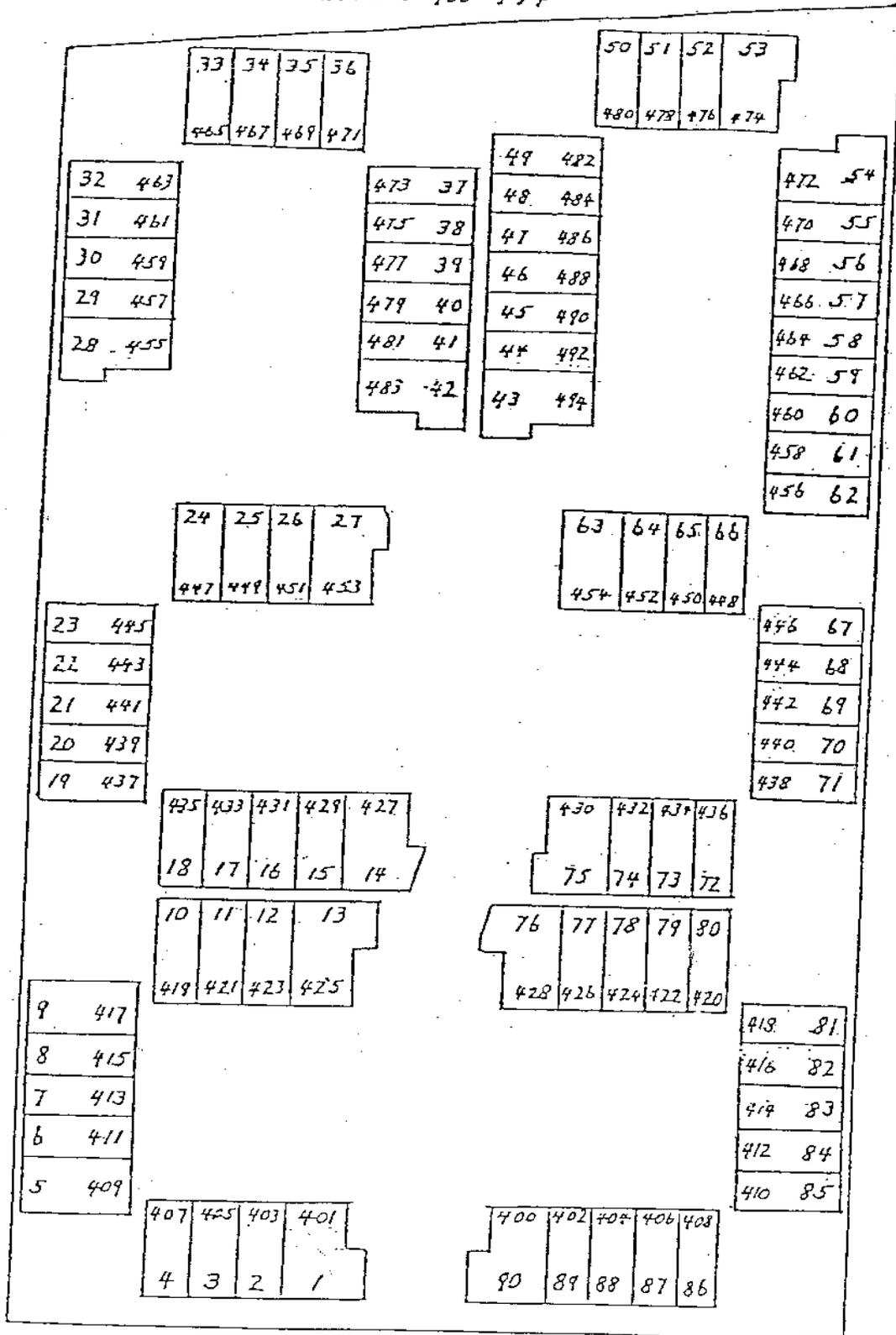
Make: _____ Model: _____ Year: _____ Color: _____ License #: _____

Permit #: _____

Date: _____ Approved By: _____

Paid: _____ Chk or MO #: _____

TRACT 8884 Lot Numbers 1-90
 Plaza Estival Addresses 400-494



← Mira Costa →

NOTES