

*Niguel Shores
Community Association*

Rules and Regulations



Effective – January 1, 2017

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ELECTIONS

Membership Meetings, Annual Meeting, Election of Directors and Membership Votes

01-01-2017

- 1) The Association will hold an Annual Meeting of the membership to elect Directors and to conduct Association business.
- 2) The Board of Directors consists of five Directors. Directors are elected for two (2) year terms. In years ending in even numbers, three (3) Directors are elected. In years ending in odd numbers, two (2) Directors are elected.
- 3) The members of the Association who are in good standing may vote at membership meetings. "Good standing" includes members whose Association rights and privileges have not been suspended after notice and opportunity for hearing pursuant the Association's Bylaws.
- 4) A Director may not have been convicted of a felony or declared of unsound mind by a court, and must be a member of the Association pursuant to Association's Bylaws.
- 5) The Board of Directors will appoint a nominating committee approximately 95 days prior to the Annual Meeting date, for the purpose of placing names into nomination for election to the Board pursuant to the Association's Bylaws. The Association will send out to all members a request-for-candidates form, seeking candidates for the Board, approximately 95 days prior to the Annual Meeting date. All forms must be completed by the candidate and must be received by the Association by the deadline stated in the form in order for a candidate's name to appear on the Notice of Annual Meeting and the Ballot. If the fully completed form is not received by the Association by the deadline date, a candidate may still be nominated by himself, herself or by someone else from the floor of the Annual Meeting or by submittal of a written nomination to the Inspector(s) of Election. Nominations will be valid so long as the nominee has either nominated himself/herself, or provides written notice of acceptance of the nomination prior to the close of nominations. Nominations may also be made by a petition delivered to any officer of the Association, signed within eleven (11) months prior to the Annual Meeting by at least two percent (2%) of the voting power of the Association, pursuant to the Association's Bylaws.
- 6) The candidacy form will include the opportunity for each candidate to submit a 150-word written statement which is reasonably related to the election, including advocating a point of view. Candidate's statements will be included with the Association's mailing of the Notice and Ballot materials. The Association will not edit or redact these statements but may include a statement specifying that the candidate is responsible for that content.
- 7) Meet the Candidates Night - The Association will hold an informal gathering not less than 15 days prior to the Annual Meeting. All candidates may participate, including those who did not submit a candidate's form but who have advised the Association of their intention to be nominated from the floor of the Annual Meeting. Each candidate may give an oral statement of his/her qualifications of no longer than five minutes per candidate. Questions may also be directed to any candidate by the members present at the meeting. The candidates are not required to attend the Meet the Candidates Night, to make a statement, or to answer questions but are encouraged to do so.
- 8) Secret Ballots: The Association will utilize a secret ballot process, which is now required by California law, as described below, for:

- a) A vote of the membership regarding assessments legally requiring a vote per Civil Code Section 5605(b)
- b) Election and removal of members of the Association's Board of Directors
- c) Amendments to the governing documents
- d) Grant of exclusive-use common area property pursuant to Civil Code Section 4600
- e) Any other membership votes, including removal of directors, which may be required or allowed by law.
- f) The Association's Annual Meeting will be set by the Board to occur each year on a date and at a time in the month of May. The Association will send out a Notice of Annual Meeting/Instructions for Voting, not less than thirty (30) days nor more than ninety (90) days prior to the deadline for voting, which will advise all members of times when polls will open and close. The Notice will also state the dates and times when the members and candidates may attend the Annual Meeting and/or Board of Directors' meeting to witness the inspectors' registration, review, count and tabulation of the Ballots. The notice may also state the specific dates and times at which access to common area meeting space will be made available to all candidates and members advocating a point of view at no charge for purposes reasonably related to the election.
- g) Other meetings of the members ("Special Membership Meetings") may be noticed and held by the Association to vote on matters which are proper for member vote. The Board may also determine not to notice/hold membership meetings for votes on matters, except for election and removal of directors/annual meetings, and may conduct the vote by secret ballot process and have the ballots counted and tabulated at a regular open Board meeting.
- h) The Directors must be elected by secret ballot and cannot be elected by voice vote or show of hands at the Annual Meeting. If the number of candidates is equal to or less than the number of positions available for election on the Board, the Association will take a vote by secret ballot of the members who are in attendance at the Annual Meeting to elect the candidates as presented. Holders of legal and valid discretionary proxies who are authorized to cast ballots on behalf of the proxy giver as the proxy holder deems proper may also cast a secret ballot on behalf of the proxy giver. The Inspector(s) will not complete the count or tabulation of the secret ballots received by the Association unless required. The Report of Inspector(s) of Election will state that the Board Members were elected "as presented at the meeting," and will not show the vote tabulation.
- i) Other business at the Annual or other membership meeting, such as approval of minutes, motions to close registration, motions to cease balloting, motions to adjourn and other parliamentary procedures required by a recognized system of parliamentary procedure may be conducted by a show of hands, voice vote or other recognized method, including a roll call vote.
- j) All membership meetings and votes will be conducted in accordance with the Association's Governing Documents and California Corporations and Civil Codes, as appropriate.
- k) Members will have one vote per Lot owned. In no event shall more than one vote be cast with respect to any particular Lot.
- l) Cumulative voting is not permitted pursuant to the Association's Bylaws.

Inspector(s) of Election

01-01-2017

- 1) One (1) or three (3) inspector(s) of election ("Inspector(s)") will be selected and appointed by the Board of Directors at an open Board meeting, approximately ninety (90) days prior to the date of the Annual Meeting, other membership meeting or vote. For votes which will not include a membership meeting, the Board may appoint Inspector(s) at any time prior to the opening of the secret ballots.
- 2) The Board may, but is not required to, select non-member third parties as the Inspector(s), which may include, but are not limited to, a volunteer poll worker with the County registrar of voters, a licensee of the California Board of Accountancy, or a notary public.
- 3) The Board will not select as an Inspector, a member of the Board of Directors, a candidate for the Board of Directors, a relative of a member of the Board or of a candidate, or a person currently employed by or under contract to the Association for other compensable services, except the Board may hire a CPA, accounting firm or other professional firm to act as an Inspector even though the CPA, accounting firm or other professional is employed for audit, tax or other Association accounting work, or other services.
- 4) The Board may determine to pay compensation to the non-member third party Inspector(s), if any. If the Board determines to appoint and pay an independent third party, the Board will require the following terms to be met by the independent third party Inspector(s):
 - a) A formal written contract for the Inspector(s) to be hired as independent contractor(s);
 - b) The Inspector(s) will maintain insurance with at least \$1 million CGL coverage, including completed operations coverage, and \$1 million D&O/E&O (naming the Association and its management company as additional insured's on both policies);
 - c) The Inspector(s) shall receive and store election envelopes and ballots for at least nine (9) months, then turn the documents over to the Association;
 - d) Contract to require independent third party Inspector(s) to indemnify Association if independent third party Inspector(s) is grossly negligent, or commits malicious and/or willful misconduct.
- 5) If an Inspector is unwilling to, unable to, or does not, perform his/her duties as stated in these rules, or becomes ineligible to be an Inspector at any time after appointment the Board may remove that Inspector without notice, and may appoint another Inspector in his/her place.
- 6) Inspector(s)' Duties:
 - a) Determine number of memberships entitled to vote and the voting power of each;
 - b) Determine the authenticity, validity, and effect of proxies, if any;
 - c) Receive Ballots and proxies, if any;
 - d) Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;
 - e) Count and tabulate all votes;
 - f) Determine when the polls shall close;
 - g) Determine the results of the election;
 - h) Perform any acts as may be proper to conduct the election with fairness to all members, in accordance with Civil Code Section 5110 and these rules;
 - i) All duties must be performed in good faith, to the best of the Inspector(s)' ability, and

- as expeditiously as practical;
- j) Prior to the mailing of the Ballots by the Association, the Inspector(s) will determine the location where the sealed ballots will be mailed or delivered and where the Inspector(s) will maintain custody of the sealed ballots until after the tabulation of the vote by the Inspector(s). The Inspector(s) may select the Association's management company or a private post office box to receive the sealed ballots on behalf of the Inspector(s). Where the Inspector(s) are volunteers, the Association's management company or a private post office box shall be the preferred receipt and storage location. Management will not organize, register, open, review or count the ballots. The Inspector(s) will not select his/her/their own residences as the location where the ballots will be mailed/received. Professional Inspector(s) may designate their business address as the location where the ballots will be mailed/received.
 - 7) The Inspector(s) may appoint additional personnel to assist them in their duties, including registration, counting and tabulating, but the Inspector(s) will oversee and be responsible for all actions of such personnel. Any additional persons appointed to assist the Inspector(s) must meet the qualifications stated above. Only the Inspector(s) may sign the Inspector(s)' report of the election, but additional persons must sign an oath regarding his/her/their duties.
 - 8) If there are three Inspectors, the decision to act must be by a majority of the Inspectors and is effective, in all respects, as the decision of all.
 - 9) The Inspector(s)' report of the election shall be prepared for all votes, and once signed to certify the election, is prima facie evidence of the facts stated in the report.

Secret Ballot Process

02-26-2007

- 1) At least thirty (30) days prior to the Annual Meeting, other membership meeting, or vote taken, the Association will mail to members in Good Standing, by first-class mail, the Ballots, along with two pre-addressed envelopes. The Annual Meeting date, other membership meeting date, or deadline date for other votes taken without a meeting will be considered the due date for completed ballots to be received by the Association. A Notice of Meeting will also be sent which will include instructions on how to return Ballots.
- 2) The Ballot itself will not identify voter by name, address, Lot and Tract, parcel number or unit number, or other identifying information.
- 3) The Ballot and Notice will contain the names of any candidates known to the Association at the time the Ballot/Notice is mailed. If no candidates are known or if there are less candidates than the number of directors to be elected, the Association will send out a Ballot which has the names of the candidates known and/or blank lines for write-in candidates.
- 4) Any write-in candidate must be nominated from the floor of the Annual Meeting, by himself, herself or another member, or by written notice which is received by the Inspector(s) prior to the close of nominations, and must be present at the Annual meeting to accept the nomination or have sent written acceptance of the nomination to the Association in advance.
- 5) The Ballot itself is not signed by the voter but is inserted into an envelope which is pre-addressed to the Inspector(s) (Envelope #1).

- 6) The voter then seals Envelope #1 and inserts Envelope #1 into a second pre-addressed envelope (Envelope #2) which is then also sealed by the voter.
- 7) In the upper left-hand corner of Envelope #2, the voter shall sign his or her name, indicate his or her name, and indicate the address or other property identifying account number or Lot and Tract number that entitles him or her to vote. Where a member ("Ballot Giver") decides to give his or her Ballot to another member ("Ballot Receiver") to be voted at the discretion of the Ballot Receiver, the Ballot Giver shall provide the Ballot Receiver with Envelopes #1 and #2 after the Ballot Giver signs his or her name, indicates his or her name, and indicates the address or other property identifying account number or Lot and Tract number, in the upper left-hand corner of Envelope # 2. A proxy holder voting on behalf of a member at a meeting shall indicate the name and address or other property identifying account number or Lot and Tract number, of the proxy giver in the upper left-hand corner of Envelope # 2, but shall sign the proxy holder's name on Envelope # 2.
- 8) The owners of multiple properties must submit separate Ballots in separate sealed Ballot Envelopes #1 and #2 for each property owned.
- 9) Envelopes #1 and #2 are pre-addressed to the Inspector(s) at the location selected by the inspector(s).
- 10) Ballots may be mailed to the selected address or delivered by hand by the member to the location selected by the Inspector(s).
- 11) The member may request a receipt for hand delivery of the sealed Envelope #2 to the location selected by the Inspector(s). Any member desiring a receipt for mail delivery should send the Ballot by certified mail, return receipt requested, to the location selected by the Inspector(s).
- 12) Only the Association's Ballots and envelopes which are sent out to the membership by the Association or are provided by the Association at the membership meeting will be accepted by the Inspector(s).

Proxies

02-26-2007

- 1) The Association will not send out a proxy for the annual meeting or other membership vote. Proxies will be accepted only if those proxies are determined by the Inspector(s) to meet the requirements of the Bylaws, the California Corporations Code and the California Civil Code. Proxy holders shall not be given Ballots pursuant to proxies until after the time that all proxies and Ballots (except for those Ballots to be distributed pursuant to proxies) have been registered, and the proxy has been upheld as valid.
- 2) Any instruction given in a proxy that directs the manner in which the proxy holder is to cast the vote must be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain.
- 3) The proxy holder must be a member and must be present in person at the meeting and shall cast the proxy giver's vote by secret ballot at the meeting, unless the proxy is revoked by the proxy giver prior to the Inspector(s) receipt of the Ballot cast by the proxy holder. If the proxy holder is not present at the meeting, the proxy shall not be valid for any purpose.

- 4) Any member, or authorized representative of a member, who gives another member the member's proxy, does so with the full understanding that the Association and Inspector(s) will not be responsible for ensuring that any proxy holder votes the proxy in accordance with the proxy giver's direction. The Inspector(s) cannot verify or observe how the proxy holder marks the proxy giver's/ member's ballot.
- 5) Any proxies previously distributed by the Association for quorum purposes only, including general proxies, will be valid and accepted by the Association until their expiration.

Effect of Submitting Ballot

02-26-2007

- 1) Once a member mails or delivers his/her Ballot, that Ballot cannot be changed or revoked.
- 2) Only one Ballot may be submitted for each address. Once a member submits a Ballot with regard to a particular address, no other Ballot or proxy may be submitted for that property. Should more than one Ballot be submitted with regard to a particular property address, the Ballot which was earliest received shall be counted for that property. If it cannot be determined which Ballot was earliest received, no Ballot will be counted for that property.

Registration of Secret Ballots at the Meeting

02-26-2017

- 1) The Association will have the membership registration list at the membership meeting.
- 2) Management will not register or open any of the Ballots or proxies received by the Association. Opening of the Ballots will be performed by the Inspector(s) at a duly noticed membership or Board meeting in front of any members or candidates who may wish to witness the opening of the Ballots or Proxies.
- 3) All Ballots must be sealed in the two sealed pre-addressed Envelopes and contain all required information on the upper left-hand corner of Envelope #2.
- 4) If a member brings ballots for other members to a membership meeting, the Ballots must be sealed in separate individual Envelopes #1 and #2 as required above. The Inspectors will register and make all necessary determinations regarding those sealed Ballot Envelopes.
- 5) The Inspectors will review the information provided on the upper left-hand corner of Envelope #2. The Inspectors will require, at a minimum, the following:
 - a) The member must sign his/her name and indicate his/her name on Envelope #2, (or, where voting by proxy the proxy giver's name), it must be legible and must match the name of at least one of the record owners of the property as shown on the Association's membership list;
 - b) The member's (or, in the case of a Ballot cast pursuant to proxy, the proxy holder's) signature must be on Envelope #2;
 - c) The property address or other property identifier shown on Envelope #2 must correspond to the member's (or, in the case of a Ballot cast pursuant to proxy, the proxy giver's) property address on the Association's membership list;

- d) If these requirements are not met, the envelope/Ballot will not be valid for any purpose, including quorum, and will not be registered.
- e) The Inspector(s) will determine whether the failure to include any information on Envelope #2 should result in the Ballot being counted for quorum purposes only, or not counted for any purpose.
- f) If an owner fails to put a Ballot in the two sealed envelopes, and sends/delivers empty Envelopes, the Envelopes will not count for any purpose, including quorum.
- g) Verification of information on the outside of Envelope #2 may be performed by the Inspector(s) or his/her/their designees prior to the meeting of the Board or membership, or deadline for voting.

Registration of Members in Person

01-01-2017

- 1) A member wishing to vote in person at the membership meeting must present himself/herself at the registration table.
- 2) A member may not revoke any previously mailed or delivered Ballot, any Ballot cast by the member's Ballot Receiver, or any Ballot cast by the member's proxy holder prior to revocation of the proxy, if the Inspector(s) confirm that Ballot was received by the Inspector(s). A member may attend the meeting, but will not be given a new Ballot to vote at the meeting if the Association has received a Ballot for that property address.
- 3) If a Ballot has not been previously received by the Inspector(s) for a particular address, a member in attendance at the meeting will be given a Ballot along with two envelopes to mark and cast in secret at the membership meeting. The Inspector(s) will mark the registration list to memorialize that the member received a Ballot at the membership meeting. Such Ballots may, at the discretion of the Inspector(s), be on paper of a color different than the color used for Ballots cast by mail. Such Ballots will only be counted at any adjourned meeting if properly placed in Envelopes # 1 and # 2, and if they are otherwise valid pursuant to these election rules.
- 4) Members voting in person at the meeting must still use Envelopes #1 and #2, and Envelope #2 must be filled out, sealed and signed. Failure to use the two envelope system at the meeting may lead to invalidation of the Ballot cast at the meeting and shall prevent the Ballot from being counted at any adjourned date if the meeting is adjourned for lack of a quorum.

Registration of Proxies/Determination of Quorum

02-26-2007

- 1) If a person brings proxies to the membership meeting, the Inspector(s) will review and make all necessary determinations regarding those proxies, including the validity of those proxies.
- 2) The Inspector(s) will determine prior to or at the meeting, based upon the count of the number of members voting in person, by proxy, or by a mailed or delivered Ballot as shown on the registration list, that quorum has been obtained.

- 3) The quorum consists of not less than fifty percent (50%) of the voting power of the membership. At an adjourned meeting, the quorum shall be one-half (1/2) of the required quorum at the preceding meeting.
- 4) If a member has cast a Ballot by mail or delivery which is received by the Inspector(s) prior to the Inspector(s)' receipt of a Ballot cast by the member's proxy holder, the member's Ballot will supersede and control over any proxy submitted or any Ballot later cast by the member's proxy holder. A member may revoke a proxy at any time prior to the Inspector(s)' receipt of a Ballot submitted by the member's proxy holder.
- 5) Upon determination that a quorum has been obtained, the Inspector(s) may close registration at the polls.

Adjournment for Lack of Quorum

02-26-2007

- 1) Any Ballots which are cast in person at the Annual Meeting and put directly into the ballot box without Envelopes #1 and #2 for that meeting will not be counted at or used for any adjourned meeting. Ballots which are put directly into the ballot box or received by the Inspector(s) in properly completed, sealed Envelopes #1 and #2 will be valid for adjourned meetings.
- 2) The Ballots will be counted during duly noticed Board or membership meetings. The Inspector(s) may request that any meeting be recessed to allow the Inspector(s) to complete the counting and tabulation of the Ballots at another time. Notice of the recessed meeting will be given to all members and candidates of the location, dates and times when the counting and tabulation will be performed. The Inspector(s) will continue to maintain custody of all Ballots until the counting and tabulation is complete.

Observation/Custody of Ballots, Etc.

01-01-2017

- 1) Any candidate or other member of the Association may witness the opening of the sealed Ballots, proxies (if any), and the counting and the tabulation of the votes.
- 2) No person, including any member of the Association, any employee or manager, may open or otherwise review any Ballot prior to the time and place at which the Ballots are counted and tabulated by the Inspector(s).
- 3) The sealed Ballots at all times will be in the custody of the Inspector(s), and for nine (9) months until after the tabulation of the votes at which time custody shall be transferred to the Association.

Privilege Suspension

02-26-2007

Management will provide the Inspector(s) with a list of those members whose rights and privileges have been duly suspended after notice and hearing and who are not entitled to vote at the membership meeting. The Inspector(s) will take appropriate steps, including making notations or otherwise marking the membership registration list and/or sealed Ballot envelopes, to not allow suspended members to vote at the membership meeting or in other membership votes. This information will not be shared with any of the witnesses to the Inspection or others.

Consultation with Association Counsel

02-26-2007

The Inspector(s) will have the authority to confer with Association legal counsel in advance of or at the meeting. Legal counsel represents the Association and does not represent the members, Inspector(s), Board members, management or any other person. By the adoption of these rules, Association legal counsel has been authorized by the Board of Directors to provide advice to and to waive the attorney-client confidential communication privilege as determined necessary or prudent by the attorney to inform and advise the Inspector(s) regarding issues related to the Inspector(s) performance of their duties for the Association. The Inspector(s) may confer with Association legal counsel outside the presence of the members.

Nomination/Balloting

02-26-2007

Once registration for the polls has been closed, if a quorum is present, the membership meeting may proceed with nominations from the floor, followed by balloting, etc.

Tabulation, Counting, Inspector's Conduct

02-26-2007

- 1) The Inspector(s) may register, and open the sealed Envelopes and begin the count and tabulation of the ballots at any time, at any duly noticed membership meeting, Board meeting, or series of noticed meetings, which will be held before the date of the actual Membership Meeting date.
- 2) The Inspector(s) may open, count and tabulate the Ballots at any duly noticed board or membership meeting, even though quorum has not been reached, if the Inspector(s) have registered the Ballots on the membership list.
- 3) If the Inspector(s) open the envelopes and determine that there is no Ballot in an envelope, then the Inspector(s) will so indicate on the registration list next to that owner's name that no Ballot was received. If a member then attends the Annual Meeting, they will be given a Ballot, but the empty Envelope will not be counted towards a quorum.
- 4) Members and candidates may witness the counting and tabulation from a distance of no less than six feet from any Inspector.
- 5) The Inspector(s) will not provide members or candidates with information, will not answer questions, or engage in discussion, and will not provide any interim counts or tabulations. Inspectors will only provide the members, candidates or Directors with a final count and tabulation.
- 6) Members and candidates may not communicate with the Inspector(s) during the inspection, opening, counting or tabulation process.
- 7) Any witness or observer may be ejected or removed by the Inspector(s) for disruptive, noisy, or rude behavior.
- 8) Any Ballot must be legible and clearly marked. If the ballot is marked to cast more votes than the maximum number of votes for that election, no votes will be counted, and the Ballot will be used for quorum purposes only.

- 9) If a Ballot is signed or other identification is written on the Ballot by the owner, the Inspector(s) will count the Ballot. However, the Association will not protect the owner's privacy and will not be responsible for redacting that information in the event a recount or review of the Ballots is requested.
- 10) Inspector(s) will certify the results of the Membership election by completing a written report of the Inspector(s).

After Tabulation

02-26-2007

- 1) Results of the election shall be announced and be promptly reported to the Board of Directors and recorded in the minutes of the next meeting of the Board.
- 2) Results shall be available for review by all members after the certification of the membership meeting by the Inspector(s).
- 3) Tie Votes: The vote to break the tie may be taken at the same meeting where the tie was determined. Ballots will be distributed to the members present and to any proxy holders of valid proxies at the meeting. Said vote shall be conducted in accordance with the procedures herein; to the extent they are applicable to a run-off vote. No previously cast ballots or proxies will be used at the meeting to break the tie.
- 4) Within 15 days of the election, the Board shall publicize the results of the election in a communication directed to all the members.
- 5) If the Inspector(s) are professional Inspector(s), they shall store the election records for nine (9) months after the election, and then transfer the records to the Association. If the Inspector(s) are homeowners or volunteers, they agree to delegate to the Association the responsibility for keeping the election records on behalf of the Inspector(s).
- 6) The Ballots and the envelopes, along with the registration list, will be stored by the Association in a secure place for no less than five years after the date of the election.
- 7) In the event of an election challenge and upon receipt of a written request from a member, the Association will make the Ballots available for inspection and review by Association members or their authorized representatives. In order to protect the security of the Ballots, one or more Association representatives must be present during such review. The Association will not make proxies available for review or inspection.
- 8) Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote. However, the Association will not be responsible for redacting or otherwise protecting any identification/other information which is written on a Ballot by a member.

Access to Association Facilities and Communication/Use of Association Funds

02-26-2007

- 1) If any candidate or member advocating a point of view is provided access to any Association media, including newsletters, Internet web sites, or other Association publications during any campaign, for purposes that are reasonably related to that election, then all candidates and members advocating a point of view shall be provided with equal access for purposes reasonably related to that election.

- 2) The Association shall not edit or redact any content from the communications of candidates and members advocating a point of view, but will provide a statement specifying that the candidate or member, not the Association, is responsible for that content.
- 3) Access to common area meeting space will be made available to all candidates and members advocating a point of view, for purposes reasonably related to the election, at no charge. The Association may set forth specific dates and times at which such access will occur in the Notice of the membership meeting.

Other Election Rules

02-26-2007

These Election Rules shall supersede any prior Election Rules adopted by the Association.

**APPEALS/MEMBER PENALTIES/SUSPENSION
PROPERTY RENTAL**

Appeal of Committee Decisions

01-01-2017

Any owner may appeal the decision of any committee to the Board of Directors, as follows:

- 1) The notice of appeal must be in writing (e.g. letter, email) and must be received by the Association no later than thirty (30) days after the date of the notice of the committee decision. Upon receipt of a timely written request, the appeal shall be scheduled at an open meeting of the Board. The Board of Directors shall have thirty (30) days from the date of the appeal to provide notice of its decision. The Board of Directors may extend that initial thirty (30) day period by an additional thirty (30) days by mailing or delivering notice to the member.
- 2) A written notice of appeal must contain the following:
 - a) Name, address and telephone number of owner.
 - b) Legal address of real property affected, if any.
 - c) Name of committee whose decision is being appealed.
 - d) Date of application to committee.
 - e) Date of committee action.
 - f) Committee decision.
 - g) Owner's statement, in detail, of the basis for the appeal.
- 3) An owner's appeal shall be set for not more than sixty (60) days from the date of receipt of notice of appeal by the Association.
- 4) The Association shall give notice to other interested parties not less than ten (10) days prior to the date of such hearing.
- 5) The owner shall have the right to representation, including legal counsel, at the owner's expense but must notify the Board no less than five (5) days in advance if legal counsel will attend.
- 6) Prior to the appeal, the owner shall have access to all relevant material.
- 7) The owner shall have an opportunity to present evidence at the appeal.
- 8) The Board's determination after such appeal shall be in writing, stating the reason(s) for such determination.

Fines

01-01-2017

Fines may be levied by action of the Board of Directors after notice and hearing in accordance with the schedule below:

Offense	Description	Fine Ranges
Unauthorized Modification	Cease & Desist Order; Notice of Hearing; Referral to Legal Counsel for further enforcement	\$0 - \$3000 + Legal Fees
ALL OTHER VIOLATIONS		
1 st Offense	Notice of Violation/Request to Correct	
2 nd Offense	Notice of Board Hearing	\$0 - \$3,000
3 rd Offense	Refer to legal counsel for further enforcement	Fines + Legal Fees

Fines are imposed for the purpose of obtaining compliance with the Association's CC&Rs, Bylaws, and Rules and Regulations. The Board of Directors will exercise its reasonable discretion in determining the amount of the fine, taking into consideration, among other relevant factors, the nature and frequency of the violation and amount sufficient to obtain compliance and serve as a deterrent to further violations. Such fines shall become an obligation of the owner and shall be billed with the quarterly assessments. When circumstances such as the need for prompt action require, the Board may, in its discretion, proceed directly to a Board hearing or referral to legal counsel. After hearing and notice, the Board may vote to suspend the privileges of any member for a period not exceeding thirty (30) days.

Violations and Hearings

01-01-2017

Each notice of violation shall specify the nature and date of the violation, or the date said violation was determined, and, if applicable, shall state a reasonable time in which to comply.

If a violation is not corrected, a hearing will be scheduled before the Board of Directors. The notice of hearing will be sent via USPS first class mail and email if owner has requested such delivery option. The hearing notice will contain the following information:

- 1) Nature of the violation.
- 2) Required corrective action.
- 3) When the corrective action completion date.
- 4) Date and time of the hearing.
- 5) Location of the hearing.
- 6) Potential enforcement action or monetary fine to be assessed during the hearing.
- 7) Attendance requirements.

The hearing will be held before the Board of Directors and shall be in executive session unless the member requests it be in general session. Prior to the hearing, the member shall have access to all relevant material and shall have the right to representation of his choice, including legal counsel but must notify the Board no less than five (5) days in advance if legal counsel will attend.

The decision by the Board of Directors after hearing shall be provided in writing to the member within fifteen (15) days of the date the decision is rendered.

Suspension of Rights

01-01-2017

The voting rights, and/or the right to the use and enjoyment of the common areas, and/or the right to the use of the automated vehicular gate entries, of any member and his/her guests and delegates, may be suspended by action of the Board of Directors after a hearing for any one or more of the following reasons:

- 1) The member's assessment account remains unpaid and delinquent for a period of sixty (60) days or more. Such suspension shall remain in effect until all unpaid and delinquent assessments are paid in full.

- 2) The personal conduct of the member, household member, his/her guests (including tenants), constitutes a violation of the adopted rules. Such suspension shall be for a period not to exceed thirty (30) days.

Tenancy and Property Rental

01-01-2017

The Owner of any Lot within the Niguel Shores community may rent or lease the residence on such Lot to a tenant from time to time, subject to the following provisions:

- 1) At least one lessee (tenant) must reside in the residence throughout the entire rental period.
- 2) A valid rental or lease agreement must be completed and signed by the Owner and the lessee (tenant). A copy of the agreement will be provided to the NSCA Management Office. NSCA is not responsible for the management of any rental or lease agreement.
- 3) No residence may be rented, or leased, for a period less than thirty (30) days.
- 4) The rental agreement, or lease, must list each individual residing on the property with the lessee for the duration of the agreement, or lease.
- 5) All rentals shall be evidenced by a written rental agreement, or lease, which shall provide that the lessee and all individuals residing with the lessee are subject to the terms of the Association's Governing Documents.
- 6) Payment of the tenancy fee.

Assessments during Rental or Lease Period: While a residence is rented or leased, the Owner of the Lot remains responsible for payment of all NSCA assessments.

Forfeiting Vehicle and Pedestrian Access Devices at the End of Rental or Lease Period: All vehicle and pedestrian access devices issued to the lessee will be deactivated. Renewed rental agreements, or leases, must be provided to the NSCA Management Office. Any rental agreement, or lease, that is not renewed prior to the end of the previous agreement will result in the deactivation of any vehicle or pedestrian access device issued to the lessee.

Assignment of Privileges: While a residence is rented or leased, the Owner assigns all use rights and privileges for NSCA common areas, clubhouses and other amenities (including access devices), to the Owner's tenant or lessee. During the term of a rental agreement or lease, neither the Owner nor his/her guests will be permitted to use the Common Areas and Recreational Facilities. However, the Owners voting rights, for NSCA related elections, will remain with the Owner(s) throughout the term of the rental agreement or lease. Owner(s) may continue to enter the community through the Mariner Gate in order to inspect and maintain their property during the term of the lease, and will retain the right to admit service providers and contractors for to assist in property maintenance.

Disciplinary Action Against Owners for Acts and Omissions of Tenants or Lessees: In the event that any tenant, or lessee, fails to honor or comply with the provisions of any Governing Document adopted and implemented by the Association, NSCA shall be entitled to take corrective action against the Owner of the Lot.

**ASSOCIATION FACILITIES
COMMUNITY CENTER - BEACH BLUFF**

Use of the Community Center

01-01-2017

The Niguel Shores Community Center property, facilities and equipment are restricted to use by members of the Niguel Shores Community Association, their families and guests.

The rules for use of the facilities are structured to provide maximum recreational benefits to the greatest number of persons, and have been established by the NSCA Board of Directors to preserve and protect the mutual rights of the members. Violation of these rules and regulations will result in a hearing, fines, and suspension of the right to use the facilities.

Use of the Association Facilities

01-01-2017

Association facilities are defined as the Community Center Facilities and Recreation Grounds, the Beach Bluff and all Common Areas.

- 1) Community Center hours are 6:45 am – 9:30 pm, daily. Hours for the Beach Bluff are 6:00 am to 10 pm daily. Any resident or guest who enters during unauthorized hours is trespassing.
- 2) Guests using any of the Association facilities, must be accompanied by a resident, or be registered at the office by the resident (registering a guest is only for use of the Community Center facilities). A member is responsible for the conduct of his/her guests, lessees or invitees, and their observance of the rules.
- 3) The NSCA staff has the authority to enforce all rules and regulations. Residents are requested to report infractions of the rules to the NSCA staff.
- 4) Smoking of any kind is prohibited in and around all Community Center buildings and grounds, including the playground and parking lot areas.
- 5) Activities that interrupt the right of the other individuals to enjoy the facilities or present a safety issue are prohibited.
- 6) The maintenance area, all storage areas, pool filtration rooms and staff office space are restricted to staff.
- 7) Loitering is prohibited.
- 8) Individuals using the Association facilities may be required to furnish proof of residence or authorized guest status.
- 9) Trespassing will result in a hearing and fine, as well as contacting local law enforcement to take immediate action for criminal trespass.

Swimming Pool and Spa Use

01-01-2017

- 1) Use of these facilities is at your own risk. The Association does not provide a lifeguard.
- 2) Swim diapers and/or rubber covers are required for anyone incontinent or not toilet trained. If failure to comply results in pool/spa contamination, responsible member will be charged a decontamination fee.
- 3) No glass is not allowed in pool/spa areas.
- 4) Swim suits are required in pool, spa, and sauna.

- 5) Persons under 14 years of age must be accompanied by and under direct supervision of an adult 18 years of age or older when in pool/spa areas.
- 6) Animals are prohibited in the pool, spa and deck areas.
- 7) Running, horse-play or any activity detrimental to the safety and enjoyment of residents and guests, is grounds for removal.

Sauna Use

01-01-2017

Use of this facility is at your own risk.

Locker and Dressing Areas

01-01-2017

- 1) Personal property stored in the locker room is done so at the owner's risk. NSCA assumes no responsibility for damage or theft of personal property.
- 2) No roughhousing or horseplay is allowed in the locker rooms.
- 3) Locker room showers are not to be used to wash sand off bathers or swim paraphernalia.

Tennis Courts Use

01-01-2017

The tennis courts are a community asset. It is expected that they will be used with reasonable care and with consideration for others who use them.

- 1) Court Reservations:
 - a) Reservations may be made online by logging into the Association's website at www.niguelshores.org. Reservations may be made for up to seven (7) days before the playing date/time.
 - b) Reservations are made on a first come, first served basis. Courts are open from 8:00 am till dark, daily.
 - c) Reservations are made for one (1) hour, on the hour. Two (2) players in a doubles group may jointly sign up for two (2) hours.
 - d) Courts must be relinquished when reserved time is up and someone is waiting for the court.
 - e) Court #1 is not available for reservations.
 - f) Only current residents may make court reservations and they can make only one (1) reservation on any single day.
 - g) If a court is not occupied within ten (10) minutes after reserved time, it is automatically opened until the next scheduled time on a first-come, first-served basis for any waiting players.
- 2) All players are expected to conform to tennis etiquette.
- 3) Players are expected to wear appropriate tennis clothing. Tennis shoes or the equivalent are required. Shoes with soles that leave black marks on the court surfaces are not permitted.
- 4) Food is not permitted on the tennis courts. Bottled water is permitted.
- 5) The tennis courts are to be used for tennis only. Other games, skates, in-line skates or skateboards are not permitted.

- 6) Association designated tennis professional may be allocated court times for resident instructions on weekdays. Individual residents may use their reserved time for individual playing lessons.
- 7) Players will be held responsible for any damage they cause to the courts.

Clubhouse Use

01-01-2017

The Clubhouse includes the Multi-Purpose Room (MPR), interior lobby and restroom facilities, exterior individual restrooms, kitchen, fireplace, saunas and locker rooms. The Clubhouse may be used only for social purposes and cannot be used for business functions nor for meetings of non-NSCA organized groups

- 1) Reservations can be made by a resident for use of the MPR (including interior lobby, lobby restrooms and limited use of the kitchen facility only). Use of this Common Area for a private event must comply with the following:
 - a) The kitchen facilities are available for limited use. Use is limited to the electric ovens, counters, sinks, ice-maker, refrigerator (do not use or remove any items already in the refrigerator). Use of the gas stove and griddle unit not permitted.
 - b) The resident reserving the MPR must be present at all times during the event.
 - c) Reservations may be made no more than six (6) months in advance and no less than seven (7) business days prior to the event. A maximum of four (4) reservations may be placed per property in a calendar year. Reservations are not valid unless deposits and fees are paid, and all paperwork is submitted.
 - d) An endorsement naming Niguel Shores Community Association as an additional insured with liability coverage of \$1,000,000.00 or more is required at the time the reservation is made.
 - e) Confirmation of the reservation and verification of liability insurance must be made with the NSCA Management Office no earlier than fifteen (15) business days prior to the event and no later than seven (7) business days prior to the event.
 - f) Setup, decorating, and clean up must take place within the reservation time. Items may not be stored in the facility.

Beach Bluff Use

01-01-2017

The beach bluff is a common area amenity for residents of Niguel Shores Community Association and as such, every Association member or registered resident has equal usage rights. The beach bluff is intended for passive and moderately active usage. An Association member or registered resident may reserve the designated park area located at the northern end of the bluff for temporary exclusive use. The following regulations for use of the beach bluff park are based on the ideals of common courtesy, consideration and respect that have founded the sense of community within Niguel Shores. These rules are meant to be congruent with other existing rules governing the use of common area, parking, animals in public places, etc.

- 1) General Conditions:
 - a) Tables must be attended at all times for continued use. Items left unattended will be removed by an Association patrol service member or staff member, and use of the table forfeited.
 - b) Guests must be accompanied by a Niguel Shores resident at all times.

- Unaccompanied guests will be requested to vacate.
- c) Casual games and activities that do not interfere with the right of other individuals to enjoy the bluff area are permitted.
 - d) The following are prohibited:
 - unrestrained or unleashed dogs
 - bounce houses or other inflatables
 - wood or charcoal fires
 - smoking of any kind
 - generators or items that require the use of an engine or live electricity
 - altering, disabling or interfering with the access gates or fences
 - barbecues on Association tables
 - team sports or team practices
 - staking or inserting items into the grass or other landscape areas
 - e) Upon Board approval, the Association reserves the right to allow use for memorial services honoring residents and for community events.
- 2) Reservations:
- a) An Association member or registered resident must reserve the designated park area located at the northern end of the park for any private party or event consisting of twenty (20) but not exceeding thirty-six (36) participants, including the host(s), other community residents and service providers. The resident reserving this area must be present at all times during the event.
 - b) No more than two reservations can be scheduled for each week and reservations are not accepted for holidays or during the months of July and August.
 - c) Reservations may be made no more than four (4) months in advance and no less than seven (7) business days prior to the event. A maximum of four (4) reservations may be made per property in a calendar year. Reservations are not valid unless deposits and fees are paid, and all paperwork is submitted.
 - d) An endorsement naming Niguel Shores Community Association as an additional insured with liability coverage of \$1,000,000.00 or more is required at the time the reservation is made.
 - e) Confirmation of the reservation must be made with the NSCA Management Office no earlier than fifteen (15) business days prior to the event and no later than seven (7) business days prior to the event.

**TRAFFIC & SAFETY
ACCESS DEVICES
PARKING/SAFETY REGULATIONS**

Pedestrian Gate Access Devices

01-01-2017

Access devices such as cards, fobs, etc. provide access through controlled pedestrian gates and are available to owners and tenants.

At the close of escrow, each lot will be issued one (1) device at no charge.

Additional devices may be purchased by registered full-time residents. Full time residents (owners, household members, and tenants) may have up to three (3) additional devices for a total of four (4) devices per property. Guests are not eligible for access devices.

Lost or stolen devices may be replaced by application at the NSCA Management Office for a replacement fee. Lost or Stolen devices will be deactivated.

Access/Egress to Niguel Shores Community and Facilities

01-01-2017

The Niguel Shores community is surrounded by, and contains within its boundaries, gates, fences, and walls. Entry and egress is restricted to members and their families, tenants, authorized contractors, vendors, and guests. No person except NSCA staff and authorized contractors are permitted to climb upon, scale, alter, deface, damage, or otherwise misuse any gate, fence, or wall, or block open or tamper with any gate or other entry or exit device.

Access Control Signage

08-15-2001

Pursuant to *California Vehicle Code*, no person shall place, maintain, or display upon any private property or in view of any street within Niguel Shores, any sign, device, or marking which is or purports to be an imitation of or resembles an official traffic control device, or which attempts to direct or control the movement of traffic, or which hides from view any official traffic control device.

At no time is any such signage allowed on any common areas of Niguel Shores by individuals other than those authorized by NSCA. An example of a sign that is not allowed to be posted is a "Children at Play" sign.

Human Propelled and Motorized Vehicles

01-01-2017

Human propelled bicycles, skateboards, scooters, etc. are permitted for transportation within the community, except for the following:

- 1) Use not permitted on sidewalks or other Common Areas where use presents a safety issue.
- 2) No gas or electric powered scooters, mini motorcycles, bikes, go cart, hover boards, or other vehicles of this nature (excluding golf carts/low speed vehicles registered with the Association) may be operated on any Common Area.
- 3) No skateboard ramps or acrobatic skateboarding is permitted on any Common Area.

Vehicles used to assist disabled persons are exempt.

Drones**01-01-2017**

The operation of drones is not permitted on or within any Common Area. Drones may not be operated in a manner that presents a safety or privacy issue.

Visible Pass/Decal Required**01-01-2017**

Every vehicle (except federal, state, county, city, public utility, and bonded public delivery vehicles) within Niguel Shores, must display a valid decal or pass issued in accordance with these rules, easily readable from outside of the vehicle. Failure to display a valid decal or pass within the Niguel Shores is a violation of these rules and such vehicle is subject to immediate removal (tow) from the community at the vehicle owner's expense.

Traffic Regulations**01-01-2017**

- 1) The speed limit within Niguel Shores shall be no more than is safe under circumstances, and never more than posted speed limits (25 mph).
- 2) All stop signs and other traffic regulating devices shall be observed and followed by operators of vehicles at all times.
- 3) All vehicles operating within Niguel Shores shall be duly licensed or registered and operated as required by the California Vehicle Code (including noise abatement) and shall be driven by legally licensed drivers.
- 4) No vehicle shall be operated on landscaping, walkways or areas other than streets and parking areas.
- 5) No vehicle shall be operated within Niguel Shores in a manner that is unsafe or presents a danger to the safety of persons or property.

General Parking Regulations**01-01-2017**

- 1) Prohibited Parking on Common Area:
 - a) In front of or within fifteen (15) feet of a fire hydrant.
 - b) Adjacent to marked red curbs or in a green zone (loading/unloading zone) for more than 15 minutes.
 - c) In a manner that obstructs a sidewalk.
 - d) In a manner that obstructs a roadway.
 - e) In manner than places the passenger side tires more than eighteen (18) inches from a curb.
 - f) On landscaped areas or areas not specifically designated as a marked parking space.
 - g) In a manner that leaves oil or other debris on Common Areas.
 - h) In one place or location for more than seventy-two (72) hours.
 - i) With a sign or advertisement upon or in the vehicle (business advertisement, for sale signs, etc.) while parked on any Common Area.
- 2) Overnight Parking:

Common area space shall not be used for overnight parking of resident vehicles with decals between the hours of 1:00 am and 6:00 am. Residents may apply for a parking

variance waiver if the number of vehicles owned and registered by the resident is greater than the number of parking spaces original to the property. The following is required for all waiver requests:

- a) Waiver request application.
- b) Current registration for each vehicle registered to the property.
- c) Payment of an application fee and a garage inspection for which an additional fee is charged. Fees are non-refundable unless otherwise stated.

The following is required in order to renew an existing waiver:

- a) Current vehicle registration on each vehicle registered to the property.
- b) Payment of the renewal fee. Properties that were originally constructed without a driveway are eligible for up to two (2) parking waivers without payment of a renewal fee.

3) Beach Parking:

Parking is only permitted between the hours of 6:00 a.m. – 10:00 p.m. Guests displaying a valid guest pass are required to park in the top parking tier. Guest parking is prohibited in the entire beach lot on the Fourth of July. Loitering is not permitted in the parking lot areas.

4) Oversized/Commercial Vehicles:

Vehicle bar code decals/permits/passes will be issued only to passenger vehicles and recreational vehicles where the motor vehicles are used primarily in the day-to-day transportation of persons. These vehicles may be parked on Common Area during daytime hours provided:

- a) The camper shell, or other appurtenance mounted above or behind the vehicle operator's compartment (cab) does not extend more than six (6) inches above the original roof line.
- b) The vehicle has no unsightly external rigging or appurtenances and does not carry a commercial message or logo.

5) Recreational Vehicle (Motorhome) Parking:

Recreational vehicles (motor homes included) are allowed to be temporarily parked provided that:

- a) An appropriate Vehicle Entry Permit has been issued.
- b) Such parking is for the purpose of loading and unloading of passengers and/or equipment only.
- c) There is no electrical or other utility hook-up between the vehicle and any property.
- d) There is no overnight sleeping or residing of persons in the vehicle.
- e) Such parking does not exceed twenty-four (24) hours.
- f) Such parking is otherwise in compliance with these rules.

Repairs to Vehicles

01-01-2017

No vehicle shall be constructed, repaired, serviced or stored on the common area or in a visible area of a residential lot, except for emergency repairs to a vehicle rendered inoperative as the result of unforeseen circumstances. Emergency repairs are considered minor and are minimally required to make a vehicle operative. Such repairs must be completed within twenty-four (24) hours after a vehicle has become inoperative.

Golf Cart and Low Speed Vehicles

01-01-2017

May be owned and operated within Niguel Shores provided:

- 1) The vehicle must be registered with the Association.
- 2) The individual operating the vehicle has a valid driver's license.
- 3) All individuals riding in the vehicle are seated in a proper and safe manner.
- 4) No person or object may be towed by the vehicle.
- 5) The vehicle is operated in a manner as to not create unsafe conditions for other vehicles, persons or property.
- 6) The vehicle must be in a valid parking space when parked in the beach bluff or community center lots.

Enforcement Procedures

01-01-2017

- 1) Notice for Violations: Before a fine may be assessed, a written warning notice (citation or Notice of Violation) will be given. The citation will note the nature of the violation.
- 2) Removal (tow) of Vehicle: May be made, without notice, of any vehicle parked as follows:
 - a) Not clearly displaying a valid NSCA decal or pass that is easily readable through the windshield.
 - b) In a marked fire lane.
 - c) Within fifteen (15) feet of a fire hydrant.
 - d) In a space designated for handicapped without proper authority.
 - e) In a manner that interferes with entrance to or exit from NSCA.
 - f) In a manner that interferes with entrance to or exit from any residence, parcel or area owned by a member of the NSCA.

Passes – General

01-01-2017

The owner or operator of any vehicle to be parked, maintained, used or operated upon property and streets within Niguel Shores shall obtain a valid bar code decal or pass. All vehicles entering and using the common areas of Niguel Shores shall comply with the following bar code decal and pass requirements. These rules shall not apply to vehicles operated and owned by public officers or entities when operated during the discharge or attempted discharge of any duty of such public office or entity. Vehicle decals and passes are not transferable to guests, friends, service contractors or other unauthorized persons or vehicles. Decals are considered void if removed from the vehicle. Any unauthorized use or other violation of the governing documents may result in a fine or withdrawal of decal/permit use privileges temporarily or permanently, depending upon the circumstances and the ruling of the NSCA Board of Directors.

Vehicle Gate Access Bar Code Decal

01-01-2017

A vehicle gate access bar code decal will be issued to each validly registered vehicle upon presentation of proof of vehicle ownership and if otherwise qualified. A current Information

Declaration must be on file with the NSCA office.

At the close of escrow, two (2) resident bar code decals will be issued at no cost (applies to lot owner vehicles). Additional access bar code decals for owners and resident household members may be applied for in the NSCA Management Office. Authorized tenants may apply for bar code decals on vehicles registered to the named tenant.

Upon approval of application, a full time resident may obtain a bar code decal for a guest. Up to four (4) guest bar code decals may be issued to properties occupied by full time residents. All guest bar code decals are subject to an annual renewal fee and submittal of a valid vehicle registration to maintain active status.

Vehicle gate access bar code decals are issued only to authorized persons and their vehicles. Rental vehicles or vehicles belonging to a rental company are not eligible for bar code decals. The vehicle must be brought to the NSCA office. Staff will affix a decal to the registered vehicle.

Access Bar Code Decals – Authorized Persons/Vehicles

01-01-2017

- 1) Owner:
 - a) Must provide a copy of the current vehicle registration for verification of ownership.
 - b) Address on registration not required to match NSCA property address.
- 2) Household Member:
 - a) Must provide a copy of the current registration for verification of ownership.
 - b) Address on registration must match NSCA property address.
- 3) Tenant:
 - a) Must provide a copy of the current vehicle registration for verification of vehicle ownership.
 - b) Address on registration not required to match NSCA property address
 - c) Only individuals listed on the lease may obtain a bar code decal.
 - d) Each vehicle gate access bar code decal issued to a tenant must be renewed during the month the agreement (lease) expires.
- 4) Company Owned Vehicle: A vehicle registered in a company name and issued to a resident for transportation.
 - a) Must provide a copy of the current vehicle registration.
 - b) Must provide a business card or other written confirmation on company letterhead that links the resident to the company that the vehicle is registered to.
- 5) Guest:
 - a) Each property may authorize up to four (4) guest bar codes.
 - b) Must provide a copy of the current registration. Vehicle may not be registered to a resident or to a Niguel Shores property address.
 - c) Bar code is active for twelve (12) months after issuance.

Types of Passes

01-01-2017

The type of pass issued by the NSCA for access to and use of the property and streets (including Common Area and residential lots) within Niguel Shores will depend upon the purpose for entry and the length of time that the vehicle will be within the community. These shall include the following:

- 1) One Day Guest Pass:
 - a) Issued by the Mariner Entrance Gate Officer upon advance authorization of a resident.
 - b) No more than five (5) one-day guest passes may be issued per property via call in or online registry per day.
 - c) No more than ten (10) one-day guest passes may be issued via list delivered to the Mariner Entrance Gate Officer (lists of eleven or more guests must be submitted as a special event or group entry request through the NSCA Management Office).
 - d) Passes for more than one day may be issued by Management at the written request of a resident.
- 2) Service Pass:
 - a) Intended for any hired individual or hired company providing a daily, weekly or monthly service (e.g. landscaping, housekeeping, etc.).
 - b) One day passes are issued by the Mariner Entrance Gate Officer upon advance authorization of a resident.
 - c) Requests for multiple day passes must be submitted to the NSCA Management Office for authorization prior to issuance by the Mariner Entrance Gate Officer.
 - d) May be issued as a one-day pass or may be added to the permanent entry list.
- 3) Construction Pass:
 - a) Intended for any hired individual or hired company providing construction services for a temporary period of time.
 - b) One day passes are issued by the Mariner Entrance Gate Officer upon advance authorization of a resident.
 - c) Requests for multiple day passes must be submitted to the NSCA Management Office for authorization prior to issuance by the Mariner Entrance Gate Officer.
 - d) Construction hours are posted online at the Association's website.

Guest Parking Pass (Villas and Sea Terrace II)

01-01-2017

Residents in this area will periodically receive by mail ten (10) STII/VILLAS Parking Passes that are only good for this area of the community. They will have an expiration date and visitors must use them to park on the common area or the vehicles will be subject to towing. The STII/VILLAS Parking Pass cannot be used to enter the main portion of the community. Guests without a valid One Day Guest Pass who want to enter the main portion of the community and park at the Community Center or in the beach lot must be called in to the Mariner Gate by the resident and must enter through the Mariner Gate guest lane in order to receive a One Day Guest Pass.

Permanent Guest List

01-01-2017

- 1) Residents may authorize admittance of regular visitors online without a prior call to the Mariner Gate or by submitting written authorization to the NSCA office on the visitor Permanent Guest List.
- 2) Residents may authorize up to five (5) permanent guest passes.
- 3) Visitors on the Permanent Guest List will be issued a pass by the gate attendant upon

entry into the community. Passes must be displayed in an easily visible manner on the dashboard of the vehicle at all times.

- 4) Residents will not be issued guest passes. Admittance of owners and tenants shall be in conformance with applicable rules.
- 5) Visitor permanent status may be denied or revoked if the visitor fails to comply with the CC&Rs and/or the NSCA's rules.

Realtor Entry

01-01-2017

When property in Niguel Shores is for sale or rent/lease, real estate agents and prospective purchasers or tenants will be granted entry only as follows:

- 1) Owner Call-In:
 - a) Mariner entrance: The property owner may call the Mariner Gate to authorize entry for a specific agent/client on the day the property is to be shown.
 - b) Manta or Garibaldi or Breakers Isle entrances: Owners in the Villas, Sea Terrace II or Breakers Isle must receive the agent's call on arrival at the gate and execute entry procedures.
- 2) Letter of Authorization: Property owners may authorize admittance in the owner's absence until the property is sold or rented/leased by submitting a Letter of Authorization to the NSCA business office. The letter shall include the owner's name, address of the property listed, and shall designate the specific real estate agent or firm to be admitted. If the property is on a multiple listing and the owner wishes all real estate agents to be admitted upon proper identification, the letter must so state.
 - a) Mariner entrance: Gate personnel will verify authorization from the letter on file and will permit entry. It is not necessary for the real estate agent/firm to call the NSCA business office in advance.
 - b) Manta or Garibaldi or Breakers Isle entrances: After entrance authorization has been verified at the Mariner entrance by gate personnel, real estate agents/firms call the Mariner Gate on arrival at the Manta, Garibaldi and/or Breakers Isle entrances, and the Mariner Gate personnel will execute entry procedures.
- 3) Identification: Each agent will be required to show Mariner Gate personnel his/her Department of Real Estate Identification Card and a real estate business card upon which has been written the date of the visit and the address of the property to be shown. Only that property for which authorization has been granted shall be shown.
- 4) Caravans: Caravans are permitted within Niguel Shores only on Wednesday and Thursday's between the hours of 9:00 am and 1:00 pm, or at such other times as the Board of Directors may designate. Drivers of caravan vehicles must present identification.

Public Officer Entry

01-01-2017

Any public officer, including a licensed process server or repossession agent, involved in discharging or attempting to discharge any duty of his/her office shall, upon providing proper identification, be admitted to Niguel Shores.

Special Event or Group Entry

01-01-2017

Niguel Shores community access to “Special Events/Group Entry” is handled as follows when ten (10) or more non-resident guests arriving on the same day in any area of the community:

- 1) A written guest list, physical or electronic, showing both first and last names, and in alphabetical order by last name, must be delivered to the NSCA business office one (1) business day prior to the date and time of arrival.
- 2) Events at a private residence: Guest lists submitted for twenty (20) or more vehicle entries may require additional parking instructions.
- 3) Events at Community Center, Beach Bluff or other Common Area locations: Guest lists must include all participants, attendees and service providers (contracted or not). An owner or tenant must ensure that their guests observe the rules and regulations of the community and that event participation will be conducted in such a fashion so as not to interfere with the peaceful use and enjoyment of the common areas by other residents.

**PETS
TRASH CONTAINERS
GENERAL ACTIVITIES**

Pet Owners Responsibility

01-01-2017

Any person owning a dog is responsible for the following:

- 1) Dogs must be on a leash and under control by a person at all times when on Common Area property, to prevent injury to other persons or animals or damage to property.
- 2) At no time shall a dog be tethered to any Common Area or landscape item.
- 3) All dog feces must be immediately picked up and disposed of in a proper waste container.
- 4) Prevent barking or other such noise that would disturb the peace or other interfere with the right of quiet enjoyment of neighbors.

Trash Containers

01-01-2017

Trash and rubbish are to be placed in containers adequate to protect the contents from animals and the elements. Trash containers shall be stored in such a manner that they cannot be seen from the street or other property. Trash containers shall not be placed out earlier than the evening before nor left out longer than the evening of the scheduled pick-up.

Private Utility Repairs

01-01-2017

The homeowner must notify the NSCA office if maintenance of any underground utility or lateral sewer line by a homeowner requires excavating the Common Area or the street, so repair of the common area and/or the street can be monitored, inspected and approved by NSCA.

Damage from Association Owned Plantings and Improvements

01-01-2017

The homeowner is responsible for the maintenance, repair and, if necessary, replacement of all elements on their private lot, even if the damage is caused by an Association planting or improvement. A homeowner may request the removal of a tree or planting once it has been determined to be the source of the damage.

Overwatering

01-01-2017

Overwatering and other water uses that result in damage to Association (owned or maintained) or private property is prohibited. Homeowners will be responsible for reimbursing the Association for costs incurred where water originating from the owners' lot causes damage to Association (owned or maintained) property.

Holiday Decorations**01-01-2017**

Exterior holiday decorations of appropriate design and quantity are permitted. December holiday decorations, including typical exterior holiday decorative lights, may be displayed between Thanksgiving Day and January 15th. Decorations for all other holidays must be removed within ten (10) days following that holiday.

Garage Sales, Estate Sales and Yard Sales**01-01-2017**

Other than community garage sales; private garage sales, estate sales, or yard sales are not permitted.

EXTERIOR MODIFICATIONS - CONSTRUCTION ARCHITECTURAL REGULATIONS

Most of the tracts in Niguel Shores were developed as neighborhood units, as opposed to individual lots. The size and shape of the homes, the position on the lot, the architectural style, paint colors, exterior materials, and surrounding landscape were planned to present a pleasing appearance. All of these features contribute to the overall attractiveness of the community. These regulations are intended to preserve the attractive appearance of each neighborhood in the community, but are not necessarily intended to maintain the original architecture in perpetuity.

In accordance with the Association's CC&Rs, the Architectural Committee (AC) has the responsibility to apply the regulations and guidelines fairly and consistently to all applications for exterior changes to an owner's property.

All owners have the responsibility of reading, understanding, and abiding by the CC&Rs and the Rules and Regulations of the Association.

Section 1 of the architectural regulations apply to the general community. Section 2 is derived from the additional regulations noted within each of the Supplemental Tract CC&Rs and on the Association's authority to enact rules interpreting the provisions of the Master CC&Rs and Supplemental CC&Rs. These regulations are divided by neighborhood and will only apply to that specific neighborhood.

The Architectural Committee:

The Architectural Committee (AC) is composed of volunteer members of the Association by appointment of the Board of Directors. The AC is charged with the approval or disapproval of a member's request to develop vacant lots, add new structures, modify existing structures, and make any other exterior modifications.

The AC consists of two divisions, one of which is the View Preservation Committee (VPC). The VPC has the authority to require any member to remove, trim, top, or prune any tree, shrub, or hedge on a lot which it believes unreasonably impedes the view from another lot using the following criteria for evaluation:

- Evaluation is done on a case-by-case basis
- The preservation of view will supersede the preservation of privacy
- Views resulting from improvements will not receive the same degree of protection as a view from an original (unmodified) portion of lot or house structure

SECTION 1 – NSCA ARCHITECTURAL REGULATIONS AND GUIDELINES FOR ALL PROPERTIES

New Construction or Modifications to Home Sites

01-01-2017

- 1) An owner must submit an application to the AC for its review and approval before beginning any demolition or construction of a new home or initiating any external modification of an existing home site. Any owner who starts or completes any construction or modification without first obtaining approval by the AC may face a Board of Directors hearing, incur a fine, and may be subject to further legal action by the Association.
- 2) Plan approvals are rendered null and void if a property is sold, transferred, or changes ownership by any other means unless actual physical demolition or construction on the project has been substantially started. A new application for AC approval must be resubmitted after a change in ownership. If a property changes ownership after demolition or construction has substantially started, the new owner must sign the prior owner's original AC approved plans agreeing to follow the original plans. Any changes must be submitted to the AC for approval as a Change Order.
- 3) The types of construction, external changes, landscaping, and drainage that require an application submittal to the AC include, but are not limited to:
 - a) New home construction, additions, or external modifications to existing homes and attached or related structures.
 - b) Other improvements of home sites, including installation, replacement, modification, construction, or alteration of the following: air conditioning units, awnings, barbecues, decks, doors, driveways, exterior lighting, garage doors, gazebos, hot tubs, landscape and softscape, patio hardscape and patio covers, planters, roofs, skylights, solar panels, spas, street number signs, swimming pools, trellises, walks, walls, fences, weathervanes, and windows.
 - c) Exterior painting or repainting of any structure, including houses, garages, roofs, fences, garden or perimeter walls, planters, etc.
 - d) Temporary structures, including playground equipment, recreational and sports accessories, playhouses, etc.

Consulting Architects and Other Professionals

01-01-2017

- 1) The AC may use the services of a consulting architect and/or other professionals for all new structures, exterior design modifications, or additions to or modifications of existing structures, and may be used in other situations as required by the Association. The AC's designated architect and/or other professional or representative may inspect the property, after consultation with the homeowner, as part of the review of the plans and shall report back to the AC all findings and observations.
- 2) The architect and/or other professionals or representatives of the AC may also check the job during construction and upon completion to ensure compliance with the approved plans and report to the AC whether or not the work has been satisfactorily completed after consultation with the homeowner.

- 3) The fees for the services of the consulting architect and/or other professionals when needed, shall be the responsibility of the owner.

Architectural Fees and Deposits

01-01-2017

Fees and deposits are collected for specific types of projects. No fee will be charged for like-for-like replacement of an existing item or minor improvement with a three (3) month completion date, however a deposit may be required. A small fee and deposit will be required for improvements with a six (6) month completion date. A larger fee and deposit is required on major projects such as, additions, remodels, or new construction with an eighteen (18) month completion date. (Refer to fee and deposit schedule at the end of the rule book).

1) Fees:

a) Consulting Architect fee:

Collected for payment of any cost associated with the use of the consulting architect for the purpose of review of an application, inspection for compliance, or inspection for completion. The cost of these services is the responsibility of the applicant. Any balance of this fee that remains once all costs for the consulting architect have been applied will be reimbursed to the applicant. Additional costs will be charged directly to the owner's account.

b) Processing fee:

Collected as a condition of approval for certain types of construction projects and is for the purpose of covering administrative costs associated with the application. No portion of this fee is refundable.

2) Deposits:

Collected as a condition of approval for projects where Common Area may be used or involved in any construction. This deposit is for the purpose of repairing any damage that occurs as a result of construction. Costs associated with the use of a consulting architect or other professional will be deducted from this deposit prior to reimbursement if no other consultant fee has been collected.

Dumpster and Storage Containers

01-01-2017

Dumpsters and portable storage containers can be placed on the common or private paved areas with the following restrictions.

- 1) The resident must submit an application to the NSCA Management Office for the delivery of a dumpster or portable storage container and receive approval prior to its delivery.
- 2) Upon approval, the resident requesting the dumpster or portable storage container must pay a deposit to the Association for any unit being placed on Common Area.
- 3) Dumpsters or storage containers must not remain for longer than one (1) month unless a written request for approval of an extension is submitted by the applicant and approval is issued by the Association.
- 4) Dumpster sites shall be cleaned daily and may be required to be covered.

Applications and Project Review

01-01-2017

There are two types of applications that may be submitted for consideration by the AC. A Preliminary Application is required for all changes to the exterior profile and/or footprint of a property. The preliminary review is less formal and results in the AC providing advice and counsel about the suitability of the plan. A Final Application for a formal approval or disapproval by the AC. Application must be submitted to the NSCA Management Office by noon at least five (5) business days prior to the scheduled AC meeting.

1) Preliminary Application:

- a) The following is required for review of a preliminary application:
 - Completed application
 - Plan set (paper and electronic)
 - Material details (e.g. product brochures, paint samples, etc.)
 - Payment of the consulting architect fee
- b) The response from the AC at the conclusion of a preliminary review is advisory only. Comments, written or oral, made by the AC, must be considered by the owner as no more than informal guidance. These comments must not be construed as an implied approval of a variance of a rule, or the likely disposition by the AC as to its final approval or disapproval.

2) Final Application:

- a) The following is required for review of a final application:
 - Completed application
 - Required supplemental information (list found within application)
- b) The AC is required to render a decision regarding a final application within forty-five (45) days of the date the application is received. Failure to render a decision within this designated period of time will result in the automatic approval of the application as submitted.
- c) Failure of an owner to comply with the rules for the submission of a final application or to provide all required information, documents, plan specifications, brochures, samples, etc., to the satisfaction of the AC shall result in the disapproval of the application. The owner shall be advised of the deficiencies of the application and may submit for the project again under a new application with the appropriate required information.

3) Project Review:

- a) The AC or its designated architect or other consulting professional may examine a property while considering an application for proposed modification (both under preliminary and final application), and at any time during and upon completion of the construction.
- b) Structure Mockup and Neighbor Notices:
At the request of the Architectural Committee (AC) the applicant will be required to assemble an in-place mockup of the proposed modification for viewing and review by the AC and neighboring properties.

The mockup shall be composed of story poles that create a three dimensional, full scale silhouette structure outlining the location, bulk, and mass the proposed structure will occupy on the site, including the proposed structure's major wall planes, gables, and ridges. Mockup shall be constructed of appropriate lumber and shall be braced as required to ensure they remain correctly positioned and can withstand strong winds and

other environmental elements. Heavy string line shall be placed in between the poles to show the proposed structure. Bright flags no less than two (2) inches in width must be tied to the string with no more than a twelve (12) inch spacing between each flag. Different colored flags must be used to differentiate between building walls, roof elevation, eaves/overhangs, and balconies. A document certifying the accuracy of all dimensions within the mockup as it pertains to the proposed modification will be required for review by the AC prior to notifying neighboring property owners and continuing with the review process.

The mockup is to remain in place for a period of time in order to allow for review and comment by neighboring property owners, for review by the AC, its consulting architect and/or other professionals, or by the NSCA Board of Directors. The mockup must be removed at the end of the designated review period or at the request of the AC or the NSCA Board of Directors.

The owner of any lot within Niguel Shores has the right to submit written or verbal comments about any proposed modification of property. Such comments are important to members of the AC and are encouraged. Only the AC may vote to approve or disapprove any submission and only the Board of Directors will determine final resolution of disputes. Neighbor-to-neighbor agreement to a modification does not constitute approval of a submission or resolution of a dispute.

Approval and Completion Date Limitations

01-01-2017

Exterior modification approved by the Association must be diligently pursued to completion within the designated amount of time.

1) 3-month completion projects:

Replacement of existing items or other minor projects (as identified by the AC) must be completed within three (3) months of the date of approval. A new application and approval will be required for projects not completed prior to the designated completion date. No extension will be granted.

2) 6-month completion projects:

Improvements other than modifications to the building envelope or footprint must be completed within six (6) months of the date approval was issued and will require payment of a construction deposit and processing fee. A new application and approval are required for projects not completed prior to the designated completion date unless an extension has been granted. An applicant may request a one-time extension from the AC of up to 6 months for projects commenced but not completed prior to the designated completion date. Requests must be received in writing prior to the completion date in order to be considered.

3) 18-month completion projects:

Improvements that will alter the building envelope or footprint must be commenced within one (1) year of the date the AC issues conditional approval of the project. Projects not commenced within one (1) year may request a one-time extension of the commencement date from the AC of up to six (6) months. Requests must be received in writing prior to the commencement date in order to be considered.

The project must be completed within eighteen (18) months of the date final approval is issued. Payment of a construction deposit and processing fee is collected following AC review of the City approved plan set. An applicant may request a one-time extension from the AC of up to 6 months for projects commenced but not completed prior to the designated completion date. Requests must be received in writing prior to the completion date in order to be considered. Requests for extensions longer than six (6) months must be approved by the NSCA Board of Directors.

4) Change Orders:

Any intent to change the plan, design, material, or other specifications after a project has received approval must be submitted and approved by the AC prior to commencement of the change. Changes not approved by the AC are considered to be unauthorized modifications and are in violation of the architectural rules.

City of Dana Point Approval

01-01-2017

Approval of a homeowner's application by the AC does not eliminate the owner's responsibility to obtain all necessary permits required by the City of Dana Point when applicable. Any conditional approval by the AC shall be considered null and void without obtaining proper permits and, in the case of a modification to the exterior envelope of the building structure, a City of Dana Point approved set of structural plans. The plan set approved by the City of Dana Point must be provided to the AC for review and confirmation of no deviations from the AC approved plan set prior to receiving final approval of the project and prior to the commencement of construction on any lot. Construction done on the homeowner's property must be in accordance with AC approved plans. Any change to the AC approved plans must be highlighted on the City approved plans for AC review. Failure to resubmit City approved plans will result in a violation notification, Board of Directors hearing, possible fine, cease and desist notice or removal of construction.

Modification Restrictions

01-01-2017

1) Artificial Turf:

Synthetic turf, when approved, must be provided according to the conditions listed below. Synthetic turf must be approved, prior to installation, by the Architectural Committee.

a) Location:

- To be used in front yard, rear and side yard landscaping, only as an enhancement, accessory to or to compliment the main landscaping features and not as a major focal landscaping feature.
- A minimum two (2) foot wide planting buffer or six (6) inch wide concrete or paver mow strip from adjacent property to the synthetic turf is required. In no case shall the synthetic turf be adjacent to regular turf on same or adjoining property.
- Synthetic turf is not permitted on slopes steeper than a slope ratio of 4:1.

- Turf to be located in or near driveways is to be protected from wheel traffic to avoid compressing the turf.
 - Turf must be placed over a proper substrate designed to accommodate the turf. Turf may not be placed over existing grass, dirt or hardscape.
- b) Material:
- The turf must be of a recognized high quality product and must be of the proper color, texture, and density to simulate natural turf. Samples of the proposed turf shall be submitted for review.
 - The turf is to be uniform and defect free with a minimum eight (8) year warranty.
 - The turf located in the front yard is to have a minimum 80-ounce pile / face weight.
 - The turf located in the front yard is to have a minimum pile length of 1½ inches. Putting green turf located in the rear yard may have a ¼ inch pile length.
 - Submit a minimum 12”x12” sample to show engineering/quality with application to the Architectural Committee.
 - Turf must have UV protection, no felt backing or rubber infill and be lead free.
 - General maintenance of the turf will be required, including the removal of leaves and animal waste.
- 2) Auxiliary Buildings:
Where permitted, shall be constructed of materials identical to the residential structure and painted the same colors as the home. Freestanding or attached sheds (utility storage units, dog houses, etc.) shall not be visible from any street, common area, or adjacent property.
- 3) Awnings:
Must be approved prior to installation and awning color must harmonize with the house color.
- 4) Basketball Backboards:
- a) One (1) permitted per residence.
 - b) Mounted backboards must receive approval prior to installation.
 - c) Portable backboards cannot not be placed on the sidewalk, in the street, or set in a manner that would create a safety hazard.
- 5) Berms:
A berm is the ridge at the top of a slope which directs surface water to proper drainage channels towards the front of the lot and to the street in order to prevent such water from draining directly down the slope. The berm on each lot must be maintained and not damaged in order to retain the established drainage pattern and avoid erosion or damage to the slope. No construction is permitted in the NSCA landscape easement maintenance area (18” from the berm into the pad of the lot) or beyond the berm into the slope easement area (except by AC approval in Tract 6988 Breakers Isle).
- 6) Drains:
- a) Structures, plantings or other materials shall not be placed or permitted to remain, nor may other activities be undertaken, including re-grading or changes in ground surface elevation, which might interfere with established slope ratios, create erosion or sliding problems, or interfere with established drainage functions or facilities.
 - b) New drains from private property to the street must be cored through the curb and under the sidewalk (if present). The cored section shall be lined with ABS drain pipe.

7) Fences and Walls:

- a) Slump stone walls and pillars visible from other lots and the street must be covered with an approved material. Walls that face Common Area greenbelts cannot be altered.
- b) Clear and transparent fence (e.g. tempered glass or synthetic equivalent) may be used in place of, or in conjunction with, other permitted materials with a total height not to exceed six (6) feet. Clear and transparent fencing must be maintained in a clean and orderly manner, and in good condition and repair, so that it does not constitute unreasonable view interference or a nuisance to neighboring properties. Clear and transparent fencing cannot be used in place of privacy fencing.
- c) A building extension beyond the six (6) foot high privacy fence (where privacy fences exist as part of the original planned community) is not allowed. In those instances, where the six (6) foot privacy fence extends out further on one side of the lot than the other side, the building may not extend beyond the (imaginary) line drawn between the ends of each six (6) foot privacy fence.

8) Garages and Driveways:

- a) A garage may not be converted into a space used for anything other than parking vehicles.
- b) Items may not be constructed in the garage or stored in the garage that would prevent or otherwise restrict the use of the garage for parking of at least two (2) vehicles.
- c) Driveways may not be changed in direction or orientation on the lot, and may not be altered in a manner that would adjust or reduce the existing building setback or reduce the existing parking capacity on the lot.

9) Painting:

- a) All exterior wall, trim, and fascia of the house and garage structure must match in color and material with the exception of the properties within Tracts, 6782/8038 (Atlantic Gardens), 6883/7203/7573 (Shores Gardens), and 9098 (Villas) where the zero lot line wall may be painted a color that differs from the other structure walls under the approval of the AC.
- b) Slump block walls and pillars visible from outside of the property may not be painted unless a stucco finish is applied first.
- c) Metal flashing, roof vents, utility lines, and pipes must be painted to match the color of the portion of structure to which they are attached.

10) Plantings:

- a) Tall trees that cannot be trimmed (King/ Queen/ Kentia Palms, Star Pines, etc.) are not permitted.
- b) Invasive plants (Bamboo, Ficus, Creeping Fig, etc.) are not permitted.
- c) Drought tolerant plantings are encouraged but must meet the pad level height restrictions.

11) Reserved Easement Areas:

- a) Easement Access: No owner of a lot upon which an easement area is located shall prevent NSCA or the owner of the adjacent lot for whose benefit the easement area was established from gaining reasonable access to the easement to maintain their property.
- b) Slope Easement Area: This easement is located on slopes that are owned by a specific lot but the requirement for maintenance of the slope has been eased to the

Association. No construction of any kind may occur within this easement (including an 18" maintenance break at the top of slope).

- c) Zero Lot Line Easement Areas: This easement is located over the side yard of a lot, along the common boundary line with the adjacent lot. Use of this area is under the following conditions:
 - Easement is for the purpose of the adjacent lot owner to maintain, repair, and replace the zero lot line wall. No item shall be placed on or against the adjacent lot wall, or left in a manner to obstruct access to the adjacent lot wall.
 - Construction in these easement areas is limited to such modifications as landscaping (plants and ground cover) and free standing fences or wall with access gates.
 - No construction may obstruct or change the direction of the drainage or increase the volume of flow to the street.
 - Hardscape cannot be installed in a way that would touch the walls of the adjacent lot.
 - Soil abutting the adjacent residence must remain at least four (4) inches below the weep screed or foundation and must be sloped away from the adjacent residence so that water is directed to flow into a proper drainage system.
- d) Reverse Easement Areas (Tract 6935 Broadmoor Homes): This easement is an extension of one lot that can only be access using the side yard of the adjacent lot. The lot with access to the easement has limited use of this area. Use is under the following conditions:
 - Construction in these easement areas is limited to such modifications as landscaping (plants and ground cover) and free standing fences or wall with access gates.
 - Patios and other hardscape elements must be constructed outside of the easement area.
 - Soil abutting the adjacent residence must remain at least four (4) inches below the weep screed or foundation and must be sloped away from the adjacent residence so that water is directed to flow into a proper drainage system.

12) Roof Heights and Building Additions:

- a) Vertical raising of roof lines - The roof line of any residence is limited to the highest existing ridge, except for some properties in Tract 7447 (Berkus Homes) and considered on a case-by-case basis.
- b) The height of all new houses and additions to existing houses shall be limited to avoid unreasonable view interference, and unreasonable privacy invasion.
- c) One-story houses shall not exceed fifteen (15) feet in height above the original grade and two-story houses shall not exceed the existing vertical roof line. Some single story properties in Tract 7447 (Berkus Homes) may be converted to a two-story property not to exceed twenty-two (22) feet above original grade.
- d) The addition of a second story to any one-story house is not allowed, except for some properties in Tract 7447 (Berkus Homes) as considered on a case-by-case basis.
- e) The construction of a single new home or modification of two existing homes to create a single new home, on two or more combined adjoining lots is not permitted.
- f) The construction of a second dwelling or multiple dwelling units on one property is not permitted.

13) Roof Material:

- a) Repair - Any modification of the roof material that does not exceed 30% of the overall roof. A repair does not require Association approval. Roofing material must match existing in color and texture.
- b) Replacement – Any modification that requires removal and replacement of more than 30% of the roofing material. A replacement requires approval prior to commencement.
- c) Flat Roofs – Gravel or synthetic material may be used. White or light reflective colors are not permitted.
- d) Pitched Roofs – Clay, concrete, dark colored metal, or simulated wood material is permitted. Wood, asphalt, or asphalt composite material is not permitted.

14) Roof Projections:

No construction shall be placed or permitted to remain above the roof structure of any residence except for the following: solar panels, satellite dishes with a diameter measurement of 36” or less, weather vanes, chimneys, and vent stacks. Chimneys, including the cap and any fire arrester, shall be no higher than the minimum height of the chimney required by the City of Dana Point Building Code. No items may be attached to or project from the chimney. Roof decks are not permitted.

15) Satellite Dish (subject to FCC regulations and any other applicable laws):

- a) May not exceed one (1) meter (39.37) or 36” in diameter.
- b) May not be mounted to chimneys or other projections above the roof structure.
- c) Must be reasonably screened and concealed so long as such screening and concealment does not increase the cost of installation, unreasonably delay the installation, or render reception of an unacceptable signal.
- d) Require submittal of application prior to installation.
- e) All mounting hardware and wiring must be painted to match the portion of house structure they are attached or adjacent to.

16) Service (Side) Yards and Clothesline Areas:

All service yards (side yards) and clothesline areas will be enclosed or fenced so they are reasonably obstructed from view of any street or neighboring lot(s).

17) Signs and Flags:

- a) Occupant identification, private security company information, or street number signs may be installed at the owner’s discretion.
- b) Political signs are permitted on private property only during a campaign period and must be removed directly following the election.
- c) During actual construction a single sign for a construction company may be placed in the front yard of the lot. The sign may not exceed eighteen (18) inches by twenty-four (24) inches.
- d) One (1) wall mounted bracket for displaying portable flags or banners may be positioned on a house or fence at the owner’s discretion.
- e) Freestanding flagpoles must receive approval prior to installation.
- f) Flags must be replaced or removed when they become tattered, worn, or torn.
- g) Commercial signs and signs other than non-commercial, occupant identification, private security company information, or street number are not permitted except for real estate signs, as follows:
 - A member may display one (1) sign advertising the residence for sale, lease or

rent. The sign shall be no larger than four (4) square feet, including any informational riders and shall be done in a professional manner. Signs may not be placed upon the NSCA's common areas or slope easement areas. Signs placed in these areas will be immediately removed by the NSCA and taken to the NSCA office for storage. Signs not claimed by their owners within five (5) days of removal will be disposed of by the maintenance staff.

- The sign may be placed inside the home, facing out through a front window. The sign may also be affixed to a metal stake that is less than one (1) inch in diameter and placed in the front yard. Signs may not be affixed to wooden 2x2 or 4x4 posts, affixed to fences, or affixed to the home's exterior building surface.
- Realty signs shall be removed after close of escrow.

18) Skylights:

Skylights must be non-reflective, flat or low profile, and frames must match or blend with the color of the roof. Electrical lighting under the skylights within the home must not emit visually distracting illumination during hours of darkness.

19) Slopes:

- a) Building setback for top and toe (bottom) of slope is a minimum of ten (10) feet.
- b) No construction is permitted on any Common Area slope or any slope where the Association has an easement for maintenance (except for Tract 6988 Breakers Isle under limited conditions).

20) Solar Panels:

Solar panels are permitted under California statutes. Submittal is required prior to the installation of any solar panel and all approvals will be issued with the condition that installation is done with dark frames and in a manner that conceals the hardware and other mechanical components.

21) Utilities:

- a) All piping, wiring and cabling for utilities must be concealed.
- b) Meters or meter boxes should be concealed if permitted by the utility company.
- c) For areas where the Association has a recorded utility easement, two (2) 6" PVC pipes must be placed under the driveway where the driveway abuts the sidewalk in order to facilitate maintenance of NSCA electrical and water lines.

22) View and Privacy:

Any building or other structural addition of any kind (including but not limited to fences, trellises, arbors, etc.) shall not unreasonably interfere with the ocean or other natural view from another property or unreasonably interfere with privacy or natural light. Any projection from a structure that acts as an outdoor living space may not contain sunshades, screens, or any object or structure that will enclose the outdoor living space and/or unreasonably interfere with the view from a neighboring property.

23) Water Disposal:

All water waste from a swimming pool, spa, or hot tub must be disposed of through a public sewer system in accordance with the requirements of the City of Dana Point.

LANDSCAPE MAINTENANCE/VIEW BLOCKAGE

Pad Level Plantings

01-01-2017

Unless such height does not unreasonably interfere with the view from the complainant's lot, no tree or shrub growing on private property at pad level shall be allowed to exceed the height of the highest elevation of the nearest adjoining roof segment. In areas where an unreasonable lateral view obstruction is involved, plantings at pad level are limited to a height of three (3) feet, or the height of side yard walls or fences in the lateral view lines at the view end of the viewing house. Regardless of its height, no tree or shrub may impede the view from any lot, as reasonably determined by the Architectural Committee or View Preservation Committee.

Slope Plantings

01-01-2017

Unless such height does not unreasonably interfere with the view from the complainant's lot, no tree or shrub growing on a slope shall be allowed to grow higher than three (3) feet above the top of the slope or bank. No planting shall be permitted to remain on any slope which might damage or interfere with established slope ratios, create erosion or sliding problems or interfere with established drainage functions of facilities. Regardless of its height, no tree or shrub may impede the view from any lot, as reasonably determined by the Architectural Committee or View Preservation Committee.

Planting Maintenance

01-01-2017

All landscaping, including shrubs, trees, grass and other plantings shall be neatly trimmed, properly cultivated and maintained continuously by the owner in an orderly condition. At the end of life, above-ground vegetation must be removed.

Easement Plantings

04-18-2007

Any plantings within a private easement area must be submitted to and approved by the AC. Trees and other plants must be planted far enough away from adjacent property to not cause damage to roofing, plumbing, drainage, foundations, and other elements of a neighboring property. Damaging trees and other plants must be trimmed or removed from the easement area. Owners may not plant within an Association easement area.

SECTION 2.
SUPPLEMENTAL ARCHITECTURAL REGULATIONS (TRACT SPECIFIC)

SEA TERRACE TOWNEHOMES I, TRACTS 6881, 6884, 7515 (Map Areas: H, I, J)
SEA TERRACE TOWNEHOMES II, TRACT 8602 (Map Area: M)

Sea Terrace I and II are designed to have a mix of one- and two- story homes. These homes were designed and located as attached townhomes in sections of two or three units per building. The location and number of the two-story units with respect to the one-story units was planned to optimize the views of all the townhomes.

Modification Restrictions

01-01-2017

Easements:

- 1) Front Yard Easements: Extends from the inside of the front sidewalk or curb line to the front fence/wall. Landscape maintenance easements have been granted to NSCA for the entire front yard area of each lot. Improvements or changes of any kind within these easement areas by the owner are limited. Conditions of AC approval require and include, but are not limited to:
 - a) The improvement is fully described in a covenant running with the land that is recorded as part of the title to the property. The covenant provides that the owner and his/her successors and assigns are responsible for future repair, maintenance and replacement of the improvement or change. If the improvement includes an exterior wall or fence, the Sea Terrace I, or II Association, as appropriate, shall also be a party to the covenant.
 - b) The consent and execution of the covenant by the NSCA Board of Directors shall be recorded in connection with the approved improvement.
 - c) All costs associated with the drafting and recording of the covenant will be the responsibility of the owner.

Painting:

- 1) Units and fences must be painted the color assigned to them by the sub-Association.
- 2) Garage doors in Sea Terrace I must match either the house or trim color or they must be white.
- 3) Garage doors in Sea Terrace II must be white.

Roofs:

- 1) Roofs must be replaced with an approved material in a brown or grey color.
- 2) Stone coated steel roofs are acceptable but metal seam roofs are not permitted.

Setbacks:

- 1) Front Setbacks
 - a) Minimum twenty (20) feet from front property line.
- 2) Rear Setbacks
 - a) Minimum ten (10) feet back from top or toe of slope.
- 3) Side Setbacks
 - a) No setback for zero lot line or adjoined walls.

- b) Minimum three (3) feet from side property line on end units facing another building.
- c) Minimum five (5) feet from side property line on end units facing a Common Area greenbelt.

Siding:

- 1) Options:
 - a) Vertical Lap Siding (to match existing T-111 siding).
 - b) Horizontal Lap Siding, which simulates wood and has a six (6) inch exposed face.
 - c) Shingle Siding in a straight edge panel.
 - d) Stucco in a smooth or sand finish.
 - e) Accent Material – stacked stone veneer, brick veneer.
- 2) Restrictions:
 - a) All material on the exterior walls of the unit (not building) must match.
 - b) The amount or type of accent material that may be used on any section of an exterior wall will be determined by the AC on a case-by-case basis.
 - c) Material transitions are to occur at inside corners.

Walls and Fences:

- 1) Garden Walls and Fences:

The garden wall or fence facing the front courtyard may be replaced with wood, synthetic-simulated wood, vinyl, slump stone or concrete block covered with stucco, or removed completely.
- 2) Privacy Fence (6' fence):

The six (6) foot privacy fence line is an imaginary line drawn between the outward ends of the two six (6) foot high privacy fences that run along the sides of a townhome in the back yard area.

 - a) No construction is permitted to extend beyond the privacy fence with one exception that a thirty-six (36) inch roof overhang may extend beyond this line.
 - b) Cannot be changed in height or length.
 - c) In Sea Terrace I only, the existing six (6) foot privacy fences may be replaced with wood, synthetic-simulated wood, slump stone, or concrete block covered with stucco.
 - d) In Sea Terrace II only, the high backyard wooden fence may only be replaced with wood or synthetic-simulated wood material.
- 3) View Fence (3' fence):

The approximately three (3) foot high fences across the sides and back of the townhouse properties allows for lateral views from the back yards of the townhouses

 - a) Cannot be changed in height or length.
 - b) Except as provided below, existing three (3) foot wood fences may be replaced with solid wood, solid synthetic-simulated wood, slump stone, blocks/bricks, wrought iron, concrete block covered with stucco, of specified color and size to match with the same materials found throughout the community.
 - c) In Sea Terrace II only, lots where the rear yard faces either Selva Road or La Cresta Drive are required to have a three (3) foot high rear yard block perimeter wall.

VILLAS, TRACT 9098 (Map Area: N)

The Villas are one-story detached homes built close to lot lines with as little as three feet between neighboring houses.

Modification Restrictions

01-01-2017

Painting:

- 1) The exterior stucco surfaces of a home, garage, garage door, and the interior property wall (facing toward the house) are to be painted using the following Dunn-Edwards (or equivalent) colors:

DEC 722 Baja White	DEC 772 Navajo White	DEC 747 Sahara
DEW 339 Bone China	DEC 748 Oyster	DEW 336 White Sand
DEC 741 Bone White	DEW 328 Pearl White	
DEC 762 Milkweed	DE 6213 Fine Grain	

- 2) The trim is to be painted using the following Dunn-Edwards (or equivalent) colors:

DEC 752 Birchwood	DEC 750 Bison Beige	DEC 767 Riverbed
DE 6132 Big Stone Beach	DEC 718 Mesa Tan	DEC 715 Sandal
DEC 755 Cocoa	DEC 756 Weathered Brown	DEC 759 Hickory
DEC 770 Drifting	DE 6215 Wooden Peg	

- 3) Standard white may also be used for the garage door, provided the gutters, and/or the window frames are also white.
- 4) The surfaces of the property line walls facing toward Garibaldi, Via Del Cielo, or Selva Road, or any common area greenbelts must be painted at the same time using Dunn-Edwards Bone White (DEC 741), or equivalent.
- 5) Before repainting, all clinging vines and their tendrils must be removed from all exterior surfaces of houses and border walls. All walls and garage doors must be painted at the same time.

Setbacks and Building Restrictions:

- 1) Flat roofs on these houses are designed to provide openness between these houses and must be retained if the structure is modified.
- 2) No second story additions are permitted.
- 3) No deck shall be allowed to be constructed on or over any roof or patio cover.
- 4) Front
 - a) Minimum of twenty (20) feet from the front property line.
- 5) Rear
 - a) Minimum ten (10) feet setback from rear property line or top of slope.
- 6) Side
 - a) Building walls have a minimum setback of five (5) feet from the side property line unless the original building set back is three (3) feet, then the original three (3) feet setback is permitted to remain.
 - b) Roof overhangs have a minimum setback of three (3) feet from the side property line.

BERKUS HOMES, TRACT 7447 (Map Area: G)

The Berkus Homes are designed to have a balanced mix of one – and two- story detached houses. The site dimensions of this tract could lead to consideration of a second story to a one-story house on certain lots and may be approved on a case-by-case basis.

Modification Restrictions

01-01-2017

Fences and Walls:

- 1) The existing three (3) foot rear and side yard fences or walls on lots at the top of the slope are for the purpose of providing a lateral view from the rear yard and may not be increased in height unless the extension is clear glass.
- 2) Retaining walls, front or side may be added with the following conditions:
 - a) The retaining wall must be at least three (3) feet from the back of the sidewalk for a retaining wall up to six (6) feet in height.
 - b) The retaining wall must be at least four (4) feet from the back of the sidewalk for a retaining wall greater than six (6) feet but less than seven (7) feet in height.
 - c) The retaining wall must be at least five (5) feet from the back of the sidewalk for a retaining wall greater than seven (7) feet but less than eight (8) feet in height.
 - d) Retaining walls greater than eight (8) feet in height are not permitted.
 - e) The space between the sidewalk and retaining wall is to be used for plantings
 - f) Rear yard retaining wall are approved on a case-by-case basis.

Setback and Building Restrictions:

- 1) Front Setback
 - a) Front entering garages – minimum building setback of twenty (20) feet from front property line.
 - b) Side entering garages – minimum building setback of twenty-five (25) feet from front property line. The entry point and location of a side entering garage may not be altered.
- 2) Rear Setback
 - a) Minimum building setback of ten (10) feet from top or toe of slope, or rear property line where no slope exists.
- 3) Side Setback
 - a) Minimum building wall setback of five (5) feet.
 - b) Minimum roof overhang setback of three (3) feet.

BROADMOOR HOMES, TRACT 6935 (Map Area: A)

The Broadmoor Homes were designed as one-story detached homes built with a reverse easement. A reverse easement is the three (3) foot strip of land located adjacent to the neighboring property side yard. It is owned by one lot and eased to the neighboring lot for limited use.

Modification Restrictions

01-01-2017

Reverse Easement Areas:

- 1) Use is under the following conditions:
 - a) Construction in these easement areas is limited to such modifications as landscaping (plants and ground cover) and free standing fences or wall with access gates.
 - b) Patios and other hardscape elements must be constructed outside of the easement area.
 - c) Soil abutting the adjacent residence must remain at least four (4) inches below the weep screed or foundation and must be sloped away from the adjacent residence so that water is directed to flow into a proper drainage system.
 - d) No drainage systems are to be modified.

Setbacks and Building Restrictions:

- 1) Front Setback
 - a) Minimum building setback for lots with a front entering garage structure is ten (10) feet.
 - b) Minimum building setback for lots with a side entering garage structure is twenty (20) feet.
- 2) Rear Setback
 - a) Minimum building setback of ten (10) feet from top of slope or rear property line where no slope exists.
- 3) Side Setback
 - a) Side of building facing easement - minimum building wall setback of five (5) feet from property line and minimum roof overhang setback of three (3) feet from property line (easement area not included).
 - b) End of street lots – minimum building wall setback of five (5) feet from property line and minimum roof overhang setback of three (3) feet from property line.

ATLANTIC GARDEN HOMES, TRACTS 6782, 8038 (Map Areas: K, L)

The Atlantic Garden Homes were built and designed as one-story detached homes built with a zero lot line easement. The easement is located over the side yard of a lot, along the common boundary line with the adjacent lot and is for the purpose of the adjacent lot owner to maintain, repair and replace the zero lot line wall. Use of this area is limited.

Modification Restrictions

01-01-2017

Easement Areas:

- 1) NSCA landscaping maintenance area – This area extends from the front sidewalk to the front fence or wall of various residences. The landscape and irrigation on this portion of the lot is maintained by the Association unless the lot owner revokes such Association maintenance and accepts maintenance (landscape and irrigation) responsibility in writing.
- 2) Zero Lot Line Easement - Use of zero lot line easement is under the following conditions:
 - a) Easement is for the purpose of the adjacent lot owner to maintain, repair, and replace the zero lot line wall. No item shall be placed on or against this wall, or left in a manner to obstruct access to this wall.
 - b) Construction in these easement areas is limited.
 - c) No construction may obstruct or change the direction of the drainage or increase the volume of flow to the street.
 - d) Hardscape cannot be installed in a way that would touch the wall(s) of the adjacent lot.
 - e) Soil abutting the adjacent residence must remain at least four (4) inches below the weep screed or foundation and must be sloped away from the adjacent residence so that water is directed to flow into a proper drainage system.

Setbacks and Building Restrictions:

- 1) Front
 - a) Homes with front entering garage structures have a building setback of twenty (20) feet.
 - b) Homes with side entering garage structures have a building setback of twenty-five (25) feet. The entry point and location of a side entering garage may not be changed.
- 2) Rear
 - a) Minimum building setback of five (5) feet unless the property was originally constructed with a rear zero lot line.
- 3) Side
 - a) Minimum building setback of five (5) feet.
 - b) Minimum roof overhang setback of three (3) feet.

SHORES GARDEN HOMES, TRACTS 6883, 7203, 7573 (Map Areas: D, E, F)

The Shores Garden Homes were built and designed as one- and two-story detached homes built with a zero lot line easement. The easement is located over the side yard of a lot, along the common boundary line with the adjacent lot and is for the purpose of the adjacent lot owner to maintain, repair and replace the zero lot line wall. Use of this area is limited.

Modification Restrictions

01-01-2017

Easement Areas:

- 1) NSCA landscaping maintenance area – This area extends from the front sidewalk to the front fence or wall of various residences. The landscape and irrigation on this portion of the lot is maintained by the Association unless the lot owner revokes such Association maintenance and accepts maintenance (landscape and irrigation) responsibility in writing.
- 2) Slope Easement – This easement is located on slopes that are owned by a specific lot owner but the requirement for maintenance of the slope has been eased to the Association. No construction of any kind may occur within this easement (includes an 18” maintenance break at the top of slope).
- 3) Zero Lot Line Easement - Use of zero lot line easement is under the following conditions:
 - a) Easement is for the purpose of the adjacent lot owner to maintain, repair, and replace the zero lot line wall. No item shall be placed on or against this wall, or left in a manner to obstruct access to this wall.
 - b) Construction in these easement areas is limited.
 - c) No construction may obstruct or change the direction of the drainage or increase the volume of flow to the street.
 - d) Hardscape cannot be installed in a way that would touch the walls of the adjacent lot.
 - e) Soil abutting the adjacent residence must remain at least four (4) inches below the weep screed or foundation and must be sloped away from the adjacent residence so that water is directed to flow into a proper drainage system.

Setbacks and Building Restrictions:

- 1) Front
 - a) Homes with front entering garage structures have a building setback is twenty (20) feet.
 - b) Homes with side entering garage structures have a building setback of twenty-five (25) feet. The entry point and location of a side entering garage may not be changed.
- 2) Rear
 - a) Minimum building setback for lots not abutting a downward slope is five (5) feet unless the property was originally constructed with a rear zero lot line.
 - b) Minimum building setback for lots that abut a downward slope is ten (10) feet.
- 3) Side (first floor specific)
 - a) Minimum building setback of five (5) feet.
 - b) Minimum roof overhang setback of three (3) feet.
- 4) Second Floor (specific)
 - a) Minimum five (5) foot building setback from zero lot line wall.
 - b) Minimum three (3) foot overhang setback from the zero lot line wall.

- c) Minimum eight (8) foot overhang setback from the lot line opposite zero lot line side.
Minimum ten (10) foot building setback from lot line opposite zero lot line side.
- d) Expansions may not exceed 70% of the existing first floor living area.
- e) Properties where the second floor already exceeds the setback requirements noted within this rule may not be altered or they will be required to follow the setback requirements that exist at the time of their alteration.

CUSTOM HOMES, TRACT 7156, (Map Area: B)

The Custom Homes are designed as one-story detached houses. The Association has a slope maintenance easement recorded against lot.

Modification Restrictions

1-01-2017

Easement:

- 1) Slope Easement – This easement is located on slopes that are owned by a specific lot but the requirement for maintenance of the slope has been eased to the Association. No construction or planting of any kind may occur within this easement (includes an 18” maintenance break at the top of slope).

Setbacks and Building Restrictions:

- 1) Front
 - a) Minimum building setback from front property line is four (4) feet.
- 2) Height
 - a) Maximum building height is fifteen (15) feet above original grade.
- 3) Rear
 - a) Minimum building setback is ten (10) feet.
- 4) Side
 - a) Minimum building setback is five (5) feet.
 - b) Minimum roof overhang setback is three (3) feet.

BREAKERS ISLE, TRACT 6988, (Map Area: C)

The homes on Breakers Isle consist of two and three (3) stories. The three-story homes are constructed with one basement story below original grade that is set into the adjustable slope control easement area.

Modification Restrictions

01-01-2017

Setbacks and Building Restrictions:

- 1) Front
 - a) Minimum building setback from property line is two (2) feet.
- 2) Height
 - a) Maximum building height is twenty-four (24) feet above original grade.
- 3) Side
 - a) Minimum building setback is five (5) feet.
 - b) Minimum roof overhang setback is three (3) feet.
- 4) Rear
 - a) The rear wall of the building cannot be moved forward (toward the ocean) from its existing location. In determining the existing location of the rear wall, architectural elements such as balconies, decks and patios are not to be considered a part of the rear wall. No architectural elements, such as balconies, decks, patios or other structures on decks, balconies or patios may be moved forward (toward the ocean) from their existing locations, unless the AC in their sole discretion determines that they do not unreasonably interfere with the view from other properties.

Slope Control Easement:

This area extends from the pad grade (street level) to the toe (bottom) of the slope. The Association has a recorded easement for maintenance of this slope. A portion of the recorded easement may be altered upon approval of the AC and the NSCA Board as provided under the supplemental CC&R's for Tract 6988. The amendable easement area is restricted to the portion of slope located between the pad grade and the maintenance access walkway. An application for encroachment or improvement on or within this easement requires a ninety (90) day review period by the AC and the NSCA Board of Directors and Owners waive the forty-five (45) day review period by applying to make improvements within the Slope Control Easement.

- 1) Modification Restrictions for Slope Improvements
 - a) Ground level (first floor) decks, patios, and enclosed space below the ground level may not extend or project past the existing rear top of slope.
 - b) Code required guardrail systems are to be clear, frameless cantilevered glass designed with minimal vertical support to minimize lateral and beach view obstruction from adjacent properties.
 - c) Stairs are to be designed and placed to minimize lateral and beach view obstruction from adjacent properties.
 - d) Elevations (heights) of below ground level improvements must be designed to minimize view obstruction of the beach from adjacent properties.
 - e) Below ground level (below first floor) exterior improvements such as pools, spas, decks, patios, walls, fences and other constructed objects must be setback a minimum of five (5) feet from the inland most face of the beach

access walkway fence / wall and limited to no greater than seven (7) feet high. For each additional foot of height, the constructed object must be setback an additional foot. One set of at grade steps and handrails leading to the beach access walkway may encroach into this setback area. The setback area is to be landscaped and irrigated.

- f) Shade structures (other than portable table umbrellas) may not be constructed or placed in the below ground level improvements.
 - g) Below ground level (below first floor) landscaping is to be low level to minimize beach view obstruction from adjacent properties.
 - h) Exterior lighting of the below ground level improvements is to be designed to reduce light pollution. Lighting must be designed to be low level and directed downward to minimize glare from adjacent properties.
- 2) Applications and Approvals
- a) All applications must include:
 - An engineer’s report.
 - A soil report.
 - A landscape plan including irrigation and drainage.
 - Complete, detailed construction plans (including perimeter safety fences or guardrails) with accurate grades and heights on improvements, and such other reports and information as may be required by the AC or Board of Directors.
 - b) Conditions of approval shall require and include, but not limited to:
 - The improvement area is fully described in a covenant running with the land that is executed by NSCA and recorded as part of the title to the property. The covenant provides that the owner and his/her successors and assigns are completely responsible for future repair, maintenance and replacement of such improvement or change, and indemnify NSCA against all claims arising from such improvement(s).
 - The consent of the Board of Directors to placement of improvements on NSCA's slope control area easement and execution of the covenant by NSCA to be recorded in connection with the approved improvement.
 - Fees and costs that are to be paid by the owner are:
 - Processing fees covering legal and architectural costs for preparation and recording of the covenant and any other expenses related.
 - Any additional charges in excess of the processing fee pertaining to filing fees, photo copies, legal fees, etc.

DEFINITIONS

Abandoned	The cessation of use and maintenance of a property by the owner thereof with no intention of resuming the use of the property. Vacant properties offered for sale or rental, but effectively maintained in an orderly manner shall not be construed to be abandoned.
Abutting Land	A parcel of land having a common boundary with another parcel of land including parcels which have no common boundary other than a common corner.
Accessory Building or Structure	A building or structure which is incidental to the principal structure, and not designed for human habitation. Such structures may be attached to or detached from the primary structure. Typical accessory buildings or structures would include garages, gazebos, workshops, sheds and patios.
Accessory Living Quarters	Shall mean living quarters within the primary structure or an accessory structure for the sole use of persons employed on the premises, relatives or guests of the occupants of the premises, having no kitchen or cooking facilities and not rented or otherwise used as a separate dwelling.
Accessory Use	A use of a portion of land or building which is customarily and clearly incidental and subordinate to the principal use of the land or building which is located on the same lot as such principal use. Accessory uses typically are very small in proportion to the principal use.
Addition	Any construction that is attached to an existing building or facility and which increases the size or capacity of a building or facility in terms of site coverage, height, length, width, or gross floor area.
Agent	Any person authorized to act for the owner of a property by virtue the express terms of a written contract, a proof of contract to purchase, or a lease to the property.
Alteration	Any change in the supporting members of a structure such as bearing walls, partitions, columns, beams or girders, floor joists or roof joists, roof rafters, foundations, piles, or similar components.
Antenna	An electronic device comprised of one or more integrated elements which receives and transmits radio waves to provide commercial and non-commercial wireless telecommunication services.
Applicant	A member of the Association or their authorized agents.

Application	The form, information, exhibits and fees submitted by an applicant for purposes of requesting approval of a proposed exterior modification.
Architect	An individual skilled and experienced in the design and construction of structures and licensed by the State of California to use the title 'Architect'.
Awning	A roof-like cover that is attached to, and projects from, the wall of a building for the purpose of shielding from the elements.
Balcony	A platform that projects from the wall of a building, typically above the first level, and is surrounded by a rail, balustrade, or parapet.
Basement	Living or storage area which is constructed wholly underground, meaning below the exterior finished grade (as originally graded by the Declarant) on all sides, with no more than 20% of the lineal footage of the exterior wall broken by light wells, no light well wider than four feet and no light well within six feet of another light well.
Bay Window	A window or group of windows projecting from a room.
Bedroom	Any habitable room other than a bathroom, kitchen, dining room or living room.
Berm	A small mound of earth, usually located at the top of a slope sufficient to direct water from the building pad away from the slope.
Bicycle	A device upon which any person may ride, propelled exclusively by human power through a belt, chain, or gears, and having one or more wheels.
Building	Any structure used or intended for supporting or sheltering any use or occupancy.
Building Height	The vertical distance, measured from the exterior finished grade (as originally graded by the Declarant).
Building Pad	The level area of a lot (as originally graded by the Declarant) designed for the construction of buildings and structures.
Building Site	A lot or contiguous lots of land which provides the area and open spaces required for construction of a building or buildings, and which abuts a public or private street, alley or easement.
Camper	A structure designed to be mounted upon a motor vehicle to provide facilities for human habitation or camping purposes.

	A camper having one axle is not considered a vehicle.
Chimney	A vertical structure extending vertically above the roof of a building for the purpose of carrying off heat, smoke, soot, and/or ash.
Common Area	Parcels owned by the Association for the common use and enjoyment of the owners of property within Niguel Shores.
Courtyard	An open, unoccupied space, which is unobstructed from ground to sky, other than a yard, on the same lot with a building and bounded on two or more sides by the walls of a building.
Deck	A platform, either freestanding or attached to a building that is supported by pillars, posts or walls.
Declarant	The person or group of persons designated in the declaration as declarant, or if no declarant is designated, the person or group of persons who sign the original declaration or who succeed to special rights, preferences, or privileges designated in the declaration as belonging to the signator of the original declaration.
Draftsman	A person who makes mechanical drawings, an artist skilled in a drawing, a person who draws up documents.
Driveway	A paved access way providing direct vehicular access to a garage, parking area or use which requires vehicular access.
Drone	An unmanned aircraft or ship guided by remote control or onboard computers
Easement	An interest in real property owned by another that entitles its holder to a specific limited use or privilege, such as slope maintenance easement or homeowner maintenance easements.
Eave	See 'overhang, roof'.
Electric or Motorized Bicycle	A bicycle equipped with an electric motor that either provides assistance when the rider is peddling or may exclusively propel the bicycle.
Elevation	A scale drawing of the front, rear, or side of a building structure.
Fence	A solid, opaque, clear, or open barrier above ground intended to enclose or mark a boundary.
Garage	An enclosed building or structure, or part thereof, used or intended to be used for the parking of motor vehicles.
Golf Cart	A motor vehicle having not less than three wheels in contact

	with the ground, and designed to carry golf equipment and not more than two persons, including the driver. (see also 'low speed vehicles)
Grade, Existing	The elevation of the ground (as originally graded by the Declarant) which exists prior to the start of any site preparation, grading, or construction related to the project being proposed.
Greenbelt	An open area, cultivated, landscaped or maintained in a natural state, which surrounds or is adjacent to development.
Hardscapes	Any durable material or feature installed in or around a landscaped area, such as pavements or walls.
Hedge	A grouping of vegetation, composed exclusively of shrubs or bushes, planted, grown, maintained and shaped in a linear pattern which forms a solid barrier similar in shape and proportion to a fence or wall.
Household Member	Individual residing on-site with the Owner full-time.
Improvement	As pertaining to an architectural item or element – To either remove and replace an existing item with new material/ location or install a new item altogether.
Landscape Contractor	A person licensed by the State of California to construct, maintain, repair, install, or subcontract the development of landscape systems.
Landscaped Area	All the planting areas, turf areas, and water features in a landscape design plan subject to the maximum applied water allowance and estimated applied water use calculations. The landscaped area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designed for non-development (e.g., open spaces and existing native vegetation).
Landscape Plan	A plan which indicates the type, size and location of vegetative and accent material proposed for the covering of all area of a site not covered by a building, including all irrigation and other devices necessary to maintain such landscaping.
Landscaping	Area devoted to or developed and maintained primarily with native or exotic plant material including lawn, ground cover, trees, shrubs, and other plant materials Landscaping may also include small amounts of accessory decorative outdoor landscape elements such as ponds, fountains, and paved or decorated surfaces, (excluding

	driveways, parking, loading, or storage areas), and sculptural elements, all of which are suitable designed, selected, installed, and maintained to enhance a site.
Loitering	Stand or wait around idly or without apparent purpose.
Lot	Any numbered plot of land shown upon any recorded subdivision map of Niguel Shores or any portion thereof with the exception of Common Areas as herein above defined.
Lot Line	The lines bounding a lot as defined herein.
Low Speed Vehicle	Is similar to a golf cart except that it is not designed specifically to carry golf equipment. Is also known as a 'neighborhood electric vehicle'.
Member	Individual listed on the deed (See also 'Owner'). Has voting rights, and is responsible for all activity relating to the property.
Mobile Home/ Motorhome	A trailer coach which is in excess of 102 inches in width, or in excess of 40 feet in overall length measured from the foremost point of the trailer hitch to the rear extremity of the trailer.
Motorcycle	A motor vehicle having a seat or saddle for the use of the rider, designed to travel on not more than three wheels in contact with the ground. A three-wheeled motor vehicle that has a partially or completely enclosed seating area for the driver and passenger is not a motorcycle.
Motorized Scooter	Any two-wheeled device that has handlebars, has a floorboard that is designed to be stood upon when riding, and is powered by an electric motor. This device may also have a driver seat that does not interfere with the ability of the rider to stand and ride and may also be designed to be powered by human propulsion.
Motor Vehicle	A vehicle that is self-propelled. Does not include a self-propelled wheelchair, motorized tricycle, or motorized quadricycle, if operated by a person who, by reason of physical disability, is otherwise unable to move about as a pedestrian.
New Construction	All the existing structure(s) or hardscape and landscape are entirely removed and replaced on a lot.
Open Space	Shall mean any parcel or area of land or water set aside, dedicated, designated or reserved for public or private use enjoyment.
Original Grade	The grade level existing at the time of most recent house

	purchase.
Overhang, Roof	That portion of a roof which extends beyond the vertical façade or face of a lower wall.
Owner	Individual listed on the property deed (See also ‘Member’).
Parapet	The extension of the walls of a building above the roof level.
Park or Parking (vehicle)	The standing of a vehicle, whether occupied or not, otherwise than temporary for the purpose of and while actually engage in loading or unloading merchandise or passengers.
Parcel	An area of land under one ownership that has been legally subdivided, has a Certificate of Compliance or was combined in accordance with the Subdivision Map Act and which is shown as a single parcel on the latest equalized assessment roll.
Passenger Vehicle	Any motor vehicle, other than a motor truck, truck tractor, or a bus, and used or maintained for the transportation of persons.
Permit	An authorizing document issued by local agencies for new construction or rehabilitated landscape.
Pervious	Any surface or material that allows the passage of water through the material and into the underlying soil.
Porch	A covered pedestrian entrance to a building which is on the first floor level.
Recreational Vehicle (RV)	A motor home, slide-in camper, travel trailer, truck camper, or camping trailer, with or without motive power, designed for human habitation for recreational or emergency occupancy.
Repair (of existing item)	As pertaining to an architectural item or element – To restore a portion of an existing item using the same material without removing the item in its entirety, or changing its size, shape or placement.
Replacement	As pertaining to an architectural item or element – To completely remove and reinstall an existing item.
Roof Deck	A structure that is constructed above the top plate line of a structure, accessed from below the top plate line, and which is designed to function as an outdoor patio or observation area.
Room	An area within a building that is fully enclosed by walls, a ceiling and a floor, including at least one door way access and which may include a door(s) or window(s).
Satellite Dish	Any antenna in the shape of a shallow dish, and appurtenant equipment, used for the reception of communications

	(television and otherwise) from orbiting satellites or ground transmitters.
Screening	A method of visually shielding or obscuring any abutting or nearby structure, use or mechanical devise from another by fencing, walls, berms or densely planted vegetation.
Setback	The minimum required distance between a building or structure, and a property line, top of slope, toe of slope or easement.
Setback Line	A line within a lot, parallel to and measured from a corresponding lot line, top of slope, toe of slope, or easement, forming the boundary of a required yard and governing the placement of buildings/structures and uses on a lot.
Sidewalk	A paved surface or leveled area used as a pedestrian walkway which parallels and is usually separated from, but may be adjacent to, the street.
Site	A lot or parcel of land or combination of contiguous lots or parcels of land used or intended for a particular use or group of uses.
Site Plan	A diagram of a property proposed for development as seen from above. The diagram shall be drawn to scale and properly dimensioned. The diagram shall illustrate the existing and proposed uses and structures on the property in accordance with the applicable regulation and shall include lot lines, fences, walls, streets, grades, slopes, building sites, landscaping, parking areas, structures, and uses on adjacent parcels, easements, and other specific development proposals.
Slope	The degree of deviation of a surface from the horizontal, usually expressed in percent or degrees.
Solar Energy Systems	A complete design or assembly consisting of a solar energy collector, energy storage facility, and components for the distribution of transformed energy.
Stairway	A flight, or flights of stairs that are connected by common landings.
Stored or Storing (vehicle)	The parking of a vehicle in the same location for a period in excess of seventy-two (72) consecutive hours.
Story	That portion of a building included between the surface of any floor and the upper surface of the floor next above it, except of the topmost floor and the ceiling or roof above.
Street	An accessible vehicular right-of-way, other than a driveway, which affords a primary means of access to abutting property.

Structure	A combination of materials which is assembled for use, occupancy, or ornamentation whether installed on, above, or below the surface of land or water. Includes, but it not limited to any building, road, wall and fence.
Tenant	A lessee or other person renting a residence from the owner of the residence.
Trailer	A vehicle designed for carrying persons or property on its own structure and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon any other vehicle.
Turf	A ground cover surface (synthetic) or mowed grass.
Vehicle	A device by which any person or property may be propelled, moved, or drawn upon a highway, excepting a device moved exclusively by human power or used exclusively upon stationary rails or tracks.
Wall	A solid barrier intended to enclose, separate or surround and typically four inches or more in thickness and comprised of concrete or concrete block.
Water Feature	A design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied).
Window	An opening which is in a wall of a building, designed to allow light and/or ventilation into the building, enclosed by casement or sash and contains glass or other similar transparent or semitransparent material.
Xeriscape	Landscaping characterized by the use of vegetation which is drought-resistant or low water use in character.
Yard	An open space on a developed lot that is unoccupied or unobstructed from the ground upwards.
Yard, Front	The open space extending across the full width of the front of the lot, the depth of which is the horizontal distance between the front lot line and a line parallel thereto on the lot.
Yard, Rear	The open space extending across the full width of the rear of lot, the depth of which is the horizontal distance between the rear lot line and a line parallel thereto on the lot.
Yard, Side	The space between the main building and the side lot line, extending from the front yard to the rear yard; the measured distance of the yard shall represent the shortest distance between the side lot line and that portion of the main building

	nearest the line from which the measurement is taken.
Zero Lot Line	The location of a building on a lot in such a manner that one or more of the building's sides rests directly on a side lot line.

COMMUNITY RESIDENTIAL DEVELOPMENT STANDARDS

DEVELOPMENT STANDARDS	NIGUEL SHORES ZONING DISTRICTS				
	NS A Broadmoor	NS B Custom	NS C Breakers Isle	NS D, E, F Shores Garden	NS G Berkus
Maximum Height:	May not exceed original roof height	Lower of 15 ft or existing	24 ft	2 story/22 ft 1 story/ may not exceed original roof height	Height increase may be considered
Minimum Front Yard Building Setback:	As existing, or 10 ft if existing is at least 20 ft	4 ft	2 ft	20 ft/ front entering garages 25 ft/ side entering garages	20 ft if front entering garage, existing side entering garage cannot be changed.
Minimum Side Yard Setback:	5 ft/ building 3 ft/ overhang, or less if existing	5 ft/ building 3 ft/ overhang	5 ft/ building 3 ft/ overhang 3ft/ basement	3 ft if existing, 5 ft if existing, or less if existing	5 ft/ building 3 ft/ overhang
Minimum Rear Yard Setback:	10 ft from top of slope	10 ft from top of slope	<i>1st and 2nd Floors Must Remain as Existing</i> Enclosed usable space must not extend past existing top of slope. Below ground level (below first floor) patios / pools / hardscape 5 feet from lower beach access walkway	3 ft/if no slope 0 ft/if existing	10 ft/if no slope
Second Story Addition to an Existing One Story Building:	No second stories allowed	No second stories allowed	2-3 Stories permitted, 3 if 1 story is a basement <i>Breakers Isle Section Header</i>	No second storied permitted on an existing one story	Second story may be considered

DEVELOPMENT STANDARDS	NIGUEL SHORES ZONING DISTRICTS				
	NS H, I, J Sea Terrace I Townhomes	NS K, L Atlantic Garden	NS M Sea Terrace II Townhomes	NS N Villas	
Maximum Height:	1 story/ may not exceed original roof height 2 story/ 24 ft	May not exceed original roof ridge	1 story/ may not exceed original roof height 2 story/24 ft	May not exceed original roof height	
Minimum Front Yard Building Setback:	20 ft or as existing if less than 20 ft	20 ft/ front entering garages 25 ft/ side entering garages	20 ft or as existing if less than 20 ft	20 ft	
Minimum Side Yard Setback:	3 ft or 5 ft/ if at end of street and adjoining street or greenbelt	5 ft/ if existing 0 / "zero lot line"	3 ft or 5 ft if at end of street and adjoining street or greenbelt	5 ft/ building 3 ft/ overhang 3 ft/ if existing 0ft/ <i>if existing</i>	
Minimum Rear Yard Setback:	10 ft if no slope	3 ft unless property has rear "zero lot line"	10 ft if no slope	10 ft if no slope	
Second Story Addition to an Existing One Story Building:	Second story not allowed for existing one story	No second story permitted	Second story not allowed for existing one story	No second story permitted	

Schedule of Architectural Fees and Deposits		
Replacement of Existing Items/Minor Improvements – 3 Month Completion Date		
	Fees	Deposits
Solar Panel(s) and Antenna(s) or Satellite Dish other than “Permitted Antennas” provided for in rules	\$0	\$0
Minor items: Door, Garage Door, Mailbox, Paint, Patio Cover, Skylight, Window or other replacement items	\$0	\$0
Major items: Deck, Driveway, Drainage, Fence/Wall, Patio, Roof	\$0	\$500
Improvements (Not Replacements) – 6 Month Completion Date		
	Fees	Deposits
Review by the consulting architect or other consulting professional	Cost of services	
Add Door(s), Window(s) or Patio Cover(s)	\$100	\$500
Landscape (Softscape/Plants or Hardscape/Masonry), Drainage, Fence, Wall, Storage Shed, Hot Tub or Pool	\$100	\$1,000
Other improvements	\$100	\$500-\$1,000
Additions / New Construction – 18 Month Completion Date		
	Fees	Deposits
Review by the consulting architect or other consulting professional	Cost of services	
Small Space Addition - less than 500 square feet	\$1,000	\$2,500
Large Space Addition - 500 square feet or more	\$2,000	\$5,000
Any improvements in Breakers Isle slope control areas	\$2,000	\$5,000
Tear Down/New Home	\$2,000	\$10,000
Dumpsters/ Portable Storage Containers (approval under signed application is required)		
	Fees	Deposits
Stored/Placed on Common Area		\$200

Schedule of Administrative Fees

The following services are provided at an additional fee. Fees are subject to change in reflection of the cost incurred by the Association. A list of current charges may be obtained in the NSCA Management Office.

Service	Fee
Assessments	
Delinquent Assessment Late Charge	10%
Delinquent Assessment Late Interest (accrued)	10% of balance owed
Delinquent Assessment Account Collection (pre-lien)	\$ 50.00
Documents, Escrows, Refinance	
Document Package (complete)	\$ 150.00
Escrow Processing Fee	\$ 250.00
Refinance Fee (no documents)	\$ 00.00
Refinance Fee (budget included)	\$ 40.00
Common Area Rentals	
Beach Bluff (\$400.00 deposit required)	\$175.00
Clubhouse (\$500.00 deposit required)	\$250.00
Access Devices	
Resident Vehicle Bar Code	\$ 25.00
Replacement Resident Vehicle Bar Code	\$ 10.00
Resident Waiver Bar Code Application (non-refundable)	\$ 75.00
Resident Waiver Bar Code Renewal (annual cost unless otherwise stipulated)	\$ 75.00
Garage Inspection (refundable if stipulated)	\$ 50.00
Guest Bar Code	\$ 75.00
Guest Bar Code Renewal (annual cost)	\$ 75.00
Pedestrian Access Device	\$ 30.00

