



## **ASSOCIATION RULES**

**March 1, 2004**

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## **SECTION 1: RIGHTS AND DUTIES OF AN OWNER**

No one likes restrictions on the use of his property. Yet, restrictions on the use of real property is an attribute of owning property in a condominium. In the words of one court, *"...inherent in the condominium concept is the principle that to promote the health, happiness, and peace of mind of the majority of the unit owners ... each unit owner must give up a certain degree of freedom of choice which he [or she] might otherwise enjoy in separate, privately owned property."*

As the owner of a unit in Reef Gate West, you have the right to the quiet enjoyment and possession of your residence and the right to use and enjoy the common facilities for their intended purposes. To protect these rights, the *governing documents* (the Covenants, Conditions and Restrictions, the By-Laws, and the Operating Rules of the Association), and California law impose certain rules and restrictions to restrain the unlawful interference with the quiet enjoyment and possession of your property, to abate nuisances, and to protect the commonly owned property.

You have the right to be informed about Association business, the right to attend meetings of the Board of Directors, and the right to participate in the election of members of the Board.

Subject to approval of the Board of Directors, you have the right to make alterations or improvements within the boundaries of your separate interest, providing that such improvements or alterations do not impair the structural integrity, mechanical systems, or support of any portion of the commonly owned property.

Along with the rights of ownership come responsibilities. As an owner, you must comply with the rules and restrictions of the governing documents. You are responsible for the actions of your family members, guests, tenants and contractors and must ensure that they do not create a nuisance or unreasonably interfere with the rights of other owners. You are responsible for the maintenance and upkeep of the interior of your residence and for that part of the common area assigned to your exclusive use - your patio, your parking spaces, and your storage unit. You are responsible for damage that you, your family members, guests, tenants or contractors cause to the common property or to other owners' units. And you have the duty to make timely payment of assessments.

## **SECTION 2: ENFORCEMENT OF THE RULES**

The Association has the right and the duty to enforce the governing documents. When an owner, a member of the owner's family, an owner's guest, an owner's tenant, or an owner's contractor violates a rule, the Association Management will notify the person violating the rule and request that the violation be cured. When appropriate, the notice will be in writing, but under certain circumstances, the notice may be verbal and will have the same effect as a written notice.

When the board of directors is to meet to consider or impose discipline upon a member, the board shall notify the member in writing by either personal delivery or first-class mail, at least 15 days prior to the meeting. The notification shall contain, at a minimum, the date, time, and place of the meeting, the nature of the alleged violation for which the member may be disciplined, and a statement that the member has a right to attend and may address the board at the meeting. If the board imposes discipline on a member, the board shall provide a notification of the disciplinary action by either person delivery or first-class mail to the member with 10 days following the action. A disciplinary action shall not be effective against a member unless the board fulfills the requirement of this subdivision. (California Civil Code Section #1363(h).)

Monetary penalties are imposed upon the owner of the unit even if the violation is incurred by a member of the owner's family, a guest, a tenant, or a contractor. Failure to pay a fine imposed by the Board of Directors for a violation of the governing documents or Association rules may result in legal action against the responsible owner.

The amount of the monetary penalty that the board may impose varies with the seriousness of the violation. Violations that endanger the health of occupants or could damage the common area are subject to higher penalties. Repetitive violations may also result in higher penalties. The Board of Directors has established the following minimum fines:

- |  |            |
|--|------------|
| 1. Use of fireworks in the complex   | \$ 100.00  |
| 2. Using another unit's parking space without permission   | \$ 100.00  |
| 3. Burning material other than natural gas in fireplace or propane/natural gas on patios   | \$1,000.00 |
| 4. Renting a unit for less than 28 contiguous days   | \$ 500.00  |
| 5. Repeat violations of the same rule double the previous fine.  |            |
| 6. Violation of rules by contractors: (These fines will be assessed to the unit owner employing the contractor and do not apply to emergency repairs.) |            |
| a. Working on Saturdays, Sundays or legal holidays   | \$ 100.00  |
| b. On the premises before 8:30 AM  | \$ 100.00  |
| c. Performing work before 9:00 AM or after 6:00 PM   | \$ 100.00  |
| d. Failure to cleanup hallways, stairs, elevators  | \$ 100.00  |
| 7. Starting a remodel/unit improvement project prior to obtaining Board approval   | \$500.00   |
| 8. Unit rental without providing rental information outlined in Section 12   | \$250.00   |

Failure to pay a fine imposed by the Board of Directors for a violation of the governing documents or Association rules may result in legal action against the responsible owner.

### **SECTION 3: GENERAL RULES**

#### **A. QUIET HOURS**

Sunday through Thursday - 10:00 PM to 9:00 AM

Friday and Saturday - 11:00 PM to 9:00 AM

#### **B. FIREWORKS**

Fireworks are prohibited.

#### **C. MINIMUM RENTAL PERIOD**

The minimum rental period to the same lessee for a unit is 28 contiguous days. Sub-leasing within the 28 day period is prohibited.

#### **D. STORAGE OF FLAMMABLE LIQUIDS**

Flammable liquids may not be kept in storage or parking areas.

#### **E. UNIT ACCESS KEY**

The Management of the Association has the authority to enter a unit in the event of a bona fide emergency or violation of law in which actual or potential harm to persons or to property of other owners or to the commonly owned property is threatened. Owners are advised to provide the Management with a key to their unit, and if no such key is available, the Management is authorized to enter the unit by whatever means necessary in such an emergency.

#### **F. REMODELING**

- a) Before start of construction, the Board of Directors must be supplied with a description of the remodeling project and with a copy of the building permit application. At the conclusion of the project, The Board of Directors must be supplied with a copy of the final permit signed by a San Clemente Building inspector. Failure to obtain Board approval prior to the start of a remodel/unit improvement project carries a minimum fine of \$500.00.
- b) When permits are required but not obtained by the homeowner, the Board may employ an inspector of the Board's choosing to evaluate the remodeled property for code violations. If violations are detected, the homeowner will have 90 days from receiving a Notice of Non-Compliance to correct the violations. If not corrected after the expiration of 90 days, the Board may cause the violation to be corrected and may levy a special assessment against the homeowner for all costs associated with the work performed.
- c) A copy of the Association rules as applicable to contractors must be posted on the front door of the unit being remodeled.

- d) Only decorative fireplaces (less than 15,000 BTU max) may be attached to existing "B" vents. Fireplaces that have the potential to exceed 15,000 BTU must be direct vent style fireplaces and vented to the unit's patio or to a direct vent pipe that replaces the existing "B" vent.
- e) Unit owners must be in the unit whenever the work is being performed on a Saturday.
- f) The hours for power tools, hammers, and other noise generating devices is:
  - Monday - Friday  
9:00 a.m. to 6:00 p.m.
  - Saturday  
10:00 a.m. to 5:00 p.m.
  - Sunday  
No construction allowed

Note: Construction that does not create noise (e.g. painting without a compressor) may be done at any time as long as it does not disturb a neighbor.
- g) Contracted labor is restricted to Contractor Requirements in Section 14.

**G. INSTALLATION OF TILE, HARDWOOD FLOORS, OR OTHER HARD FLOORING**

A homeowner may not install hard flooring in a unit above the ground floor of any building in the complex without obtaining approval from the Board of Directors by showing that adequate soundproofing material will be installed below the hardflooring. **Hard flooring is limited to entry, bathrooms, hallway and kitchen.**

**H. FRONT DOORS AND SCREEN DOORS**

A homeowner may replace the entrance screen and/or door of his unit with the prior approval of the neighbor sharing the same entrance hallway. If such neighbor does not approve of the replacement, the homeowner may petition the Board of Directors for approval.



#### **SECTION 4: SWIMMING POOL AND SPA**

Security company and related charges to enforce pool/spa regulations will be assessed to unit owners.

**A. HOURS OF USE**

Sunday through Thursday - 9:00 AM to 10:00 PM

Friday and Saturday - 9:00 AM to 11:00 PM

**B. USE BY CHILDREN LESS THAN 14 YEARS OLD**

Children under 14 years of age must be accompanied by an adult at least 18 years old who assumes responsibility and liability for that child or children.

**C. USE OF SPA BY CHILDREN LESS THAN 6 YEARS OLD**

Use of the spa by a child less than 6 years old is prohibited.

**D. SHOWER BEFORE USE**

A poolside shower must be taken before using the pool or spa.

**E. SWIMMING ATTIRE**

Swimming attire is limited to bathing suits.

**F. SAFETY FIRST**

The Association does not provide a lifeguard. Running, pushing, climbing the walls and horseplay are prohibited.

**G. ITEMS NOT PERMITTED IN THE POOL AREA**

Glassware, food, rafts, floats, and toys are not permitted in the pool area.

## SECTION 5: PARKING AREAS

### A. ASSIGNED PARKING SPACES

Each unit is assigned two parking spaces. Use of another's unit's space without the permission of that unit's occupant is subject to a \$ 100.00 fine.

### B. RESTRICTED USE

Parking spaces are to be used only for parking **motor vehicles**. Use of the spaces for parking any other type of vehicle, (i.e. motorcycle, boat trailer), requires the prior approval of the Board of Directors. Parking spaces may not be used for repairs of vehicles or for general storage. **Owners shall keep their spaces free of oil or grease drippings. Should a parking space not be kept free of oil or grease drippings the Management will have the parking space cleaned and will assess the homeowner for the cost of cleaning the space.**

### C. GUEST PARKING

Parking spaces in front of C building (at the corner of Corto Lane and Granada) may be used for temporary guest parking. **Residents may not use them for storage of vehicles or for regular parking.** Guest passes must be displayed on the dashboards of all cars parked in these spaces. Unauthorized vehicles may be towed away at the owner's expense. Guest passes may be obtained from the Management.

**SECTION 6: BILLIARD ROOM, EXERCISE ROOM AND SAUNA**

**A. HOURS OF USE**

Sunday through Thursday - **9:00 AM to 10:00 PM**

Friday and Saturday - **9:00 AM to 11.00 PM**

**B. USE OF BILLIARD ROOM BY CHILDREN**

In the **billiard room**, children under 15 years of age must be accompanied by an adult at least 18 years old.

**C. USE OF EXERCISE ROOM AND SAUNA**

The **exercise room** and **sauna** are for adults only (18 years or older).

**D. ACCESS**

Keys to the **billiard room**, the **exercise room**, and the **sauna** may be obtained from the Association Management. A \$ 50.00 refundable deposit is required.

**E. BILLIARD BALLS AND CUES**

Persons using the billiard tables must provide their own balls and cues.

**F. FOOD PROHIBITED**

Food is not permitted in the **billiard room**, the **exercise room**, or the **sauna**.

**G. RESTORING AFTER USE**

After using the billiard room, table covers are to be replaced, lights turned off and doors and windows closed and locked.

**SECTION 7: SUN DECKS ON ROOFS OF A AND C BUILDINGS**

**A. RESTRICTED USE**

The sundecks are for sunbathing and sightseeing only. Exercising, running, jumping, climbing, horseplay, picnicking, golfing, and playground type activities are prohibited.

## **SECTION 8: STAIRWAYS AND HALLWAYS**

### **A. RESTRICTED USE**

Because of their proximity to the bedroom windows of condominium units, unnecessary noise, loud talking, running, and playing in the stairways and hallways are prohibited. Pushing shopping carts in the hallways during quiet hours is a violation of Association rules.

## **SECTION 9: PATIOS**

Security company charges for enforcing quiet hours will be assessed to the unit owner.

### **A. PART OF THE COMMON AREA**

Patios are part of the common area for the exclusive use by a unit's occupants and guests. **Quiet hours must be observed on patios.**

### **B. RESTRICTED USE**

Patios may not be used for storage of bicycles, surfboards, etc..

Towels, swimsuits, wetsuits or any other item may not be hung on railings.

Throwing, sweeping or disposing of items off patios is prohibited.

**Fuel for barbecues and heaters is restricted to natural gas and propane.**

## **SECTION 10: SHOPPING CARTS**

### **A. RETURN TO CART AREA**

Shopping carts are provided by the Association for the convenience of unit occupants in transporting items between the parking areas and the units. Carts are to be returned to the cart storage area immediately after their use so that they may be available to other unit occupants. They may not be stored in the units or be left in the hallways, unit entranceways or elevators.

## **SECTION 11: TRASH REMOVAL**

### **A. LOCATION OF DUMPSTER BINS**

Trash dumpster bins are located in the trash structure on Avenida Granada in the guest parking area of C building.

### **B. USE OF DUMPSTER BINS**

Garbage is to be placed in tied plastic bags. Cardboard boxes are to be flattened. All items must be placed in the dumpster bins and not left on the floor of the trash structure.

### **C. DISCARDED FURNITURE AND APPLIANCES**

Discarded furniture, bedding (e.g. mattresses/boxsprings) and appliances may not be placed in the trash structure, in the basements of A or B building or in the street.



## **SECTION 12: RENTALS**

### **A. MINIMUM RENTAL PERIOD**

A unit may not be rented for less than a contiguous period of 28 days.

### **B. REQUIRED CLAUSES IN RENTAL AGREEMENT**

Rental agreements must contain the following clauses:

1. Tenant agrees to abide by the Association rules.
2. Tenant agrees not to sublet.
3. If Tenant fails to abide by the Association rules or sublets the unit, after not less than a three (3) day written notice of default given in the manner required by law, the Owner may terminate all rights of the Tenant unless the Tenant shall cure such default.

### **C. INFORMATION TO BE PROVIDED TO MANAGEMENT ASSOCIATION**

1. Names of the lessee/occupants
2. License numbers of lessee/occupants' automobiles.
3. Period of the lease.

### **D. INFORMATION TO BE PROVIDED TO LESSEE/OCCUPANTS**

1. A copy of the Association rules signed by the lessee/occupant must be provided to the Management prior to commencement of the rental period.
2. Location of the trash structure, mailboxes, parking spaces, storage areas, swimming pool and spa, billiard room, exercise room and sauna.

**SECTION 13: CHANGE IN UTILITY REQUIREMENTS**

**A. CONVERSION FROM ELECTRICITY TO GAS**

Since natural gas is not metered to individual units, if a homeowner converts his range and oven from electricity to gas, his unit will be assessed a monthly charge equivalent to the most recent estimate of average monthly usage as provided by the natural gas provider. At this writing, the charge is \$ 15.00 per month.

## SECTION 14: CONTRACTORS

### A. OBLIGATIONS OF THE UNIT OWNER

Unit owners are responsible for the conduct of their contractors and subject to fines for their contractors' violation of Association Rules. **It is the obligation of the unit owners to inform their contractor of these rules.** The unit owners must also notify the Management Association of the following:

1. The name and telephone number(s) of their contractors.
2. A description of the work to be performed.
3. The date the work will commence.
4. The expected date of completion.

### B. POSTING A NOTICE ON THE FRONT DOOR OF UNIT

The unit owner must post a notice on the front door of his unit, which displays the Association Rules applicable to contractors. (A copy of the notice may be obtained from the Manager.)

### C. ASSOCIATION RULES APPLICABLE TO CONTRACTORS

1. Except for emergency situations, work (including clean-up) may be performed only between the hours of 9:00 AM and 6:00 PM, and may not be performed on Saturdays, Sundays, or holidays.
2. Any modification of the **common area**, such as bearing walls, windows, patios, drains, plumbing, or electric wiring, must be approved by the Board of Directors before work commences.
3. Building permits must be obtained when required by law.
4. Association's trash bins may **not** be used for rubbish disposal.
5. The Association maintains a set of shopping carts **reserved for use by unit occupants** another set for contractors. The manager will provide carts to contractors for transportation of tools and materials.
6. Waste material may **not** be disposed of in any of the drains, sinks, washbasins or toilets of a unit or of the Common Area.
7. Contractors are not permitted to bring pets into the complex, even if they are confined in a vehicle parked on the premises.
8. Unit owners and their contractors must avoid disturbing other homeowners with unnecessary noise from radios, TV's, etc.
9. All parts of the Common Area soiled by the unit owner or his contractors must be cleaned by 6:00 PM each day, including hallways, elevators, and parking areas.
10. A security deposit of **\$ 500.00** is required from the unit owner before a contractor is permitted to commence work.

## **SECTION 15: SECURITY**

### **A. PASS KEYS AND GARAGE ACCESS CARDS**

Each unit is entitled to two pass keys (with which to open the front gates, trash area, swimming pool gate, elevators, and storage basement doors), and two garage access cards. Additional keys and cards are available from the Management Company for a **\$ 50.00** refundable deposit. Keys or cards, which are damaged due to normal use, will be replaced by the Association at no charge upon surrender of the old key or card.

Upon the transfer of ownership of a unit, all keys and cards (in excess of the two issued to each unit) shall be returned to the Manager, and if not returned, the **\$50.00** deposit on each will be forfeited to the Association.

Unauthorized duplication of keys will be considered a breach of the Association's security system and subject the owner to a fine in the amount of **\$ 50.00 plus the cost of rekeying the complex.**

## **SECTION 16: ASSESSMENTS**

### **A. REGULAR AND SPECIAL ASSESSMENTS**

1. The due date for the **regular monthly assessment** for Operations and Assessments is the 1st day of the month. Please enclose a copy of the payment coupon with your remittance.
2. The due date(s) for **special assessments** will be established by the Board of Directors and owners will receive a written notice by first-class mail of the amount(s) and due date(s).

### **B. DELINQUENCIES**

1. A late charge will be imposed on every delinquent regular or special assessment in an amount not to exceed 10% of the delinquent assessment or \$ 10.00, whichever is greater.
2. An assessment becomes delinquent if not received by the 15th day after the due date. A payment is considered received if the envelope in which it is mailed is postmarked before the date of delinquency. When the 15th day after the due date falls on a Saturday, Sunday or legal holiday, the assessment is delinquent if not received by the next working day after the 15th day.
3. In addition to the late charge, the Association may charge the homeowner for reasonable costs incurred in collecting the delinquent assessment, including attorney fees and interest at a rate not to exceed 12% per annum.
4. Collections of delinquent amounts shall be applied first to the principal owed, and only after the principal owed is paid in full shall such payments be applied to interest or to collection expenses.
5. When a regular or special assessment is delinquent for 60 days following the due date, a **lien** on the owner's interest in the condominium shall be filed in accordance with Civil Code Section #1367.

## **SECTION 17: PETS**

### **A. WHAT PETS ARE ALLOWED**

Any domesticated bird, cat, dog, aquatic animal kept with an aquarium, or other animal as agreed to between the Association and the homeowner.

### **B. RESTRICTED TO HOMEOWNERS**

Only the pet of a homeowner is permitted in the complex.

### **C. NUMBER OF PETS ALLOWED**

Only one (1) pet is permitted per unit.

### **D. WEIGHT LIMITATION**

A pet may not exceed twenty-five (25) pounds.

### **E. REGISTRATION**

A pet must be registered with the manager. Said registration is required annually and must include a current photo and a veterinarian report that reflects the weight and immunization status of the pet. (Not required for birds or fish.)

### **F. CONSTRAINTS IN THE COMMON AREA**

A pet must be on a leash or in a pet container when outside its owner's unit and is only allowed outside its residence except to come and go from the common area. Since the common area has no green area or runs for pets, its owner is required to leave the common area to walk a pet. In the event of an "accident" in the common area, the owner is required to clean it up.

### **G. COMPLAINTS**

Upon the first complaint of excessive noise, offensive odors, or aggressive and threatening behavior, the owner will receive a written notice to correct the problem. In the event of a second complaint, the owner will be required to appear before the Board to explain how the problem will be corrected. Upon further complaints, the owner will be advised to remove the pet from the property and will be subject to a fine of \$ 25.00 per day until the pet is removed. The Board is authorized to use the San Clemente or any other animal control agency or to pursue any other remedies available to insure the quiet enjoyment of other owners' property.

### **H. LIMITATION ON SIZE OF AQUARIUMS**

An aquarium may be no larger than 10 gallons. Only one aquarium per unit is permitted.



## NOTICE OF AMENDMENT TO RULES AND REGULATIONS

Dear Homeowner,

March 20, 2017

The Board of Directors would like to formally notify you of the amended rule change regarding the fine schedule for the Quiet Hours.

For your information, Assembly Bill 512 (AB512) requires any rule changes must be distributed to the membership. Please review the following amendment.

Currently, Section 2, Enforcement of the Rules, does not solely have a fine schedule towards violation of the Quiet Hours.

The Board of Directors has made the following amendment at the January 2017 Board Meeting:

**A fine of \$250.00 will be assessed to the homeowner in violation of the Quiet Hours after receiving a warning regarding the first offense. Please know that the Board of Directors has the right to increase the fine amount for repeat violations.**

Your participation is appreciated. Thank you.

Sincerely,

BOARD OF DIRECTORS  
REEF GATE WEST HOMEOWNERS ASSOCIATION



## NOTICE OF AMENDMENT TO RULES AND REGULATIONS

Dear Homeowner,

January 17, 2017

The Board of Directors would like to formally notify you of the amended rule change regarding the parking violation fine.

For your information, Assembly Bill 512 (AB512) requires any rule changes must be distributed to the membership. Please review the following amendment.

Currently the Rule states:

Section 5: Parking Areas

### A. ASSIGNED PARKING SPACES

Each unit is assigned two parking spaces. Use of another's unit's space without the permission of that unit's occupant is subject to a \$100.00 fine.

The Board of Directors has made the following amendment at the January 2017 Board Meeting:

**Each unit is assigned two parking spaces. Use of another's unit's space without the permission of that unit's occupant is subject to a \$500.00 fine.**

Your participation is appreciated. Thank you.

Sincerely,

BOARD OF DIRECTORS  
REEF GATE WEST HOMEOWNERS ASSOCIATION