



April 8, 1993

POLICY

LANDMARK YORKTOWN HOMEOWNERS ASSOCIATION

It shall become the policy of the Association, effective on the above date;

That, the use of the Recreation Facility be for residents of the Association only.

Offsite owners may not rent the facility.

Agreed and attested to;

Polly M. Hefrich

Marcella D. Matten

William W. Curtis

Board of Directors
Landmark Yorktown Homeowners Association



AMMENDMENT TO RULES AND REGULATIONS

LANDMARK YORKTOWN COMMUNITY ASSOCIATION BOARD OF DIRECTORS

TO AMEND THE RULES and REGULATIONS to read as follows:

When a Landmark Yorktown home is placed on the market for sale, the Architectural and Landscaping committee shall inspect the exterior of the structure and the restricted common areas surrounding the home. At that time, any previously unauthorized alterations or additions to the unit, or any plantings, materials etc., that do not conform to the standards in the rules and regulations will be noted and reported to the seller and to the escrow company.

All such matters will be reported and corrective action must be taken to the satisfaction of the Board of Directors before the close of escrow. This will ensure that new residents are aware of the existing rules and regulations prior to becoming a member of the community, as well as maintaining the integrity of the community.

It is agreed by the Board of Directors of the Landmark Yorktown Community Association, at the monthly meeting of the Board, held on May 20, 2004, That the Rules Amendment is to become effective August 1, 2004.

President

dated

5-20-04

sm

Vice President

dated

8-20-04

Secretary

dated

5-20-04

Treasurer

dated

5/19/04

Board Member

dated

5-20-04

Landmark Yorktown Community Association

A. GENERAL RULES & REGULATIONS

The following rules and regulations are designed to serve the general interest and to maintain and enhance the value of the Landmark Yorktown Community Association ("LYCA," "Association" or "Community"). They are for the benefit of all owners and residents.

1. When an owner rents or leases out his/her unit, the right to use the Common Area(s) such as the pool and/or the Clubhouse is assigned to the renters/lessees. The owner forfeits his/her own right to use these facilities. Owners are responsible for the actions of their renters/lessees and any guests of the owner or renters/lessees.

2. It is the responsibility of each owner to provide his/her renters/lessees or extended guests of 6 months or longer with a copy of the LYCA Rules and Regulations.

3. Any problems that are, or may be, Association responsibility, must be reported to the management company, which is on call 24 hours a day. If contractors are engaged without "management company" request or approval, the Association is not responsible for the costs incurred, i.e., when a pipe in the concrete springs a leak.

4. No firearms, pellet guns, sling shots, fireworks, or other similar contrivances shall be used in any manner on or from any unit, building, street, or Common Area.

5. No residents or guests shall make or permit unreasonably disturbing noises on the premises; nor do or permit anything to be done by such persons that will unreasonably interfere with the rights, comfort, or convenience of other residents.

6. Items such as towels, bathing/wet suits, rugs, or laundry shall not be hung on any patio, window, garage door, walkway, fence, or railing.

7. Water shall not be wasted. Limit irrigation of outdoor plants and gardens to stop all water runoff. Vehicles can only be washed using a bucket and a hose with a shut-off nozzle. Immediate repairs must be made to any and all leaking water lines, faucets and toilets in household plumbing.

B. COMMON AREA

The Common Area is defined and described in the CC&R's (Article I, Section 1.08).

Each resident and owner has a vested interest in the Common Area. The cost of maintaining these facilities comes directly from LYCA dues, so it is in everyone's best interest to keep them clean and un-littered. These areas should be given the same pride of ownership and care which one would give to one's own home.

1. Bulletin boards in the Common Area shall not be used for private notices by non-residents.

2. Trash shall not be put out on the Common Area for collection earlier than sundown on the evening before the day of trash pick-up. Trash containers shall be removed from Common Areas by midnight on the day of trash pick-up. If you are unable to personally comply with this schedule due to vacation, etc., then make arrangements with a neighbor or someone else to put out your trash and remove trash containers according to this schedule. Trash generated outside of this community shall not be brought into the community for collection by the Association trash collection service.

3. Riding bicycles, skateboards, scooters and the like on landscaped areas and common stairways is not permitted. Climbing upon trees, gates, walls and landscape slopes is not permitted.

4. No part of the Common Area is for the exclusive use of anyone resident. Common Areas may not be cordoned off to limit entry by any member of the community or authorized vendor/agent.

5. Sidewalks, outside stairways, landscaped areas and streets shall not be used in any manner that will limit entry or exit to or from any unit. Patio furniture, bicycles, toys, sporting equipment and the like are not permitted to remain in the Common Areas unattended after 11 p.m. If such things remain in the Common Areas, they are considered abandoned and are subject to removal.

C. VEHICLES & GARAGES

1. Garages and driveways shall be used for parking vehicles customarily used as general transportation. These vehicles may include a company-owned car or a commercial trade vehicle that fits in the existing driveway without overhanging onto the street or sidewalk.

2. The temporary parking of trailers, boats, campers, or other vehicles not customarily used for general transportation is permitted in the Common Parking Area for a short duration, but not to exceed twelve (12) hours in twenty-four (24) hour period. No overnight parking or sleeping in a recreational vehicle is allowed.

3. Unless the Board gives advance written approval in each and every instance based upon a written request, residents and/or owners shall not install or operate in the unit or associated garage, any machinery greater than two (2) horse power, refrigerating, heating device, or air conditioning apparatus, or use any illumination other than electric light, or use or permit to be brought into the unit or associated garage any flammable oils or fluids such as gasoline, kerosene, benzene, propane or other hazardous materials such as explosives except in legally approved containers for personal use only. Such amounts shall be limited to one gallon maximum.

4. Containers which contain hazardous materials may not be put out for trash pickup. They must be delivered to a hazardous waste materials center for disposal.

5. Driving speeds shall assure pedestrian safety at all times. Vehicles must not exceed 15 m.p.h., and must observe all posted stops.

6. Except for emergency start-up or vehicle washing, detailing, or topping-off fluids, vehicles may not be maintained, repaired, or rebuilt on any Common Area or driveway.

7. The Common Area parking is for visitor parking only. By application and acceptance by the Board, up to 10% (7) guest parking spaces will be made available to residents. Vehicles parked in driveways must not overhang the curb into the streets.

8. Garages shall be used for parking of vehicles and only for reasonable and customary storage purposes. For security and safety, garage doors shall be kept closed except when in actual use.

9. All damages to a building or unit caused by a vehicle shall be the responsibility of the unit's owner. The unit's owner is also responsible for vehicular damage caused by his/her renters/lessees.

D. PETS

1. Pet owners are subject to the Orange County Animal Control Regulations and those of the City of Huntington Beach.

2. Residents are responsible for their pets. Pets must be controlled so as not to damage lawns, planted areas, trees or other property. Pets may not become a nuisance through such actions as excessive or unreasonable barking.

3. Please be considerate!!! Dogs must be on a leash at all times when out of doors. Pets that attack other pets or residents are prohibited.

4. It is the pet owner's responsibility to pick up after his/her pet. Animal droppings should be discarded by the pet owners in their **own** receptacles.

5. Pets are **not allowed** in the Clubhouse or pool area.

6. The number of pets is limited to no more than two (2) dogs and a total of three (3) pets per unit/home.

E. LANDSCAPING

1. No tree, shrub, ground cover, lawn, or other plant furnished by the LYCA may be removed without the written approval of the Landscape Committee.

2. Hanging flower pots, ledge-borne pots, decorations, etc., that overhang another resident's patio or the Common Area which may be a hazard in case of wind, etc., are not permitted.

3. No plantings by individual owners or residents is permitted in the Common Area without the written request and written approval of the Landscape Committee unless exempted by the Board of Directors. If approval is granted, the requester is responsible for the maintenance of such plantings to the satisfaction of the Landscape Committee.

4. Residents shall not make any changes to the irrigation's sprinkler system, including time clocks or sprinkler heads. Any malfunction should be reported to the Landscape Committee or Management Company.

5. Plants in containers that rest on wooden surfaces must be elevated above the wooden surface to allow air flow/space beneath them to prevent water damage to the wood. Violators will be fined and/or responsible for repair/replacement costs.

F. ARCHITECTURAL CHANGES

1. No person shall install, erect, attach, paste, hinge, screw, nail, build, or construct lighting devices, shades, screens, awnings, patio covers, decorations, fences, gutters, drain spouts, aerals, antennae, radio, or television broadcasting or receiving devices or dishes over 40 inches in diameter*, or paint or make any changes, or otherwise alter whatsoever the structural aspects or the exterior of any building or structure or the restricted Common Areas within the property without a written request and approval from the Architectural Committee and the Board of Directors. Add-ons include, but are not limited to, the entire complex. Such items requiring approval are as minor as a door wreath.

(* Approval has been given to John Lawrence, LYCA's Disaster Communications Officer. This unit was purchased and installed by the Association.)

2. No signs, name plates, shades, awnings, window guards, or sun screening glass film shall be used except as approved in writing by the Board of Directors. All drapes, patio, window or door decorations, clearly visible from outside the unit, shall conform to standards set by the Board. For the present, this standard shall be off-white or white. Requests for any of the above shall be submitted to the Architectural Committee.

3. The Architectural Committee may perform a quarterly inspection of the Community to assure compliance with the standards established in the Rules and Regulations. Instances of non-compliance shall be referred to the Board of Directors for appropriate action. If, after written notification, the unit owner does not remedy the non-compliance, the Board of Directors may take action to correct the situation, charging the unit owner for the costs, including legal fees and related expenses.

4. No changes shall be made until the complete Plans and Specifications showing the nature, type, shape, color, size, materials, and location of such changes have been submitted to and approved in writing by the Architectural Committee and the Board of Directors.

Note: Requests for installation of front screen doors shall be subject to a written request and written approval of the Architectural Committee.

G. SWIMMING POOL & SPA RULES

All residents and their guests are expected to abide by the following rules. Residents are fully

responsible for the conduct and safety of their guests in the pool and spa area. Violation of these rules may result in a fine and/or loss of pool/spa privileges.

Pool and Spa Hours: (unless otherwise posted)

Sunday – Thursday: 8:00 a.m. – 10:00 p.m.

Friday – Saturday: 8:00 a.m. – 11:00 p.m.

No after-hours usage is allowed.

NO SMOKING IS ALLOWED IN THE POOL/SPA AREA

1. The use of the pool and spa is expressly limited to residents of the Community and their invited guests (limited to no more than 6 per unit). **Guests may use the facilities only when accompanied by a resident adult host (18 years or older).**
2. House guests on an extended stay are considered members of the household and may use Community facilities unaccompanied, subject to **LYCA Rules and Regulations**, only if they are 18 years of age. Prior to such guests using pool facilities, the resident must notify the Pool Committee Chairperson.
3. Children under the age of 14 are not allowed in the pool area without a resident adult (18 years or older) in attendance. (Orange County Environmental Health Public Pool Safety Regulations.)
4. Children under the age of 14 may use the spa **only** if accompanied by a resident adult (18 years or older).
5. At **no** time shall there be any **yelling, or loud noise**, disturbance, or any other activity creating a nuisance or a dangerous situation such as running or pushing in the pool, pool area, or spa. Audio volume from any source shall be kept low, so as not to disturb others in the pool area, or residents living adjacent to the pool. Earphones are suggested.
6. Residents and guests must keep the pool and spa open for use by others. Games such as volleyball, and other activities interfering with the use of the pool by others are prohibited.
7. Safety must be exercised at all times. The buddy system is recommended for all swimmers at all times. No one should swim alone, and special care must be taken for the safety of small children.
8. Inflatable objects for small children are permitted in the pool. Surfboards, Styrofoam floats, large inflatables, or other large objects longer than two (2) feet are not allowed.
9. Pool furniture and other accessories shall not be removed from the pool area.
10. All gates must be closed and latched at all times. Keys should not to be left in the latch, and gates are not to be propped open.
11. Climbing over the gate and the fences is not permitted. Trespassing and violations will be reported to the police. Violation fines may be assessed.
12. **Pool keys are not to be duplicated or loaned to a non-resident.** Replacement of a lost key may be purchased for **\$100.00** from Classic Property Management. Each unit in the complex is entitled to one key only.
13. For health reasons, anyone subject to involuntary natural bodily functions (e.g. infants) is not permitted in the pool or spa without proper, snug fitting leg openings. Persons with communicable health problems that might be transmitted via water are not to use the pool or spa.
14. Pets are **not** allowed in the pool/spa area.
15. Consumption of alcoholic beverages in the pool or spa is not allowed for health and safety reasons.
16. No glassware or glass bottles are allowed in the pool or pool area. Unbreakable containers are permitted. Food is allowed in the pool area, but not in the pool or spa itself.
17. Upon leaving the pool area, all paper/plastic products, trash, and all items brought with the pool users must be removed from the pool area.

14. Toilets and sinks in the recreational and Common Areas shall not be used for any purpose other than that for which they were constructed. Any damage and / or repair costs resulting from misuse is the responsibility of the unit owner.

J. RESPONSIBILITIES

1. It is the responsibility of the LYCA Board of Directors to enforce the Community's rules. The Board is authorized to, and may, take disciplinary action against any resident and / or owner for any breach of these defined rules or regulations. The Board shall determine the response time based on the violation or type of violation.

2. Owners are responsible for the actions of their renters / lessees and their guests.

3. Each infraction of the Rules and Regulations differs from any other. Therefore, the amount of time allowed to correct such infractions may also vary. Thus any letter from LYCA and/or the property manager detailing the infraction will also indicate the length of time allowed for responding to the request for removing the infraction. For example, an infraction that may be a safety threat may be required to be remedied immediately. For others, the length of time may be longer.

4. Enforcement procedures may include any or all of the following, but not limited to:

- a. Written notification of a violation.
- b. A fine, not to exceed \$50.00 for the initial violation. The second violation of the same rule will result in a \$100 fine; the third violation, \$200.00.
- c. Repeated infractions may cause the Board to take legal action against the violator.

5. Before any disciplinary action is taken or a fine levied, (other than ongoing architectural or safety violations) an owner shall be entitled to a hearing before the Board of Directors upon personal service or written request, between seven (7) and fourteen (14) calendar days after service or mailing notice of the time and place thereof and the nature of the violation. The owner shall have the right to appear at said hearing in person to present evidence on his/her behalf. The owner may give their authority (with written authorization) to the renters / lessees to appear on the owner's behalf.

6. Decision by the Board of Directors shall be made in 'executive session' by a majority vote of those members present and voting. A quorum of 3 members shall be sufficient for a vote. Notice of the decision shall be mailed to the resident and/or owner within fifteen (15) days of the decision.

7. Failure to pay any fine within fifteen (15) calendar days after imposition thereof as noted by the date of the notification letter shall constitute a separate additional violation and may result in legal action.

8. In addition to the remedies specified, herein, the cited owner shall be liable for any LYCA attorney fees, court costs and collection costs incurred in enforcing these rules and regulations.

18. The BBQ must be cleaned after every use.
19. Only persons dressed in customarily acknowledged swimwear are allowed in the pool or spa (no cutoff pants).
20. The shower and bathrooms must be used in a responsible manner, i.e.; turning shower/faucets off after each use, keeping areas clean, etc.
21. The Board of Directors of the LYCA reserves the right to deny use of the pool, pool area, and spa to anyone at any time.

Pool and Spa Hours: (unless otherwise posted)

Sunday – Thursday: 8:00 a.m. - 10:00 p.m.

Friday – Saturday: 8:00 a.m. – 11:00 p.m.

No after-hours usage is allowed.

NO SMOKING IS ALLOWED IN POOL/SPA AREA

H. CLUBHOUSE AND RECREATIONAL FACILITIES

1. Clubhouse facilities are primarily for educational, social, cultural, and recreational programs. Such use is for residents and their guests only. Residents shall be subject to, and comply with, all of the Community Restrictions as defined in the CC&R's. The facilities are to be available on a first come, first served basis.

2. Use of the clubhouse shall not be for personal profit, business related activities, directly or indirectly, or personal gain unless specifically approved in writing by the Club House Coordinator.

3. Use of the clubhouse does not give requester "exclusive" use of the pool and spa area.

4. Requests for use of the Clubhouse shall be submitted to the Club House Coordinator at least twenty four (24) hours in advance of the event. Applications, using the current form, must be accompanied by a \$200.00 deposit. There is also a \$50 non-refundable usage charge.

5. Legal occupancy limit: 35 persons

6. Opening/Closing times: 9:00 a.m. - 10:00 p.m.

7. Prior to use, the requestor should check the clubhouse. If not found clean, it is your responsibility to inform the Club House Coordinator prior to use.

8. Alcoholic beverages can be brought in and served, provided the consumer is not charged in any way.

9. A resident, age 21 or older, shall be the host for the serving of alcoholic beverages from such service. Under no circumstances shall the Association provide or serve alcoholic beverages at club house functions.

10. Cleaning the clubhouse is the responsibility of the requester and must be completed by noon of the day following use. Tables and chairs shall be left in the arrangement as they were found.

11. The requester is liable for any damage to the clubhouse and its appliances. A replacement charge will be levied for broken dishes, coffee servers or missing items, etc., from the \$200 deposit or if the cost is over \$200, assessed to the owner's Association account after a hearing with the responsible owner prior to any assessment of damages.

12. If, upon inspection by the Club House Coordinator, it is found that additional cleaning is required, the requester will be notified and given the opportunity to clean the facility. If it is not cleaned within 24 hours following such notice, the LYCA may apply the deposit to the required cleaning charges.

13. No chairs, tables, or other furniture, appliances, or supplies may be removed from the club house for personal use.

CLUBHOUSE AGREEMENT

This Agreement is made between Landmark Yorktown Community Association (Association) and _____ (User) a member of the Association who resides at _____ Huntington Beach, CA.

User has requested the use of the Clubhouse owned by the Association. In consideration of the mutual covenants contained herein, the parties hereby agree as follows:

User has provided a refundable \$200 deposit and a nonrefundable \$50 usage fee (separate checks) in advance of a reserved event. The Association hereby grants to User permission to use the Clubhouse for his/her personal use on _____ from _____ until 10 p.m. (includes setup time).

The User understands that Clubhouse rental is for the Clubhouse only. The pool may not be reserved for private parties. The following rules are considered to be part of this Agreement:

1. Clubhouse Hours: Events may begin after 9 a.m. and must end by 10 p.m.
 2. User must be 21 years of age or older
 3. User must be in attendance at the event at all times.
 4. User will monitor all guests at the event and will be fully responsible for their conduct and safety.
 5. **Noise will be kept to a minimum** so the residents adjacent to the pool are not disturbed. No yelling, loud radios, running, or rowdiness are allowed in the pool area. **The pool and spa must be kept open for the use of all residents.** Upon receipt of a complaint of disturbing other residents, a warning will be given. In the case of a second complaint during the same event, a Board member will order the event shut down and the deposit forfeited.
 6. User and guests must obey all pool and spa rules (attached).
 7. Alcoholic beverages will not be served to anyone under 21 years of age. Alcoholic beverages may not be sold at any time. All beverages in the pool area must be in unbreakable containers. Alcoholic beverages will not be consumed in the pool or spa.
 8. Furniture may not be removed from the Clubhouse building. Pictures and wall ornaments may not be taken from the walls. Folding tables and chairs stored in the Clubhouse may be used directly outside the Clubhouse and must be returned to storage.
 9. User is responsible for all damage done by his/her guests, both in the Clubhouse and the entire complex.
 10. The posted capacity of the Clubhouse shall not be exceeded at any time.
 11. The Clubhouse, including the BBQ and bathrooms, must be cleaned and restored to the original state no later than noon of the day following the event. Cleaning procedures as posted must be completed. User's products in the refrigerator and all trash resulting from Clubhouse use must be removed from the Clubhouse and pool area and disposed of by the User.
 12. The Clubhouse keys must be returned to the Clubhouse Coordinator.
 13. User is responsible for scheduling an inspection by the Clubhouse Coordinator to determine the cleanliness and undamaged state of the Clubhouse after the event.
- If, in the opinion of the Association, any of the above rules are not followed, the \$200 deposit will be forfeited. If any damage exceeds the deposit, additional expenses will be assessed on the User's Association bill.

Signature hereon denotes agreement with all of the above terms and conditions.

User Signature: _____

Date: _____

11/24/10

LANDMARK YORKTOWN

Community Association

This Amendment remains in effect and has not been changed as of 8/3/2020.

AMENDMENT TO THE RULES AND REGULATIONS:

The Board of Directors has issued the following resolution to amend the Rules and Regulations of the Association:

WHEREAS, the Board of Directors of the Association have consulted with an expert familiar in the area commonly known as "TOXIC MOLD" and counsel for the association to discuss the issue of mold, funguses, mildew and / or other organisms that may adversely affect the property and the health of the individuals who occupy said property.

WHEREAS, the Board of Directors of the Association have been advised that mold, mildew, funguses and / or other organisms have been detected in areas within the Association and plans have been made to eradicate the potential problem.

WHEREAS, the Board of Directors of the Association are concerned that mold, funguses, mildew and / or other organisms may be within an individual unit and the homeowner may not be aware of the potential problem.

WHEREAS, the Board of Directors of the Association has been advised by counsel that real estate agents in the area will ask a potential Buyer of Lessee to sign a Toxic Mold Disclosure / Advisory form. One purpose of the form is to advise potential Buyers and Lessees of the issue of "Toxic Mold" and to suggest that the property be inspected. The costs of any inspections shall be the responsibility of the homeowner.

WHEREAS, the Board of Directors of the Association, after due deliberation on this issue, believes that it is in the best interest of the Association to require that any homeowner who has their property inspected for any form of Toxic Mold shall provide the Association with a copy of the report.

NOW, THEREFORE BE IT RESOLVED, that effective April 20, 2004, any present owner of a unit within the Association shall be required to provide the Association with a copy of any reports from a qualified inspector to determine whether or not there is any presence of any mold, funguses, mildew and / or other organisms within their unit. The report shall be provided to the Association within five (5) business days of the receipt of the report.

RESOLVED FURTHER, that the eradication of the mold, funguses, mildew and / or other organisms shall be the responsibility of the homeowner, unless the mold, funguses, mildew and / or other organisms is found in a common area.

RESOLVED FURTHER, that a copy of this Amendment to the Rules and Regulations shall be mailed to each and every homeowner or record as of this date in the next monthly mailing.

James M. (acting)
President

Kevin M. Garity
Vice President

Secretary

Bred K. Kishin
Treasurer

Dated

3-18-04