

FOUR SEASONS AT WESTSHORE COMMUNITY ASSOCIATION

Community Guidelines (Rules)

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Four Seasons at Westshore Community Association

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A Planned, Age Qualified (55+) Community Membership Information

Four Seasons at Westshore Community Association (Association) offers many advantages to the Members. In order to protect and preserve these benefits, however, certain limitations and restrictions are placed on members of the association.

Four Seasons at Westshore Community Association is a California non-profit mutual benefit corporation consisting of those owners of residences within the ultimate boundaries of the association. Four Seasons at Westshore Community Association is governed by the Declaration of Covenants, Conditions, Restrictions and Reservations of Easements ("Declaration"). It is a senior housing development and subject to special provisions. These Community Guidelines supplement the governing documents as provided for in the Declaration. The purpose of Four Seasons at Westshore Community Association is to ensure that the Common Area will be maintained in an attractive manner and will be available for the enjoyment of all Members. Automatic membership in the association by owners within the community provides a revenue base for sharing the future costs of maintaining the community.

The attached Community Guidelines have been developed with consideration given to providing each Member with the greatest enjoyment of the amenities without infringing on other Members and their rights to quiet enjoyment of their homes and community. Although these Community Guidelines support the CC&Rs, they do not cover the entirety of that document. Please be sure to read the CC&Rs carefully.

CLUB MEMBERSHIP

Each lot owner of record is automatically a Member of the Lodge. Each Member will be required to complete the Club Use Agreement, which will identify each occupant of the household, the relationship to the qualifying resident and verification of age (driver's license, passport, etc) in order to receive a membership card. One card will be issued to the qualifying and qualified permanent residents only. Replacement cards can be issued for a fee of \$5.00 and only after the lost card has been deactivated.

Members leasing their home will not be issued membership cards but do retain voting privileges. Qualifying Members will be required to complete the Club Use Agreement with proof of age in addition to providing a copy of the lease agreement.

Permitted health care residents and residents with special living arrangements may be issued a membership card at the discretion of the Board of Directors.

Upon transfer of ownership of a property or termination of a lease, the Member will be required to return the membership card to the staff. The new owner of the property will be issued a card after completion of the Club Use Agreement and verification of age.

Membership cards will be issued by club staff between 9:00 am to 5:00 p.m., Monday through Friday, or by special appointment.

GENERAL GUIDELINES

A. ASSOCIATION PROPERTY GUIDELINES

1. Littering of the association property is not permitted.
2. Members do not have any right whatsoever to make changes or improvements to the association property.
3. Each Member shall be liable to the community Association and the other Member for any damages to any of the association property that may be sustained by reason of the negligence of that Member, the owner's family members, contract purchasers, tenants, guests or invitees.
4. Each Member shall make every attempt to prevent trash, leaves, lawn clippings, holiday trees, oil, or any other item (s) or substance(s) from accumulating in the gutter and washing into any street, public or private, drains preventing the Storm Water Quality System (SWQS) from operating properly.

B. BUSINESS AND COMMERCIAL ACTIVITIES

Limited non-residential uses are permitted on a property if they are professional, administrative, or any other reasonable business activity which has no signs or external evidence that a business is being conducted there. All such businesses must be in conformance with all governmental regulations governing the use of the lot as a home. Such businesses may not disturb other owners or generate traffic, deliveries or other nuisances. (CC&Rs Article 4, Section 4.3(a))

The following further defines acceptable business activities:

1. Activities conducted by Declarant or Community Builder may use the lots for which the right has been reserved in Article 4 of the CC&Rs.
2. A Project Rental Office for the rental or management of a Project only. It may not be used as a motel or short-term residence.
3. The operation of a small home-based business that complies with the following:
 - a. The operator of the business lives in the Residence on a permanent, full time basis.
 - b. When conducted in the community, business activities take place solely inside the residence.
 - c. The activity complies with all laws, regulations and ordinances applicable to the community, including zoning, health and licensing requirements.
 - d. The activity otherwise complies with the governing documents and is consistent with the residential character of the community.

- e. The operator of the business does not post signage anywhere in the community.
- f. There is no visible evidence in the community of the business activity.
- g. The activity does not generate noise or odors that are apparent outside the residence.
- h. The business does not increase the community association's liability or casualty insurance obligation or premium.
- i. Clients may visit the residence, but all clients shall adhere to the Association's parking regulations.
- j. Except as specifically provided in the Declaration, no businesses within the Development shall operate before the hours of 8:00 a.m. or after 9:00p.m. This is an age restricted community where residents retain the right to quiet enjoyment of their property.

4. The provision of in-home health care or assisted-living services to any resident of the community.

C. OFFENSIVE CONDUCT, NUISANCES & NOISE

1. Noxious or offensive activities are prohibited in the Development.
2. Nothing is permitted which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to any Member or which will interfere with their enjoyment of any area in the Development.
3. Noise, barking or excessively loud noise music is not permitted to emanate from a Resident's Lot, vehicle, or the vehicles of their guests and invitees which would unreasonably disturb another resident's enjoyment of their Lot or of the Common Area.
4. Nuisance activities may not be undertaken in the community or on any street abutting the community or exposed to the view of other lots, condominiums or association property, without the Board Of Director's prior written approval. Nuisance activities include, but are not limited to, the following:
 - a. Hanging, drying or airing clothing, fabrics or unsightly articles in any place that is visible from other residences (and lots, if applicable), association property or streets abutting the community.
 - b. The creation of unreasonable levels of noise from parties, recorded music, radios, television or related devices, live music, or any live or recorded performance.
 - c. Repair or maintenance of vehicles or mechanical equipment, except minor maintenance and repair in a garage.
 - d. Outdoor fires, except in barbecue grills and fire pits designed and used in such manner that they will not create a fire hazard.
 - e. Outdoor storage of bulk materials or waste materials except in temporary storage areas designated by the Architectural Review Committee.

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- f. Any activity which may 1) increase the rate of insurance in the community, 2) result in cancellation of the insurance, 3) obstruct or interfere with the rights of other owners or the community association, 4) violate any law or provisions of the community association governing documents or Community Guidelines, or 5) constitute a nuisance or other threat to health or safety under applicable law or ordinance.
- g. Any other activity determined by the Board of Directors to be a nuisance as provided in the governing documents.

Leasing/Renting Procedure

1. No owner shall be permitted to lease his residence for transient, time-share, extended vacation rental, halfway house, or hotel or similar purposes.
2. No owner may lease less than the entire residence.
3. The owner shall notify the association of the duration of the lease and shall provide the association with the names of the tenants, names of the members of the tenant's household, the tenant's telephone numbers, and such other information as the board deems appropriate.
4. Any lease agreement is required to be in writing and provide that the terms of the lease are subject to all of the provisions of the Master Declaration including the Bylaws and any Community Guidelines adopted by the Master association.
5. All tenants are bound by the same rules as owners of the association. The owner renting the residence shall be strictly responsible and liable to the Association for the actions of the tenants. Enforcement of the Community Guidelines will be through the owner/Member. It is important that all Guidelines are presented to, reviewed and agreed to by the tenant.
6. Every owner of a residence that is occupied by a tenant pursuant to a rental agreement or otherwise, agrees to and shall indemnify and defend the association, its officers, directors, managers and agents and hold them harmless from any cost, loss, claim, or damages or any kind, including but not limited to attorneys' fees arising out of the conduct or presence of the occupants of the residence and their guests within the development. This provision shall also apply to any cost, loss, claim or damage arising or alleged to have arisen out of the enforcement or non-enforcement by the association of the declaration against such occupants and their guests.
7. All costs, including attorney's fees incurred by the association to enforce the declaration against such occupants and their guests shall be reimbursed to the association by the owner and maybe assessed by the association to that owner as a reimbursement assessment.

Tenant Guidelines

1. The owner shall have the responsibility to provide their tenants with the association's governing documents.
2. The owner will, at all times, be responsible for his or her tenant's compliance with all of the provisions of the association's governing documents. Penalties and other actions to correct violations will be assessed against the owner even though tenants committed the violation.
3. For the purpose of these Community Guidelines, a tenant shall be defined as anyone in possession of an owner's residence in exchange for any sort of consideration.
4. The owner is solely responsible for the payment of the assessments. Owners can not delegate this responsibility to their tenants. Failure to pay the assessments will result in a Notice of Lien and potentially, foreclosure.
5. Careful screening of tenants prior to renting property is important to protect the owner's investment in the property. Disturbances and disorderly conduct by tenants can result in a fine or legal action against the legal owner. Preserving the community and maintaining harmony among residents is the ultimate goal of the association. If a tenant is violating these goals, the owner is required to take the necessary measures to correct the situation.

Pet Guidelines

CC&Rs Article 4, Section 4.14

1. An owner may keep and maintain on his or her unit domesticated pets such as birds, dogs, cats, reptiles and aquatic animals provided that they are not kept, bred or maintained for any commercial purposes, not to exceed three (3) in number except for aquariums. No animals, including but not limited to reptiles, rodents, birds, livestock, or poultry, shall be raised, bred or kept on any lot for commercial purposes.
2. All accepted pets must be in conformance with any City ordinances.
3. All dogs must be maintained on a leash and held by a person capable of controlling the animal when outside of a lot. Local municipal ordinances regarding leash laws will be strictly enforced.
4. No animal may be tethered outside a residence.
5. Each owner is responsible for immediately removing defecation of his or her dog, cat or other animal from the property of the association or neighboring lots.
6. Excessive dog barking or other animal noise audible from within an adjacent lot's residence for more than 10 minutes within an hour will be deemed a nuisance.
7. Each owner will be held responsible for any damage to the association property due to his/her pet(s). In addition, each owner will be responsible for any damage to the property of another due to his/her pet(s), either by financial reimbursement or corrective action to be determined by the Board of Directors.
8. The Association shall have the right to prohibit any animal from the development that in the Board Of Directors sole discretion, is determined to constitute a nuisance or danger to any other person. Aggressive dogs must be securely confined at all times when not on a leash held by a person capable of controlling the dog and muzzled.

Parking and Vehicular Guidelines

1. These rules and all applicable parking provisions in the Association CC&Rs, as well as all applicable provisions of the California Vehicle Code, will be strictly enforced. Overnight parking shall not be permitted, except for occasional overnight guests with the exception of that portion of Hovnanian Drive outside the gates.
2. Each garage must be used primarily for parking and be able to accommodate vehicles to its maximum parking capacity before being used for storage. For example, if an owner has a two-car garage and owns two cars, both must be parked inside the garage and not on the common area. Once a garage is first utilized to its capacity for vehicle parking, residents may park additional vehicles on their lot's driveway.
3. As long as all of the resident's vehicles are parked within the locked garage, one parking space, or other areas of the garage, may be used for personal property storage or other non-vehicle parking purposes such as workshops.
4. Garages must be used for parking of vehicles only and shall not be converted or remodeled for living or recreational activities. (This does not apply to model homes used by the Master Declarant or Community Builders.)
5. Each garage door shall remain closed except during the time required for entry and exit of vehicles and individuals or during times when the garage is occupied for other purposes.
6. Motor vehicles are not permitted on the front yard landscaping.
7. The term "truck, van or commercial vehicle" shall not include sedans or standard size pickup trucks and vans that are used for both business and personal uses, provided that any signs or markings of a commercial nature on such vehicles shall be reasonable and inoffensive.
8. No trailer, motor home, camper, boat, or any other recreational vehicle, shall be parked, kept or permitted to remain within the Development unless placed or maintained completely within an enclosed garage, or located in enclosed side yards or back yards and below the fence line and otherwise not visible from the streets or common area.
9. Loading and unloading of recreational vehicles is permitted as long as the vehicles are not parked on a regular basis and are not parked for a period of time exceeding forty-eight (48) hours. (CC&Rs Article 4, Section 4.11(a)).
 - 9.a Motor homes or other recreational vehicles of guests shall be parked in front of the Residence for a period of no more than forty-eight (48) hours.
 - 9.b No power cords may be run across roads.

10. The Architectural Review Committee may permit the storage of recreational vehicles within the fenced side yard or backyard area of a lot that is not completely screened from ground-level view, if the committee finds that such partial visibility is not harmful to the aesthetic qualities of the Development.
11. Washing and polishing of motor vehicles, boats, trailers, campers or motor-driven cycles and related activities are permitted.
12. No dilapidated, inoperative, unsightly vehicles or abandoned vehicle shall be parked, kept or permitted to remain upon any area within the Development unless completely enclosed within a garage.
13. Each vehicle operated or located within the Development shall maintain, and the board shall have the authority to require written evidence of, current registration which permits the vehicle to be legally operated on public streets.
14. Minor vehicle maintenance or repairs are permitted within the garage of a residence.
15. Owners shall be responsible for preventing vehicle fluids from accumulating on driveways or on streets within the community. Such fluids shall be immediately removed and the roadways/driveways cleaned. The use of drip pans is permitted only on a temporary basis and such pans may not be left upon a driveway when the vehicle is not present.
16. Any vehicle parked in violation of any of the provisions of the governing documents may be subject to tow at the vehicle owner's expense. If the vehicle belongs to a non-Resident or guest of the Development, towing of it shall be subject to the provisions of the law.
17. Any cost incurred by the association as a result of towing and/or storing a vehicle, will be assessed as a reimbursement against the owner.
18. Temporary parking passes may be issued at the discretion of the Board or Association's community manager.
19. Pursuant to Section 4.11(4)(i) of the Declaration, violations of the parking rules may subject the violating vehicle to towing at the owner's expense.

Sign Guidelines

"For Sale" or "For Rent" Signs

Section 4.8 of the CC&Rs gives the board permission to adopt limitation on signs to the extent permitted by law, including, without limitation, restrictions on the size of the signs, the duration of their posting and their location. Consistent with these regulations, the board has approved the following standards for "For Sale" or "For Rent" signs. Owners listing their lots with a real estate agent are responsible for ensuring that the agent complies with these standards.

1. The sign for the purpose of selling or renting a residence must be of customary design and reasonable dimensions and may not exceed 9 (nine) square feet in size.
2. Only one sign is permitted per Lot. Only one additional "rider" sign showing a name, telephone number, and/or the word "Sold" is permitted, provided that both the sign and rider sign fit within the 9 (nine) square foot rectangular area.
3. The top of the sign shall not exceed 5' above ground level.
4. No sign shall be attached to the ground by means other than a conventional, single vertical stake which shall not exceed 4" x 4" in diameter. Posts, pillars, frames, or similar arrangements are prohibited.
5. Signs shall not be placed on association property, which includes, and may not be limited to, landscaping, median islands, parkways, poles and buildings or other residential property.

Open House Signage on Association property:

1. Owners (or their agents) wishing to advertise "OPEN HOUSE" at the property address for the purpose of selling their Residences, must use a standard sign to conform as follows: (1) no larger than 10" x 30", and (2) the words "OPEN HOUSE".
2. Only one (1) OPEN HOUSE directional sign, pointing in any one direction, per street corner will be allowed. (i.e. if there is more than one open house heading in the same direction, there will still be only one OPEN HOUSE sign used as a directional to the open houses.)
3. An owner may display an OPEN HOUSE sign as described above on real property owned by others only with their consent.
4. Homeowners featuring "open house" activities are not permitted to display flags, banners, balloons, or "makeshift" signs.

5. The Association will summarily remove and dispose of signs not complying with the Community Guidelines.
6. No signs are permitted on Four Seasons at Westshore Community Association property except for one "Open House" directional sign per unit at intersections. However, in no case can there be more than one "Open House" directional sign per corner. "Open House" directional signs must fit within an 18" x 30" rectangular area and have no rider signs.

Other

1. Non commercial signs, posters, flags, or banners on or in an owner's separate lot are permitted, (not Common Area in accordance with California Civil Code) unless it would interfere with the public health or safety, (or if the posting or display would violate a local, state or federal law).
2. No such sign or poster shall exceed nine (9) square feet in size and no such flags or banners shall exceed fifteen (15) square feet in size.
3. Such signs, posters, flags, or banners may be made of paper, cardboard, cloth, plastic, or fabric and may be posted or displayed from the window, door, or balcony of the home.
4. Such signs may NOT be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative material or component, or involve the painting of architectural surfaces.
5. All such signs, posters, flags, or banners shall be permitted so long as they are in good presentable condition.
6. Signs displayed with respect to political and other elections shall be removed within seven (7) days from the date of the election and/or ballot measure.
7. The association shall have the right and power to impose other reasonable restrictions on the duration of the posting of displaying of such signs, posters, flags or banners.

This section shall not apply to signs placed or maintained by Declarant or Community Builders.

THE LODGE FACILITY GUIDELINES

Hours of Operation: The Lodge shall be open on the days and during the hours established by the association. The hours of operation may be amended seasonally, and the Lodge may be closed periodically for cleaning/maintenance and on national holidays. Subject to special functions and events, the hours of operation are as posted.

General Regulations:

1. No alcoholic beverages will be sold or served to any person not permitted to purchase the same under the laws of the State of California. Any person under the age of twenty-one (21) who shall have in his possession or control alcoholic beverages on The Lodge property shall be ejected from The Lodge. Alcoholic beverages may only be brought to The Lodge for parties and special events at the discretion of, and subject to the policies of, the association and completion of appropriate agreements and applications.
2. No person shall have in his possession or under his control any controlled substance. Any person who shall have in his possession or control any controlled substance shall be ejected from The Lodge.
3. Food and beverages may only be brought to The Lodge for parties and special events at the discretion of, and subject to the policies of, the association.
4. Limited staffing of The Lodge is provided for in the association's budget. Members and Guests are required to dispose of their trash after consuming food and beverages at The Lodge and are generally urged to cooperate in keeping The Lodge facilities clean and free of debris.
5. Members must conform to all Lodge policies and standards. Any person who is intoxicated may be denied further sale or consumption of alcoholic beverages while on The Lodge property and may be requested to leave The Lodge facility.
6. All persons on The Lodge property are expected to restrain themselves from the use of profanity and unruly conduct.
7. Members and their Guests may not abuse any of the employees of The Lodge, verbally or otherwise. All service employees are under the supervision of the association and no Member or Guest shall reprimand or discipline any employee or send any employee outside of The Lodge for any reason. Members and Guests shall not request special services from employees of The Lodge.
8. Commercial advertisements, private announcements, pamphlets, petitions, and solicitations shall not be posted or circulated in The Lodge without the prior written approval of the association or management.
9. Shirts and shoes must be worn at all times when on The Lodge property, except in the pool and adjacent patio areas. Swim suit covers must be worn over bathing suits inside The Lodge facility.

10. Smoking, including cigar and pipe smoking, is not permitted within any of The Lodge facilities, other than designated outdoor areas.
11. Dogs (other than seeing-eye dogs) or other pets are not permitted on The Lodge property except under special circumstances when authorized by The Lodge.
12. Firearms and other weapons of any kind are prohibited in The Lodge facilities and on the common areas except as otherwise provided by Item 18 of the Memorial Service Guidelines.
13. No personal barbecues, tents or tarps may be brought onto The Lodge property.
14. Gambling is prohibited on or about The Lodge facilities. This prohibition is not intended to restrict card playing or board games.
15. Skates, in-line skates, skateboards, and bikes may be used on paved driveways only for access to the entrance to The Lodge. None of the foregoing may be used in the Lodge or in areas adjacent to the pool. Skates, in-line skates, skateboards, and bikes left on The Lodge property must be stored in the appropriate areas and are stored at users own risk. Such items may not be stored in such a way as to block access to The Lodge or to create a trip hazard and will be removed if staff determines that such a hazard exists.
16. To facilitate the proper management of The Lodge facilities, all complaints or suggestions of any kind relating to any of the operations of The Lodge should be written, signed, and addressed and delivered to the association or management.
17. No property belonging to the Association may be removed from the Lodge for personal use in a residence.

Guidelines for Guests

Use of Facilities by Guests: When guests are visiting, they are welcome to use The Lodge facilities at times when Member programs are not scheduled or during light Member use periods subject to the rules set out in this section. Hours for guests use may be adjusted to meet Member demands/event schedules and are subject to change without notice. Guests must be accompanied by a Member when using the Lodge Facilities at all times and the Member is responsible for the guest's behavior.

Guest Use Restrictions and Rules

1. General Use

Guests may not operate Theater Room equipment.

Facility	Access for Guests Under Age 18
Game Room	Aged 14-18, 1:00-4:00 PM Daily
Ping Pong	
Shuffle Board	
Tennis Courts	
Theater	Under 18, 1:00-4:00 PM Daily
Pool	Aged 2-18, 1:00-4:00 PM Daily with some additional restrictions
Spa	Aged 5-18, 1:00-4:00 PM Daily
Billiards Room	No access for safety reasons
Bocce Ball	
Fitness Rooms	
Horseshoe Courts	

2. Additional Pool and Spa Usage Rules

Adult Supervision. The Responsible Adult must be capable of responding appropriately to a person in distress. There is no lifeguard on duty and use of the Pool is at the swimmer's own risk.

Hours of Use. Guests ages two (2) to eighteen (18) may swim in the Pool and Spa in accordance with the rules daily from 1:00 PM to 4:00 PM.

Number of Guests. No more than 3 guests under the age of 18 years per Responsible Adult are allowed in the Pool or Pool area.

Pool and Spa Use Restrictions.

- Guests under the age of two (2) are not permitted in the pools.
- Guests not potty trained must use swim diapers.
- Guests who are between the ages 2-7 are not allowed in the pool's deep end and must be accompanied in the pool by a responsible adult who can swim.
- Guests ages 8-18 years can use the pool only if supervised by an adult.
- Guests age 18 years and under are not allowed in the lap lanes.
- Persons under the age of 5 years are not permitted to use the spa for safety reasons.
- Guests ages 5-18 years can use the spa provided they are closely supervised in the spa by a responsible adult that can swim.

POOL / SPA RULES

Hours of Operation: The hours of operation may be amended seasonally. Subject to special functions and parties, the hours of operation are as posted.

Lifeguards are not provided. Use of the Pool/Spa is at the swimmer's own risk.

Use of Spa: **Use of the Spa is at user's own risk.**

- a) Pregnant women and others with medical conditions including hypertension, heart conditions or those on medication should check with their physicians before using the Spa.
- b) Individuals who have recently consumed alcoholic beverages should avoid using the Spa.
- c) It is recommended that persons take appropriate precautions when using the Spa and should not use the Spa for more than ten (10) minutes at a time.
- d) See Guidelines for Guests provisions above with respect to use of Spa by minors.

General Regulations:

1. Use of pool showers is required prior to entering the pool or spa in order to remove suntan oils and lotions.
2. Regular swimming attire is required. Cut-offs, shorts and other types of street clothes are not considered appropriate swim attire and may clog and otherwise damage pool equipment.
3. Wet swim attire is not permitted inside the Lodge, except in the locker rooms.
4. Long hair should be tied up or enclosed within a swim cap. All bobby pins and hair pins must be removed prior to use of pool and/or spa.
5. No diving is permitted in the pool. No climbing is permitted on any structure.
6. No glass or sharp objects may be brought into the pool/spa area.
7. No food or beverages may be brought into the pool. However, food and beverages may be consumed at adjacent patio areas specifically designated for such purpose.
8. All persons using the pool/spa facilities are expected to dispose of their own trash prior to leaving the area.
9. Smoking is permitted only in designated areas.
10. Radios, compact disc players and other such devices may only be used with earphones.

11. Dogs (other than seeing eye dogs) or other pets are not permitted within the pool area except under special circumstances when authorized by The Lodge or association.
12. Running or boisterous behavior is not permitted. Throwing of Frisbees, wet clothes, or any other object is not permitted within the pool/spa areas.
13. Lap lanes may be designated in certain areas of the pool. Lap lanes are designed for lap swimmers and water walking. Lane dividers may be used as a safety measure to separate lap swimmers from other pool users. Disturbing the lane markers in any way is not permitted.
14. The use of inflatable floats is prohibited. This includes, without limitation, inner tubes, air mattresses, inflatable rafts. Water wings or "noodles" are permitted.
15. Snorkeling equipment, other than a mask, may not be used in the pool except as part of an organized course of instruction.
16. Persons using pool furniture must cover the furniture with a towel when using suntan lotions to prevent staining or damage to the furniture.

FITNESS CENTER GUIDELINES

Hours of Operation: The hours of operation may be amended as needed. Subject to special functions, the hours of operation are as posted.

Use of all equipment is at the user's own risk.

The Fitness Center is designed to enhance low to medium range strength and cardiovascular activity for Members. Prior to using the Fitness Center, Members should obtain proper medical advice from their physicians.

General Regulations:

1. Proper workout attire is required.
2. When others are waiting to use equipment, use of cardio-equipment is limited to thirty (30) minutes per person.
3. Members must bring their own towels and wipe down equipment after use.
4. Food and beverages may not be brought into the Fitness Center except for water in sports bottles.
5. Televisions are provided for the convenience and enjoyment of Members and Guests. Programs will be tuned to satisfy the interests of the majority but the final decision rests with staff. Portable radios and other audio devices may be used, but only with earphones.
6. Locker rooms and showers are provided for the use and enjoyment of Members and Guests. Lockers are available on a first-come, first-served basis and may only be used on a daily basis. Members must supply their own locks. No clothing or personal effects should be left unattended or unsecured in the locker rooms. Guests over the age of four (4) are not allowed in the locker rooms of the opposite sex.
7. Personal trainers: Only a personal trainer, who has met the Association-approved vendor guidelines, carries proper certification and insurance and agrees to indemnify, defend and hold the Association harmless for any personal injury or property damage that may occur during the course of training is allowed to be brought into the Association Facilities by a Member.

Bocce Ball Court Guidelines

1. Glass objects are prohibited in the Bocce Ball court areas.
2. Soft sole athletic shoes must be worn at all times.
3. Bocce Ball games shall be limited to one (1) hour when other players are waiting.
4. Proper etiquette for the sport must be maintained at all times.
5. The bocce ball can only be used to play the game itself, and is not to be used for any other purpose. The bocce ball can only be used by an individual who is capable of safely handling the ball by himself/herself, in the proper manner for the purpose intended and who requires no other assistance in handling the ball or playing the game.
6. Bocce Ball courts are to be kept clean at all times.
7. Association members may make individual court reservations up to one week in advance. Reservations may be denied at the sole discretion of the Board for reasons including without limitation, monopolization of reservation time by any Owner.
8. Guests may participate, but must be accompanied by a resident at all times.

Outdoor Fireplaces and Barbecue Area

1. This area is available on a first come, first serve basis, but Members may make reservations in advance.
2. Users must provide all utensils, paper and plastic goods, etc. **No glass is allowed!**
3. Users must leave the area in clean condition and remove ALL trash.
4. Users are required to ensure the Barbecues that were used are cleaned and shut off prior to leaving the area.
5. Only facility barbecues are authorized for cooking.
6. Because of the possibility of injury, within the confines of this area persons under eighteen years of age may not use the facilities without supervision and then only according to the Guidelines for Guests section.

Tennis Courts / Shuffleboard / Horseshoe Pit Guidelines

1. Glass objects are not permitted in the court areas.
2. Non-marking soles on tennis shoes must be worn at all times.
3. Proper tennis attire is encouraged.
4. Proper etiquette for the particular sport must be maintained at all times.
5. Hitting tennis balls against the windscreens is prohibited.
6. The court areas are to be kept clean at all times.
7. Court play shall be limited to one (1) hour when players are waiting.
8. Only Residents can sign up to use tennis courts.
9. All people waiting to play (and spectators) must remain off the court areas.
10. Un-sportsman like behavior will not be tolerated. A staff member may give a warning and an incident report will be filed.
11. The courts may be closed for cleaning, maintenance, group lessons or special events, and may be unavailable for resident use.
12. Court play will be on a first come first serve basis. Individual court reservations may be made no more than one week in advance. Reservation time may be denied due to court time monopolization by any one homeowner.
13. Players playing together may not book court time back to back for extended playing time.
14. Guests may participate, but must be accompanied (in the specific area) by a resident member at all times.

LIBRARY / BILLIARDS ROOM / CLUBHOUSE GUIDELINES

1. Rooms are open for use daily during the open hours of the Lodge. Rooms may be unavailable with or without notice due to an activity or for maintenance.
2. Immediately report any problems or broken items to the staff.
3. Use of these rooms may be restricted or revoked if use is inappropriate or damaging as deemed by staff or management.
4. When people are waiting, use of the billiard tables limited to 60 minutes with the exception of pre-approved, prescheduled times.
5. No food or beverages are allowed on felt areas of the billiard and card tables.
6. For protection of the equipment and safety of Members and Guests, please do not sit on the billiards or game tables.
7. Do not remove billiard balls or cue sticks from the room.
8. When taking a hard-to-reach shot, one foot must always be on the floor. For protection of the billiard table, no masse shots (shooting straight down on the ball) are permitted.
9. When finished playing billiards, cue sticks must be returned to the racks and billiard balls returned to table pockets.
10. The Library will operate on the Honor System. Books taken from the Library should be returned within a reasonable period, not to exceed thirty (30) days. The Library is supported, to a large extent, by Member book donations. Donations should be in good condition and of an appropriate nature.
11. Reference materials, periodicals and newspapers must remain in the Library.
12. Cards and board games should be returned to their containers and property stored when finished with play.
13. Guests are allowed in the Library, Billiards Room, Card Room, and Clubhouse only if accompanied at all times by a member.

FACILITY RENTAL GUIDELINES

The Lodge, Clubhouse and common area grounds have not been turned over to the Four Seasons at Westshore Association. The Association has entered into a Use Agreement with the Developer to allow the Four Seasons at Westshore Members the opportunity to use these areas. The following are the provisions to rent the Lodge Ballroom or Clubhouse:

1. Clubs/groups and Members can use the Lodge facilities for a 1 time special event. Reservation of The Lodge Ballroom or Clubhouse is limited to Four Seasons at Westshore Members for a personal, non-commercial event, such as a birthday or anniversary. The Member reserving the room must be present during the event. This Member must be in good standing with the Association. This Member will be responsible for the conduct of all guests who attend that function. Commercial events must be arranged through the association manager.
2. A Member wishing to reserve the facilities must contact either the Activity Coordinator or General Manager. They will provide information and the appropriate forms and contracts according to the needs of the event.
3. The facilities may not be used for commercial purposes other than those endorsed by the Four Seasons at Westshore Community Association and events in which Association members may participate or Developer determined functions. Facility usage is approved free of charge for Four Seasons sponsored events, Developer use or other functions approved by the Board of Directors or the General Manager.
4. All reservations are considered tentative until the security deposit and rental fee have been received, reviewed and approved. A reservation is not considered approved until the Member receives confirmation.
5. The reservation of the Lodge Ballroom or Clubhouse does not include use of the pool or other recreational areas by attendees of the event. Attendees are restricted to the areas originally reserved.
6. The Association, Developer or a staff member reserves the right to close any of the facilities at any time in order to repair, clean and maintain premises or in case of an emergency.
7. Any violations of the Rental Agreement may lead to loss of future facility privileges and/or fines.

Memorial Services Guidelines

The community recognizes that the loss of one of its own who calls Four Seasons at Westshore home is a stressful event for the family. Our operating procedures for a Memorial Service held in our Lodge have been designed to make it as simple as possible for the grieving family.

1. Memorials can be scheduled whenever the family wishes, as long as the ballroom is available at that day and time.
2. The family may use the ballroom at the Lodge for a memorial with no charge. They must fill out and sign the necessary paperwork. They do not need to post any security deposits or bonds.
3. At the family's sole discretion, the Memorial Service may be open to the Four Season at Westshore Community.
4. Friends and relatives of the deceased do not need to sign waivers upon arrival.
5. The Lodge director shall be informed and assist the family, if they wish, in notifying the community of the time of the service and provide any relevant information that the family wishes to share.
6. Food can be either provided by a caterer and/or be a community potluck. Caterers need to be approved and registered for insurance purposes and there is a requirement that a homeowner post some insurance. The Association will maintain a list of approved caterers who have worked at the lodge who are already registered. If the catered food is delivered directly to the homeowner and the family brings it to the lodge they do not need to have approval.
7. The privacy gates will be opened for two hours prior to the memorial and during the memorial. There is no reason to give out gate codes to family members arriving from out of town. Staff will inform the proper personnel. The Lodge has two signs for Memorials that may be posted on Del Paso Road and the entry gate to assist arriving guests.
8. Music may be selected by the family. They may choose live music or use the speaker system to play CDs or bring their own computers and devices.
9. The tables, chairs, formal table cloths etc. shall be available for use. (It remains the family's responsibility to launder them after the event.) Extra tables and chairs should be put back in the storage room after the service. A screen, laptop, and projector are available for use. The Lodge director or facilities committee members can assist in the setup.

10. It is acceptable to offer wine and alcoholic drinks as a beverage to legal age attendees. The lodge coffee pot is available to the family.
11. Items needing to be chilled may be put in the refrigerator the evening before or morning prior to the event, unless there is an ongoing activity that takes precedence. The family may use ice etc. All leftover food and beverages must be taken out of the refrigerator within 24 hours.
12. The family will provide their own plates, cups, napkins and utensils. According to the Lodge rules candles are not permitted. However, battery run candles can be substituted.
13. Use of chafing dishes and warmers is permitted. The Lodge has several warmers and the family may use them if desired. The family are responsible for washing and cleaning these after the event.
14. The dishwasher may not be used by the family. They may consult with the lodge director or member of the facilities committee who is trained to assist with running the appliances after an event.
15. Set up shall be at the family's convenience, as much as 24 hours in advance, provided it does not interfere with any scheduled activities at the lodge.
16. Decorations and flowers may be brought in at the family's discretion. If holiday decorations are present in the memorial service room at the time of the service, they may be left in place if the family wishes. If they are moved or removed by the family, they shall be returned to their original spots within 24 hours.
17. Clean up does not need to be done immediately should the family want to visit with relatives or needs time to grieve but must be completed within 24 hours, unless the lodge facilities are needed sooner for a scheduled event. A cleanup committee of volunteers may be requested.
18. Should the deceased be military and entitled to an Honor Guard and gun salute, this will be permitted on the patio, where guests can watch the ceremony. They will inform the police department about this so it comes up on the police screen around the scheduled time. Therefore should there be any calls from local residents about gun fire the police can respond appropriately.

Lake Guidelines

CC&Rs Article 4, Section 4.18

1. No person shall release any animal or fish into a lake except under the direction of the association. Under no circumstances shall any carp, goldfish, Koi, or any other non-California native fish or wildlife be released into a lake.
2. Feeding of wildlife is prohibited including, but not limited to rabbits, birds, ducks and fish.
3. No waste material, sewage, garbage, petroleum, detergents, or any other chemical products, paper, food, or any other foreign objects shall be placed or permitted in the lakes or drainage system which serves the lake. No activity shall be carried on, except as required by Lake's waters.
4. No water shall be pumped out of the lake by any person for any reason except by the association or a governmental entity having control over the lake for storm drainage retention or other maintenance purposes.
5. Fishing is prohibited.
6. Swimming is not allowed. The water is not treated for swimming or other such use. The association will not be responsible for injury caused to persons in violation of this provision.
7. Boats and boating are not permitted.

This section shall not prevent the use of chemicals and other products in the lake by the association in carrying out its responsibility and exercising its right. The application in normal quantities of customary insect, animal, or plant control substances, liquid fertilizers and plant foods, or paint and protective compounds on lots or the discharge of storm drain even if containing materials prohibited by this section, but all such activities shall be carried out in the manner to immunize contamination of the lake.

Contractor Guidelines

All owners are to ensure that any contractor, or service provider, they hire to perform work adheres to the following:

1. Contractor shall abide by all traffic safety rules and signs, posted and otherwise.
2. Vehicles and other equipment must be parked in such a manner so as not to block traffic or access to fire hydrants, driveways or streets.
3. Contractors shall not leave vehicles, equipment, trash, construction debris or material on streets overnight.
4. Contractors should adhere to the following construction hours:
7 a.m. – 6 p.m.; Monday through Friday
9 a.m. – 6 p.m. Saturdays
No construction access on Sundays or Holidays
5. Portable toilets are not allowed.
6. Dumpsters are not permitted, unless previously approved in writing by the Board of Directors or Architectural Review Committee.
7. Association property shall be protected during construction. The owner will be responsible for repairing any damage to the association property caused by their contracted construction activity.
8. If lumber or other packaged material is unloaded in the street, street access must not be blocked and safety warning devices must be used while the material is being unloaded. The maximum length of time that material can be unloaded in the street is three (3) hours. Unpacked material, such as sand or soil, may not be unloaded in the street. Stockpiling in the street is prohibited.
9. No construction equipment, materials, debris or trash shall be allowed to accumulate or be stored on the lot or association property.
10. Contractors shall not bring or use alcohol or recreational drugs on site.
11. Contractors shall not bring animals (including dogs) on site. Contractors shall only be allowed to bring onto the Properties persons who are working with Contractor on the construction project.
12. Contractors must take all necessary safety precautions and shall erect and maintain barriers, lights, signs and other safeguards to give adequate warning to everyone on or near the site of dangerous conditions associated with their construction activity.

13. All construction activity must comply with local governmental codes/permits as well as plans approved by the Community's Architectural Review Committee.
14. At the end of the work day, the streets must be left broom clean. All debris (i.e. paper, bottles, cans and litter) must be removed from the job site on a daily basis. Street washing is strictly prohibited.
15. Contractors shall not play radios or other musical appliances so that the sound extends across property lines. Contractors shall minimize noise impacts from generators or other construction equipment.
16. Contractors must perform work in accordance with Best Management Practices and the Master Water Quality Management Plan (i.e. Erosion and sediment controls must be in place). Owners are ultimately responsible for contractor's adherence to Association Rules and Guidelines.

Compliance Guidelines

If the Board determines that there is a violation of the Restrictions, other than nonpayment of any Assessment, then the Board shall give written notice to the responsible owner.

1. It is anticipated that reasonable and effective communication between neighbors will be the first step in resolving issues and concerns.
2. If an owner has difficulty dealing with a neighbor in regard to a community issue or concern, please contact the Management Company.
3. In the event two or more Members of the Corporation file a Non-Compliance Report, or the Board of Directors or Management Company make independent observance of a violation of the governing documents, the association will take the following steps:
 - a. Send a letter stating the alleged violation and date needed to cure such violation.
 - b. Send a second letter with a notice of hearing date to the owner if violation is not cured.
 - c. A hearing is set not less than fifteen (15) days from date of written notice for the hearing.
 - d. Owner may attend in person or may submit a written response to the alleged violation at a hearing before the Board. A written decision will be sent to the owner following the hearing. Note: the board will make its determination even if the owner does not attend the hearing in person or by written response.
 - e. (Please see Procedure for Owner Hearing.)
4. The owner will be notified as to the decision rendered by the Board of Directors as a result of the hearing. If the owner is found to be in violation of the association's documents, the Board will either (a) seek remedy by use of alternative dispute resolution such as mediation or arbitration, (b) levy a Fine or Enforcement Assessment pursuant to Section 6.8 of the CC&Rs, or a Reimbursement Assessment pursuant to Section 6.7 of the CC&Rs, (c) suspend or condition the owner's right to use any facilities the community association owns, (d) suspend the owner's voting privileges as a member, (e) record a notice of noncompliance encumbering the owner's residence, or (f) a combination thereof.
5. If the decision is to pursue a monetary fine system, the association fine schedule will apply.

NOTE: A violation is defined as an act in conflict with the CC&Rs, Bylaws, Community Guidelines and Design Guidelines of the community association. Please be sure to read these documents carefully.

Fine Schedule

This general fine schedule and policy does not supersede other specific fine policies such as Architectural Design violations.

Those specific and more stringent violations and fine policies prevail over this general fine policy.

1. A letter will be sent to the owner stating the alleged violation.
2. A second letter will be sent to the owner stating the alleged violation continues and this letter will request the owner appear before the Board.
3. If the result of the hearing is a monetary fine, a fine of \$100 for first 30 days will be applied to the owner's account.
4. If the violation continues past 30 days, the fines will be doubled every 30 days until the homeowner is once again in compliance with the guidelines. Any fines not paid may result in legal action in accordance with California law.
5. The Board of Directors may determine to use alternative dispute resolution or cause correction of the violation to effect a cure and the owner may be responsible for legal fees and/or reimbursement of costs to the Four Seasons at Westshore Community Association.

NOTE: Should a violation occur which imposes a financial obligation on the Four Seasons at Westshore Community Association; the party responsible for said violation shall reimburse, by way of a Reimbursement Assessment, the Four Seasons at Westshore Community Association for this financial obligation. If, for example, a party damages a fence, tree or any other Common property, repair and replacement costs will be charged to that party.

Non Compliance Report

The association must receive a written report from at least **two** owners representing two residences of the community association to pursue violations that cannot be viewed during an inspection of the community (i.e., barking dog, noise nuisance, garage storage, etc.). Please be as specific as possible to allow the community association Board of Directors to expedite the process in a timely manner. All alleged violations would be evaluated to ensure they are considered an infraction as defined by the community Association's legal documents.

REPORT FILED BY:

Name: _____ Name: _____
 Address: _____ Address: _____
 Phone: _____ Date: _____ Phone: _____ Date: _____
 Signature: _____ Signature: _____

Name: _____ Name: _____
 Address: _____ Address: _____
 Phone: _____ Date: _____ Phone: _____ Date: _____
 Signature: _____ Signature: _____

VIOLATION INFORMATION:

Name: _____ Address: _____ Phone: _____
 (Alleged Violator's Name) (If Known)

Description of alleged violation: _____

(If additional space is needed, please use reverse side of form.)

Dates and times alleged violation occurs? _____
 How often does the alleged violation occur? _____

Procedure for Homeowner Hearing

Procedure:

1. Introductions and description of hearing session procedures.
2. Statement of violation by acting chairperson.
3. Violator's statement and presentation of oral or written evidence.
4. Review of CC&R requirements, Bylaws, and Community Guidelines of the community association.
5. Discussion and questioning of the violator by the community association Board of Directors or Enforcement Review Committee (ERC).
6. Questions and final statement by alleged violator.
7. Owner is thanked for coming and told that they will be notified of the community association Board of Director's decision within fifteen (15) days.
8. Board or ERC will deliberate and render a determination without owner present.
9. Enforcement procedures as applicable.
10. Adjournment.

DOCUMENTATION

Name of Owner: _____ Phone number: _____

Address: _____

Nature of violation: _____

Board ruling: _____

Additional comments: _____

Date: _____