

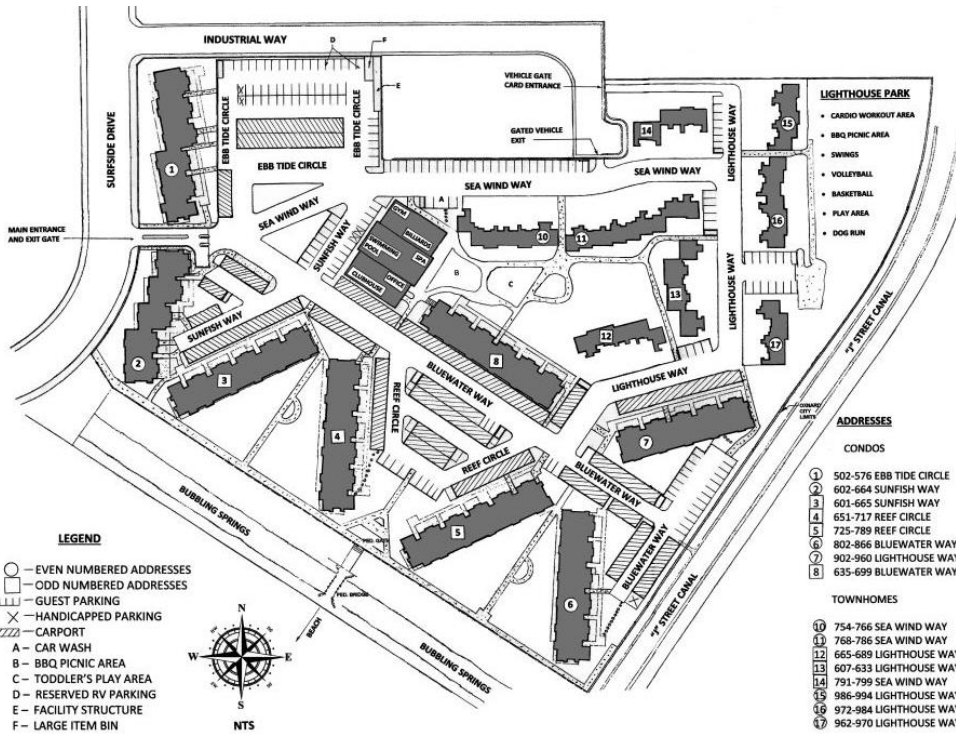
# RULES AND REGULATIONS

FINAL - NOVEMBER 12, 2023

## SURFSIDE III COA

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## **I. INTRODUCTION**

This Rules and Regulations (R&R) document explains what the Association expects from you as a neighbor, as well as what you can expect from your neighbors. The R&R's have been established pursuant to Article V of the Declarations of Establishment of Covenants, Conditions and Restrictions (CC&Rs), the Association's By-Laws, and by action of the Board of Directors. They apply to owners, guests, residents, tenants, and lessees (hereinafter collectively referred to as occupants) of Surfside III. From time to time, the R&R's may be changed in accordance with the current CC&R's. In addition to these R&R's, all occupants must comply with the requirements of the Davis- Sterling Act, applicable City of Port Hueneme codes and regulations, California Civil Code statutes, and all other government regulations, statutes, and codes.

Condominium living can be a pleasant and carefree experience if we all work together and exercise care and consideration for our neighbors. What you do or don't do has a direct effect on your property values and you and your neighbors' quality of living experience. We sincerely want the occupants of Surfside III to enjoy living here.

## **II. DISAGREEMENTS BETWEEN RESIDENTS**

Many concerns and areas of disagreements between occupants can be solved by communicating directly with each other. We strongly believe that it is the responsibility of all occupants to attempt to communicate directly with neighbors to resolve day to day nuisances and to settle small disputes when possible before filing a complaint with the Surfside III office. If you are uncomfortable communicating directly with your neighbors, contact the Surfside III office.

- Do not take your complaints directly to the Board Members.
- No Board Member may make a unilateral decision regarding any matter which has not been decided by a quorum of the Board Members.

## **III. ENFORCEMENT OF RULES AND REGULATIONS**

### **A. REPORTING**

1. Suspected or known violation must be reported to the On-Site Office or to the Management Company. This can be done by calling, emailing or in writing. Contact Information is stated on the Surfside III website [www.surfsideiii.com](http://www.surfsideiii.com) and [surfsideiii.org](http://surfsideiii.org). For matters that are serious, illegal, or criminal, call the Police or other appropriate authority. If possible, get a Police Report number.
2. Complaints must include dates, times, and specific details.
3. When evaluating reported violations, the on-site Staff will use the "Reasonable Person" standard to determine if action is required. The situation will be evaluated with deliberate consideration for what is appropriate under the circumstances. A Reasonable Person is a fictional person with an ordinary degree of reason, prudence, care, foresight, or intelligence whose conduct, conclusion, or expectation in relation to a particular circumstance or fact is used as an objective standard by which to measure or determine something (as the existence of negligence).

### **B. NOTIFICATION**

1. When a rule is violated, unit owners will be notified in writing of the specifics and such notice will serve as a warning. Subsequent rule violations may result in a fine. Fines for violations noted on page 9 Section V.
2. Certain rule violations will result in a fine without warning under special circumstances after a Board Hearing. These are noted within each of those rules.

## **IV. RULES AND REGULATIONS**

### **A. GENERAL**

1. Lockable bicycle storage rooms are available on a first come, first served basis for storage of non-fuel powered bicycles. Space cannot be reserved. The on-site office will issue a key upon request to the occupant to a storage room if space is available. All liability for storage is the sole responsibility of the occupant.
2. Garage sales are not permitted at any time, unless sponsored by the COA.
3. Only employees of Surfside III, members of the Board of Directors, or other authorized personnel assigned may adjust, modify or access locked or unlocked restricted areas, irrigation system devices, sprinkler heads or gate valves.
4. No person shall cause unreasonable disturbances or annoyances nor do or permit anything that will interfere with the rights, comforts, or conveniences of other residents.
5. Persons wishing to post information on the clubhouse bulletin boards must submit the material to the on-site office for posting. Posting of notices are not permitted elsewhere in the property.
6. Feeding of wildlife, including feral cats, and/or leaving food out for pets and/or wildlife within the complex is prohibited.
7. Common use areas may not be used by any occupant for their continued personal use unless authorized by the Board.
8. Behavior that results in police activity may result in a \$200 fine without warning after a Board hearing. COA staff will validate these situations via police reports, police logs and/or interviews with other residents. Each validated subsequent incident may result in subsequent \$200 fines.
9. The maximum speed limit within the complex is 10 miles per hour.
10. Recreational areas are provided for all residents. No one may play in the roadways or impede traffic.
11. Climbing on outside walls, gates, and fences to enter or exit the complex is strictly prohibited.
12. Trash/solid waste disposal containers are provided throughout the complex. There are three types of trash bins: general trash and waste, recycling containers, and a large disposal 30 cubic yard roll off container which is in the northeast corner of Building 1 parking lot. All waste must be placed in the appropriate container. Large items must be disposed of in the roll off container. No trash, garbage, or debris shall be left in a common area. Dumpster diving is strictly prohibited. Information regarding solid waste disposal is available on the City of Port Hueneme website at <http://www.ci.port-hueneme.ca.us>.
13. Smoking, whether it be tobacco, e-cigarettes, vaping, or any other alternative form of smoking is prohibited in stairways, balconies, patios, breezeways, elevators, all indoor common areas, or within 25 feet of any entrance or playground areas. This does not apply to the interior of the residential unit.

### **B. OWNERS' AND RENTAL UNITS**

1. A \$100 fee must be paid to the on-site office for each new rental occupancy of the unit.
2. When a unit is vacated by a renter or sold, the owner must notify the On-Site Office within ten (10) days of vacancy of the unit. An inspection of the unit by COA staff or licensed inspector selected by the COA will be performed prior to occupancy 15 days before close of escrow. Any costs for this service will be assessed to the current owner.
3. Any damage to the structural integrity or mechanical systems of the unit, must be repaired prior to re-occupancy or close of escrow. The COA will sign off on escrow after an inspection and/or repairs are completed.
4. All unit owners are required to ensure that the on-site office manager always has a working key to the owner's unit(s). These keys are to be used only in case of emergency such as flood, fire or other health or safety issues or in the case of ongoing repairs which need to be completed during the absence of owner/tenant. A \$500.00 fine without warning may be assessed for each event after a Board hearing wherein the staff could not access the unit in accordance with the COA procedure.
5. Non-emergency construction and unit repairs are allowed Monday thru Saturday 8 a.m. to 7 p.m. and

- 10 a.m. to 6 p.m. on Sundays.
6. Windows, screens, and security doors must be kept clean and in good condition at all times. Window coverings must be drapes, curtains, shutters, or blinds. Bed sheets, newspaper, foil, cardboard, or other similar items are not allowed.
  7. Open House signs are permitted to be displayed on common area the day of the open house and must be removed at the end of the open house.
  8. "For Sale" signs are only permitted in windows or doors of the unit.
  9. Owners may request from the Board permission to use the common area for a small flower garden immediately adjacent to their unit. No such garden may extend more than eighteen (18) inches, or as approved by the Board, into the common area from the unit and no such garden may interfere with existing plantings, sprinkler, irrigation lines, proper drainage, or any other utility. Owner is responsible for any damage caused by their use of the common area. If an owner abandons a garden, the area must be returned to its previous condition at the owner's expense.
  10. When an owner discovers construction defect(s) caused by a previous owner/tenant that affect the structural integrity or mechanical systems of the interior of a unit, the owner must repair the defects per the governing documents and report same to the COA. The repair obligation exists whether previous owner or the current owner was responsible for the defective work and if the defect was owner initiated rather than original construction defect or under the supervision of the COA. The repair obligation exists whether previous owner, current owner, or real estate agent violated disclosure laws. If an owner fails to repair the defect the COA may do so and assess the costs to the owner.
  11. All units and exclusive use areas must be maintained and kept clean to the Board's satisfaction.
  12. Owners and/or their agents are responsible to ensure that a signed tenant registration form is submitted within five (5) working days after occupancy to the On-site Office. A \$500.00 fine without warning may be assessed for each violation of this rule after a Board hearing every thirty (30) days. hereafter until occupant is registered. In addition, tenants will not be issued gate or clubhouse access keys/cards until registration is completed.
  13. Unit owners must inform all lessees of all provisions in the Rules and Regulation document.
  14. Owners are responsible for all fees and fines associated/levied against their unit.
  15. Owners are responsible for the initial issuance of gate transponder, security keys and Clubhouse cards. Replacements may be purchased at the On-Site Office. Lost COA keys/cards must be reported to the On-Site Office.
  16. Owners shall notify the On-Site in writing within ten (10) days upon normal vacancy in their unit(s) so that an inspection is performed before re-occupancy. Failure to ensure an inspection is performed before re-occupancy may result in a \$500.00 fine without warning after a Board hearing.
  17. Units cannot be subleased in whole or part. Violations may be assessed an initial fine of \$500.00, after a Board hearing, to the owner and every thirty days thereafter until the violation is corrected.
  18. Any damage to the general common area caused by an occupant or their guests shall be repaired at the expense of the unit owner.

#### **19. WATER AND/OR SEWAGE INTRUSION**

In the event of a water or sewer leak that causes damage to property (whether inside or outside a unit or wall abutting a unit):

- a. The owner must promptly report the leak and damage to the office, before doing or attempting any repair. On-site office number is (805) 488-8484. After hours/weekend numbers are shown in section (i).
- b. The office will then arrange for one or more inspectors selected by the association to inspect the damage and the leak to determine (a) as required by law, whether there is any mold or asbestos present, and (b) the origin of the problem. The association will pay the cost of the inspector(s), but if the origin of the problem is determined to be the responsibility of the owner, the owner will be required to reimburse the association for the cost of the inspector(s). The owner of the unit will provide the association and its inspector(s) with all necessary access to the unit to perform such inspections.
- c. After receiving the report(s) of the inspector(s), the association will immediately cause one or more contractors to repair all damage in the area of association responsibility, and the owner of the unit will provide the association and its contractor(s) with all necessary access to the unit to perform such work. The area of association responsibility shall be only (a) those areas inside the

- studs forming the boundaries of the unit, plus the drywall attached to those studs, and (b) in first floor units, the concrete foundations, and areas beneath those foundations (all areas other than those described in clauses (a) and (b) in this sentence are areas of owner responsibility). If the origin of the leak is determined by the inspector(s) to have occurred inside the area of association responsibility (such as in sewer or water lines between the studs and behind the drywall as described above), the repairs by the association will include any necessary repairs to those lines and to studs and drywall.
- d. Work performed by the association and its contractor(s) as described in paragraph (c) may require removal of, or result in damage to, cabinets, flooring, and other property within the unit. The association is not responsible for the repair or replacement of any such cabinets, flooring, or other property within the unit, nor for repainting walls, reinstalling wallpaper, or any such work; the unit owner is responsible for performing and paying for all such repair and replacement, whether the damage or replacement was caused by the leak or by work performed by the association, its inspector(s), and or its contractor(s).
  - e. If the origin of the leak is determined by the inspector(s) to have occurred inside the area of owner responsibility (including, but not limited to, in water supply lines or drainage lines serving clothes washing machine or dishwasher, or water or drainage lines within cabinets or sinks, or leaking toilets or lines attached to toilets, or to be the result of an overflowing bathtub, shower enclosure, or toilet, the owner shall be responsible for: (a) performing and paying for all repair of damage caused by the leak and for any repair or replacement of furniture or other personal property damaged by the leak, all at such owner's expense, except that the association shall have the right to cause its own contractors to repair or replace damaged studs, drywall, or other property within the association's area of responsibility and to have the cost thereof promptly reimbursed to the association by the owner; and (b) paying for the cost of repairing all damage to any other unit (whether adjacent to the owner's unit or not) resulting from or associated with such leak and replacing, as necessary, personal property in any such other unit, damaged by or associated with such leak (including without limitation any damage to furniture, fixtures, flooring, appliances) ; and such (c) and paying for the cost of repairing all damage to any other common area of Surfside III resulting from or associated with such leak and replacing, as necessary, personal property in any such other common area, damaged by or associated with such leak (including without limitation any damage to furniture, fixtures, flooring, or appliances).
  - f. Notwithstanding the foregoing to the contrary, if a leak in any pipe within the area of association responsibility is determined by the inspector(s) to have been caused by an action of the owner (such as, but without limitation, a puncture in the pipe caused by an owner driving a nail or screw through the drywall into that pipe, or to other damage to the pipe caused by an action of the owner), the cost of all work done by contractor(s) retained by the association to do work in the area of association responsibility resulting from the leak, and the cost of the inspectors, shall be promptly reimbursed by the owner to the association.
  - g. For purposes of this document, any action of a tenant or other occupant of a unit shall be attributed to the owner of that unit, and any action of a contractor or other worker retained by the owner of a unit or by a tenant or other occupant of a unit shall be attributed to the owner of that unit. An owner shall be fully responsible to the association for any actions, work, negligence, recklessness, damage, or other behavior of any tenant or other occupant of the owner's unit or any contractor, employee, or licensees of that owner.
  - h. In no event shall the association be responsible for the cost of hotel or other alternate living accommodations or moving or storage expenses of any owner or other occupant displaced by any damage caused by any such leak regardless of the origin of the leak, or of any meal or food expenses incurred by any such owner or occupant, whether such owner or occupant is displaced by reason of such leak or resulting damage or as a result of any repair or other work associated therewith.
  - i. For emergencies that occur other than during onsite office hours, call Lordon Property Management's emergency numbers: (800) 729-5673 ext. 5, or (626) 771-1075.

## **C: ARCHITECTURAL ALTERATIONS, ADDITIONS, OR MODIFICATIONS**

1. Exterior modifications are not allowed by owners/tenants unless approved by the Board.
2. All structural interior modifications or improvements, replacement materials, interior renovations, or additions must be approved by the COA prior to commencement of any project. The COA establishes standards and specifications that include durability, color, style, make and model so that all changes are uniform. The proposed improvements are also evaluated on the effect of other units, and whether the improvement could cause leaks, unacceptable increases in noise, heat, limit ingress or egress, or create other problems. The COA shall approve alteration only if it determines that the alteration:
  - a. Will not impair the structural integrity of any part of the property. Will not interfere with any mechanical or water flow systems.
  - b. Is consistent with governing documents.
  - c. Will not detract from the appearance, harmony, attractiveness and enjoyment of the property and neighboring properties.
  - d. Will not impose unreasonable maintenance fees on the association and meets all existing City codes.
3. Construction materials, tools and equipment must be removed from the site, or brought inside a unit, after working hours.
4. Owners will be responsible for hauling away or disposing of construction debris. If a contractor does the work, contractor must haul away construction debris to a site outside of Surfside III.
5. Construction hours are between 8:00 AM and 7:00 PM Monday through Saturday, and 10:00 AM to 6:00 PM on Sundays.
6. The COA's websites list the standards for the following items. Others may be added from time to time. These standards must be met when doing Architectural upgrades and/or repairs, and submitting applications for:
  - a. Satellite Dish installation
  - b. Condo Security Door and Screen Door Installation and Locks
  - c. Replacement Windows and Doors
  - d. Town House Gate Locks
  - e. Patio Wrought Iron Gates (for first floor units)
  - f. Patio Blinds
  - g. Plumbing must comply with Ace Duraflow procedure
  - h. Lattice Screens
  - i. Installation of flooring in second and third floor condominium units.

## **D: BALCONIES AND PATIOS**

1. Must be clean from dust and dirt by vacuuming, mopping and/or soft floor brushing or sweeping. Shaking mops, sweeping materials, or causing any liquids to flow over the edge of the balcony or patio is prohibited.
2. Hose or power washing is prohibited and is only allowed to be used during construction.
3. Trash and garbage may not be stored.
4. Only allowed items on balconies:
  - a. Maximum of two (2) cabinets, utility closets, chests, or trunks. They may extend a maximum of 18" perpendicular from the stucco wall if they are higher than the balcony rails.
  - b. Normal patio furniture including plant stands, and umbrellas. Items taller than the railings must be stored against the wall when not in use.
  - c. All items must be maintained in good, clean condition and without overflow contents.
  - d. All items must be neutral in color.
  - e. Potted plants must be in containers which retain water and are to be slightly elevated above the floor to prevent water damage to the surface.
  - f. Placed items may not substantially obstruct neighbors' views.
5. No items may be attached, hung, wrapped around, or sit on the metal railings or wood fencing.
6. Decorative items may be hung using existing hooks if the items are not unsightly, unsafe, noisy, and do not substantially obstruct neighbors' views. No new holes can be made into the exterior structure

- unless approved by the Board.
7. Lights on the exterior of owners' units may be installed under the following conditions:
    - a. Lights can be any color and style.
    - b. String lights may not exceed 1,300 lumens per balcony on any unit.
    - c. All lights shall be at 3,000 Kelvin or less.
    - d. Lights shall not create a nuisance. If a complaint is received due to the installation of lights at a unit, the lights must be modified to rectify the nuisance or be removed.
    - e. Installation of lights may not include drilling, nailing, gluing or any other method of attachment which causes damage to wood, stucco, and/or metal surfaces. Owner is responsible for the cost of repairs to the surfaces.
  8. Damage to the balcony surfaces is the responsibility of the owner. Sample examples: Water damage from floor coverings (rugs, outdoor furniture, potted plants).
  9. Trees and shrubs may not be planted in the patio ground due to possible damage to foundations and concrete caused by the roots.
  10. No plants are allowed to climb or damage surfaces of the railings, fences, or walls. Climbing vines are forbidden.
  11. No items or substances shall be allowed to cascade, fall or thrown off balcony at any time. This includes but not limited to trash and toys.
  12. Gas/propane grills, charcoal grills, fireplaces, fire pits, heat lamps and other heat producing devices including their fuel source are prohibited to be used/stored on any condo building or town home balcony/garage patio deck. These heat producing devices including their fuel source may be used/stored in the town home patios if they are located a minimum of 10' away from the town home structure. Gas, propane, or other similar fuel sources may not be stored inside unit.
  13. Furniture and other items may not be placed in common areas or on roof tops that are not approved as a patio and/or balcony.

#### **E. PARKING AND VEHICLES**

1. All units have an assigned/designated parking space. These spaces are for the use of the residents and/or of their guests. Unnumbered, uncovered parking spaces are for the use of guests, visitors, and additional vehicles of residents. Anyone who parks their vehicle in another resident's parking spot without permission, may be issued a \$200 initial fine without benefit of a warning after having a Board Hearing. Complaints regarding illegal parking are to be submitted to the onsite office and must include date, time, license number, and description of the illegally parked vehicle. A photo of the parked vehicle is helpful.
2. Residents may have an unauthorized vehicle removed/towed out of their assigned space at their personal expense. The COA will not be financially responsible for any charges. All vehicles parked on Surfside III property must have current license tags and be operational or they may be towed at the expense of the owner after proper notice is given and/or issued a fine after having a Board hearing.
3. Vehicles may only be parked in marked, defined parking spots, and may not be parked in such a manner as to block access to fire hydrants, fire lanes and pedestrian crossings. Exceptions may be made for the parking of contractor or delivery vehicles at these locations. Motorcycles, mopeds, and other small vehicles may be parked in any parking space with another vehicle if it does not impede any other parking space. Any vehicle parked outside of a defined parking space may be towed at the owner's expense after proper notice is given and/or issued a fine after having a Board hearing.
4. Except for temporary repairs, vehicles may not be disassembled, repaired, rebuilt, painted, or constructed outside of garages on Surfside III property.
5. Vehicles leaking oil, gasoline, transmission, or other fluids are not permitted on Surfside III property and may be towed after proper notice is given. Vehicles may not be allowed to return until all repairs have been made to correct the problem. Fluids and stains not cleaned by the owner of the vehicle may be cleaned by the COA and the unit owner will be assessed for cleaning costs.
6. Vehicles may only be washed in the complex at the motor vehicle washing station. It is located on Seawind Way adjacent to the Clubhouse. Specific rules for this area are posted at the site.
7. Sleeping in a vehicle anywhere on Surfside III grounds is prohibited at any time. A violation of this rule by an occupant may result in a fine without warning of \$100 per incident to the owner after having a Board hearing.

8. Parking spaces for oversized and recreational vehicles, including, trailers are available in the designated RV parking area for a monthly fee. All vehicles must be registered with the Onsite Office. Unauthorized vehicles may be towed at the unit owners' expense after proper notice is given. All vehicles parked in the RV parking area must be currently licensed, operational, and insured.
9. Vehicles larger than 229 inches long or 80 inches wide measured from the front bumper, guard, or similar, to the back bumper, trailer hitch or other object can only be parked in the RV Parking Area. Residents in townhomes with adequate driveway space may park such vehicles in their garage or driveway. No vehicle not licensed or equipped for passage on public highways may be parked on Surfside III property except those allowed by federal or state law. Owners may be fined \$100.00 for each instance of parking violation by their occupants' RV or oversized vehicles after having a Board hearing. Short-term (active) loading or unloading activities will not be cited.
10. Parking time allotment in unassigned spaces is limited to 96 consecutive hours. After a vehicle has been parked in a parking spot for the allowed period, it cannot park in the same spot within 24 hours of leaving the spot. Any unit owner who (or whose family member, guest, tenant, or other resident) parks a vehicle in violation of the preceding sentence shall be subject to all remedies available to the Association for violations of the Rules and Regulations, including but not limited to fines. Further, any vehicle parked in the same spot within Surfside III for longer than 96 consecutive hours may be towed by the Association at the vehicle owner's expense, in accordance with CVC 22658(a)(c).

This Rule 10 does not apply to:

- i. Vehicles parked by a unit owner or resident (or a guest of a unit owner or resident) in the covered space assigned exclusively to such unit owner's or resident's unit,
- ii. Vehicles parked by a unit owner or resident (or a guest of a unit owner or resident) in the garage or driveway of such unit owner's or resident's townhouse unit,
- iii. Oversized or recreational vehicles (including, without limitation, trailers) parked by a unit owner or resident (or a guest of a unit owner or resident) in the designated RV parking area, so long as such unit owner or resident otherwise complies with the RV Parking Rules and has paid all required monthly fees for the applicable reserved space, or
- iv. A vehicle parked by a unit owner or resident for the duration of a vacation or extended absence from Surfside III (including, without limitation, absence for the duration of military deployment) so long as such unit owner or resident provides the on-site office with prior written notice of such vacation or extended absence from Surfside III, including the beginning and anticipated end dates of such vacation or extended absence, and the make, model, and license plate number of such parked vehicle. Notice may be given to the on-site office by U.S. mail, hand delivery, or email.

## **F. PET RULES**

1. Occupants with pets must abide by the City of Port Hueneme Municipal Code, Article III- Public Health and Safety Chapter 1-Animals and Ventura County Ordinance Codes Chapter 4 of Division 4.
2. Pet means any domesticated bird, cat, dog, aquatic animal kept within an aquarium, or other animals agreed to between the Association and an owner; no owner or resident shall keep any other animal within the association.
3. Occupants may have no more than one (1) animal in their unit per the existing CC&Rs.
4. Dogs must be on a leash and always accompanied by an individual and under control when outside of the individual unit.
5. Dogs may not be left unattended or unsupervised on balconies.
6. The owner is responsible for immediate cleanup of animals' waste products. A violation of this rule may result in a fine without warning of \$100 after having a Board hearing.
7. Pet owners may not allow pets to urinate and defecate on balconies. A violation of this rule may result in a fine without warning of \$100 after having a Board hearing.
8. No animal shall be allowed to unreasonably annoy residents, to endanger the life or health of other animals or persons, or to substantially interfere with the quiet enjoyment of others.
9. Pet owners shall be deemed in violation if their pets:
  - a. Consistently or constantly make excessive noises by howling, yelping, whining, barking, etc. These complaints need to be substantiated by more than one owner. Complaints to the On-Site office must include dates, times, and a specific description of the behavior.
  - b. Cause damage to, or destruction of, another's property, such as digging in flower beds, crawling



- upon, sleeping on, scratching, or soiling the property of another owner.
  - c. Cause unsanitary, dangerous, or offensive conditions, including the fouling of the air by excessive excrement, create a pest, parasite or scavenger control problem which is not effectively treated.
  - d. Run after or jump at vehicles moving on the streets and pavement.
  - e. Feed from, turn over, or otherwise disturb garbage containers.
10. Any physical injury caused to an individual or other pet must be reported to Ventura County Animal Control Services (VCAS) at 888-223-PETS (7387) and to the Surfside III On-Site Office. A \$200 fine without warning may be issued to the unit owner after having a Board hearing.
  11. Any animal deemed to be dangerous by the VCACS must be removed within 48 hours from Surfside III premises permanently. A \$400 fine without warning may be issued after having a Board hearing to the owners who do not remove the animal within 48 hours after having a Board hearing.
  12. All legal actions and/or settlements between pet owners, injured parties, and owners of injured pets shall be the sole responsibility of those involved and not the responsibility of the Surfside III Condominium Owners Association.
  13. No dog shall be tethered, fastened, chained, tied, or restrained to a doghouse, tree, fence, or other stationary object for more than 3 hours in a 24-hour period

**G. CLUBHOUSE, WORKOUT ROOM, TABLE GAME AREA, POOL, AND OUTDOOR RECREATIONAL AREAS**

The following Clubhouse rules refer to all amenities in the Clubhouse: Pool, workout room, library, and table game area.

1. Owners who rent out their units do not have access to any of the amenities in the Clubhouse.
2. Use of the Clubhouse is limited to Surfside III residents and visitors aged 14 and over (see workout room exception) unless accompanied by an adult.
3. Guests must be accompanied by a resident and are limited to a maximum of eight guests per unit unless approved otherwise by the Clubhouse Monitor.
4. Owners may apply at the onsite office for approval to have guests use the facilities unaccompanied.
5. Clubhouse doors must be kept shut and locked. Do not open door to anyone who is not your guest.
6. Excessive loud noise or use of profanity will not be permitted in the Clubhouse.
7. Furniture in the Clubhouse must not be removed.
8. It is not permissible to broadcast sound anywhere within the clubhouse building. An exception may be granted by the Clubhouse Monitor when an application for private use is approved, or other conditions exist.
9. All Health and Safety Code regulations, as posted, must always be adhered to.
10. No running, rough-housing, horseplay is allowed anywhere in the Clubhouse. The Clubhouse Monitor has the authority to, after one verbal warning, ban the individual from the facilities for the remainder of that day. All incidents will be reported to the On-site office. Two or more incidents within one week will result in deactivation of the Clubhouse entry card for seven days after a Board hearing.
11. No food items of any kind are allowed in the Clubhouse except (a) in an area reserved with the association by an owner or resident, subject to any requirements imposed by the association in taking such a reservation, including, without limitation, any requirement that the owner or resident make a cleaning and damage deposit with the association prior to the date and time reserved; in areas designated by the association for staff meetings, board or association meetings or events, employee lunch areas, or in the association's office.
12. Kitchen facilities may be used only with approval from the Clubhouse Monitor.
13. Violation of Clubhouse rules may result in the loss of Clubhouse privileges and/or fines.
14. No smoking or vaping is allowed at any time in the Clubhouse.

**WORKOUT ROOM**

15. You must be at least 18 years old to use the equipment.
16. No glass items or food of any kind are allowed in the workout room.
17. Workout Room Door is to remain closed. No one is allowed in unless they themselves use a key to access the workout room.

**TABLE GAME AREA**

18. The pool table, ping-pong table, and foosball equipment are available from the On-Site office or from

the Clubhouse attendant by showing your Clubhouse key card or providing other suitable identification.

19. Equipment will only be issued to a resident over the age of 14 years. Any damage to the equipment will be charged to the owner's account.
20. No glass items or food of any kind are allowed throughout the Clubhouse.

**POOL AND JACUZZI**

21. Pool toys (toys manufactured for general water use) are allowed in the swimming pool but may not be used in the jacuzzi.
22. Diving masks, fins, snorkels are allowed in the pool.
23. Wet suits, surfboards and boogie boards are not allowed in the pool.
24. Glass items or food are not allowed in the pool area or in the restrooms.
25. Flotation devices specifically designed for small children may be used, but only with supervision of a person over the age of 14.
26. Pool safety equipment which is required by law to be available must not be utilized for any other purpose.
27. No running, rough-housing, horseplay is allowed anywhere in the Clubhouse. The Clubhouse Monitor has the authority to, after one verbal warning, ban the individual from the facilities for the remainder of that day. All incidents will be reported to the On-site office. Two or more incidents within one week will result in deactivation of the Clubhouse entry card for seven days after having a Board hearing.
28. Incontinent individuals in diapers must always wear waterproof pants over the diaper. All persons known to be, or suspected of being afflicted with an infectious disease, suffering from a cough, cold or sores, or wearing bandages shall be excluded from all public bathing places unless authorized to do so by a licensed physician.

**OUTDOOR RECREATIONAL FACILITIES**

29. Children under age ten must be accompanied by a person 14 years of age or older in the outdoor recreation areas.
30. The basketball and exercise courts close at 9:00 P.M.

**V. FINES FOR VIOLATION OF RULES AND REGULATIONS**

<b>FIRST VIOLATION</b>	<b>WARNING</b>
<b>First violation</b> for Special Circumstances/Fine without warning.	As noted within each rule.
<b>Second violation</b> for <b>same issue</b> within 12 months.	<b>\$50.00</b>
<b>Third violation</b> for <b>same issue</b> within 12 months	<b>\$100.00</b>
<b>Subsequent violation</b> for the <b>same issue</b>	<b>\$100.00</b>
Failure to <b>correct a violation</b> within 30 days	In addition to associated fines, there may be specific limitations as determined appropriate by the COA Board. Example: loss of Clubhouse privileges and/or guest parking privileges.

**VI. REVISION HISTORY**

Review/Revise: Complete revision date: Final – 11-12-2023  
 Summary of Revisions: Document re-written in its entirety.

Review/Revise: Numbering sequence corrected/content unchanged - 2-1-2024