

RULES AND REGULATIONS

Cantrice Court Condominium Owners Association

The Cantrice Court RULES AND REGULATIONS state, in simplified language, the legal restrictions and general information from the following governing documents of the Association: Covenants, Conditions and Restrictions (C.C. & R.'s) and By-Laws of the Cantrice Court Condominium Owners Association.

The RULES AND REGULATIONS were instituted to make our community a better and more desirable place in which to live and to enhance the property values of the homeowners. Your voluntary observance of these rules will contribute to the mutual enjoyment by all at Cantrice Court.

Each new owner of a Cantrice Court Condominium Unit must, by law, have been furnished a copy of the C.C. & R.'s. Subsequent owners should receive these documents during the escrow procedure. Owners must furnish their tenants with a copy of these rules. Copies of the C.C. & R.'s are available from the Management Company for a fee. The Association urges owners and occupants to adhere to the C.C. & R.'s, By-Laws, and Rules and Regulations. The Board of Directors has the authority to enforce compliance. Each owner and occupant are urged to notify the Management Company of any violations.

Since Cantrice Court is part of Sycamore Canyon Village Homeowners Association, owners and occupants must also adhere to the additional rules and regulations established by this master association. Copies of the rules and regulations for Sycamore Canyon Village should be obtained from the management company for the master association.

Terms used in these RULES AND REGULATIONS are as defined in the C.C. & R.'s. Should there be a conflict between the Rules and Regulations and the C.C. & R.'s, the C.C. & R.'s shall prevail.

GENERAL RULES

1. Single Family Usage - Each condominium unit shall be used exclusively for single family residential purposes.
2. Commercial Use - No part of a lot or condominium unit may be used for commercial purposes, i.e., businesses or part-time businesses are not to be run from the home, the garage, or the lot. It is realized that some occupants require incidental use of the home for business. Nothing of a permanent or continuing nature will be allowed.
3. Temporary Structures - No structures of a temporary character: trailer, shack, garage, barn or other out-building or structure may be installed on the common areas at any time.
4. Permanent Structures and Other Improvements - No building, fence, wall, permanent landscaping, planters, driveway inserts or other permanent modifications or structures shall be permitted in Cantrice Court. In addition, changes in the exterior of any dwelling, or structure or other improvement will not be permitted, unless plans, specifications and completion times have been submitted to and approved by the Architectural Review Committee.
5. Unightly Items - All weeds, rubbish, debris or unsightly materials or objects of any kind shall be regularly removed from and around the condominium units and shall not be allowed to accumulate. All clotheslines, refuse containers, woodpiles, storage areas, machinery and equipment are prohibited.
6. Nuisance and Offensive Activities - No owner or occupant shall permit or engage in offensive, illegal or immoral activity. Noise from TVs, radios, stereos, parties, etc. shall always be kept at a reasonable level. Party noise should diminish between 10:00 and 11:00 pm depending on the day. Loud parties carrying on after 11:00 pm will be subject to complaints to the Security Company and to the Simi Valley Police Department. Any activity which may become an annoyance or nuisance to the neighborhood, or which may in any way interfere with the quiet enjoyment of a home by each owner or occupant is prohibited.
7. Quiet Time - 10:00 p.m. - 7:00 a.m. Sunday through Thursday
11:00 p.m. - 7:00 a.m. Friday and Saturday. To report a noise nuisance, please contact the Police Department at (805) 583-6950.
8. Fireworks – The Storage and/or use of fireworks or any kind of explosives is prohibited within the common area or within the units themselves.
9. Garages – No Garage shall be converted to a living space or used for business purposes.
10. Driveways - Residents are required to keep driveways free of oil, grease, rust and any vehicle fluids.

11. Gas Fireplace Restrictions - Barbecues and Exterior Fires. All exterior fires are prohibited except for barbecues and fire pits in confined receptacles designed for that purpose. Barbecues may be gas, electric, or charcoal fired provided they are operated in such a way as to reduce smoke and other noxious fumes to a minimum. Barbecue and fire pits must be attended while in use.

12. Dumping - Dumping into Street Drains Prohibited. Dumping oils, paints, chemicals, soaps, detergents, shampoos, dirty water or cleaning products of any kind into the street drains is prohibited.

13. Animals – All animals, no exemptions.

- a. No Commercial Purpose. Animals may not be kept or maintained within the community for breeding or commercial purposes.
- b. Maximum Number. No more than four household pets or animals may be kept by or within a Unit. An animal or pet is defined as a domestic dog, cat, caged bird, or a reasonable number of fish in a standard residential aquarium. Any animals apart from the above, or in excess of the above, shall only be permitted after submission of a request for, and written approval from, the Association's Board of Directors, whose decision shall be final.
- c. Prohibited Animals. The following breeds of dogs, including mixes, variations, and hybrids, are not allowed within Cantrice Court: mixed or pure-bred Pit Bulls, Pit Bull Terriers, Bull Terriers, Staffordshire Terriers, Rottweilers, German Shepherds, Presa Canarios, Chows Chows, Doberman Pinschers, Akitas, Wolf-hybrids, Mastiffs, American Bull Dogs, Cane Corsos, Huskys, Mixed Husky Breeds and Dalmatians. No snakes of any kind are allowed under any circumstance. Prohibited animals include any animal which the Board determines to be dangerous, or has been designated as such by any governmental agency.
- d. Muzzle. If, for any reason, one of the prohibited dog breeds listed in section 3 above is in the Cantrice Court community, then the owner of the animal must ensure that it is muzzled at all times while on the common areas. If any other animal, apart from the ones above, has shown a propensity for aggressive behavior or has bitten, attacked, or otherwise created a nuisance to other members of the community, then the Board may require the owner of that animal to keep it muzzled while on the common area. The Board shall determine based on the **preponderance of the evidence** if an animal or pet is creating a nuisance or has shown aggressive behavior. **If an owner or resident fails to properly muzzle an animal, the Unit Owner, per violation, shall be fined an amount in compliance with Civil Code Section 5850 subsection (c) and (d).**
- e. Harness. If, for any reason, one of the prohibited dog breeds listed in section 3 above is in the Cantrice Court community, then the owner of the animal must ensure that it is harnessed at all times while on the common areas. If any other animal, apart from the ones above, has shown a propensity for aggressive behavior or has bitten, attacked, or otherwise created a nuisance to other members of the community, then the Board may

require the owner of that animal to keep it harnessed while on the common area. The Board shall determine based on the **preponderance of the evidence** if an animal or pet is creating a nuisance or has shown aggressive behavior. **If an owner or resident fails to properly harness an animal, the Unit Owner, per violation, shall be fined an amount in compliance with Civil Code Section 5850 subsection (c) and (d).**

- f. Nuisance. No pets may be kept which are an annoyance or are obnoxious to residents in the vicinity.
- g. Leash. All animals must be kept on a well secured leash no longer than four feet when on common area grounds of Cantrice Court and must be under the control of someone who is capable of controlling the leash and animal. **If an owner or resident fails to properly leash an animal, the Unit Owner, per violation, shall be fined an amount in compliance with Civil Code Section 5850 subsection (c) and (d).**
- h. Clean-Up. Animal and pet owners are responsible for "scooping-up" and properly disposing any excrement from their pet. Failure to do so will result in a fine.
- i. Insurance. Unit owners with animals or pets are required to maintain liability insurance for a minimum amount of \$300,000 at all times. If, for any reason, a Unit Owner has a pet in their Unit that is on the Prohibited Animals list in section 3, that Owner must maintain a minimum of \$500,000 in liability insurance at all times. If a Unit Owner has a tenant or other co-resident who is the owner of the pet or animal then, in addition to the Unit Owner, that person(s) shall also maintain insurance with the minimum liability limits set forth above, depending on the type of animal. Unit owners and tenants should review their current homeowner or renter's policy to determine if coverage is already provided for animals and pets. All insurance policies shall name the Association as an additional insured. In the event the Association requests a copy of the policy and the Owner cannot or does not provide a copy of the policy for themselves and/or their tenant or co-resident within 4 days, showing coverage for the entire period that the animal/pet has been in the community and this rule has been in effect, the Association may levy a monetary penalty in **compliance with Civil Code Section 5850 subsection (c) and (d)** until proof of insurance is provided. To the extent that the Owner and or his tenant or co-resident cannot provide proof of coverage during the entire residency of the animal, the Association may impose a monetary penalty **in compliance with Civil Code Section 5850 subsection (c) and (d)**. In addition to the **per violation reference above**, if applicable. Note that the imposition of a monetary penalty does not negate the Owner or Resident's duty to procure and maintain the insurance policies described herein.
- j. Attorney Fees. If the Association obtains the services of legal counsel to enforce these animal/pet rules, or takes any legal action to request a court to remove an animal or pet in violation of these rules, the Owner of the Unit shall be responsible for any legal fees incurred by the Association and the same may be levied as a reimbursement assessment against the Unit Owner.

- k. Enforcement. If an Owner or and Owner's tenants or co-residents have an animal or pet that being used for commercial or breeding purposes, is in excess of the allowable number of animals, is an unapproved or dangerous breed animal/pet as listed in part 3, that is required to be muzzled and is un-muzzled on the common area, is a nuisance to the residents within the community, or shows a pattern of being unleashed or uncontrolled on the common area, then, in addition to monetary penalties and all other enforcement remedies, the Board may order the Owner to remove the animal or pet from the community after proper notice and hearing. The Board may also report the animal or local animal control. Specific animal/pet penalties are included in this section and these supersede any general monetary violations otherwise specified in the rules. If a specific monetary penalty is not included herein, then the general monetary penalty rules shall apply.

14. Trash Disposal & Littering - Littering is prohibited in all areas of Cantrice Court. All trash must be placed in the trash bins provided and must not be left outside of the bins in the trash enclosures. All residents are to cut up and break down all their boxes before depositing them into the trash bins. This is regardless of size; boxes filled with trash are not permitted either. The bins are not to be overfilled; no trash is allowed which prevents the bin from closing. In addition, no construction, remodeling material, furnishings, or large objects are allowed to be deposited into the trash or recycling bins. Finally, the trash containers are for day-to-day disposal of trash. Residents are to rent a bin for large scale trash disposal, spring cleaning, move-in/move outs; or secure a bulk pickup at their cost via Waste Management. Owners are responsible for the trash disposal actions of their tenants, guests, or vendors engaged to do work at their home. Owners and occupants are responsible for the proper disposal of motor oil, filters, paint, and other hazardous products. **DO NOT DISPOSE OF THESE HAZARDOUS ITEMS IN TRASH BINS OR TRASH ENCLOSURES.** Recycling bins are located adjacent to 633 Jubilee and 647 Cardinal Ridge in the trash enclosures and are for paper, cardboard, glass and cans. All recyclables must be placed in the appropriate receptacle and the instructions listed on the recycling bins followed.

15. Signs - No sign or billboard may be displayed on or about any condominium unit or structure, except for one sign advertising the sale or lease of property provided the sign is no larger than 4 square feet. Small security signs are allowed. Signs as may be required by legal proceedings are permitted.

16. Construction Equipment - Heavy construction equipment is expressly prohibited on the paved streets of Cantrice Court without the express permission of the Board.

17. Parking

- a. All resident vehicles should be parked in their garages.
- b. The garage is the primary parking area for residents. Residents should consider guest parking areas as secondary or temporary parking; limited to two vehicles as long as one vehicle is in the garage.
- c. Parking in the guest parking areas should be limited to no more than 14 consecutive days. Vehicles may be parked in guest parking for periods longer

- than 14 consecutive days with the express written permission from the Board.
- d. Recreational vehicles, boats and like vehicles can only be parked on the premises in an occupant's garage, with the exception of temporary parking in guest parking areas for the purposes of trip preparation.
 - e. Owners shall be responsible for any and all damage to the common area caused by fluids leaking from vehicles they own, or their guests, residents and/or tenants own.
 - f. Unattended parking on driveway aprons or in the street is strictly prohibited, except for the purposes of loading and unloading the vehicle.
 - g. Parked or stopped vehicles must not prevent other occupants from accessing the streets or garages.
 - h. Vehicles which are inoperable, unlicensed, or have expired registration tags must be parked in the resident's garage.
18. Guests - Owners and occupants are fully responsible for their guests, residents, and or/tenants at all times.
19. Garages - Garages will be used only for the purposes of parking vehicles and storage of the occupant's property. No garage doors will remain open when not in use. An appropriate window covering must cover the window in the garage. Activities being performed in a garage that could be an annoyance to other occupants should be kept to a minimum.
20. Maintenance Obligations - All occupants are responsible for maintaining the interior of their unit in good condition and repair and certain other exterior components (e.g., windows, doors, garage doors, etc.) as specified in the C.C. & R.'s.
21. Living Areas - No persons will be allowed to reside or sleep in any location other than within the confines of the condominium unit; i.e., residing or sleeping in vehicles or in the common areas is prohibited.
22. Planting for Front Walkway and Rear Planter Areas - Homeowners that wish to make modifications to the existing vegetation in the planter areas adjacent to their unit (front walkway and rear planter areas), must first submit an architectural modification application, providing for the following:
- a. Location of the planter.
 - b. Existing plant material to be removed.
 - c. Proposed plant material to be planted (provide species, with photo), plant size upon maturity and watering requirements).
 - d. If desired, a plan and bid for the removal of existing irrigation system and replacement of Association irrigation system with new drip/sprinkler system tied to Homeowner's water line, or our own.

The Homeowner will be required to assume all costs relative to the removal of the existing plants and the installation of the new plants, as well as any new irrigation system.

The homeowner will be solely responsible for the continued health of the new plants and any future replacement of the plants. In addition, homeowner will assume

responsibility for maintaining any new irrigation system.

If the Board approves and this application is for homeowner landscaping done on the common area entryway or anywhere else, the owner acknowledges that the association shall have no obligation to maintain this custom vegetation. In addition, the association is not responsible for any vegetation issues that develop due to our existing irrigation system, or any new approved irrigation system. The association is not liable if our irrigation system provides either too little or too much water to this new custom vegetation.

23. Smoking is prohibited everywhere on the common areas and common area facilities within the Cantrice Court development including, but not limited to, the parking lots, swimming pool, and any exclusive use common areas like balconies, patios, and entryways. Although smoking is currently permitted within a Unit, it shall be done in a manner so as not to allow smoke to drift or waft into any other units or common area elements. Smoking in violation of this policy shall be deemed a nuisance. The owner of the unit shall be liable for the smoking of their guests, tenants, family members, vendors, and invitees. For purposes of this section, "Smoking" shall be defined as inhaling or exhaling smoke from any lighted cigar, cigarette, pipe, vaporizers, e-cigarettes, or any other lighted tobacco or plant product. "Smoking" shall also include carrying a lighted cigar, cigarette, pipe, or any lighted tobacco or plant product intended for inhalation. **A per violation fine will be levied in compliance with Civil Code Section 5850 subsection (c) and (d)**

24. Events

Owners more than sixty days overdue on HOA dues or owing more than \$200 in fines for violations are not entitled to attend any events hosted by the association.

25. Dishes

Owners are to notify the Association through our management company when they or their tenants are installing satellite dishes on the common area walls/chimneys. Owners or their tenants cannot install satellite dishes on the common area roof, nor do their hired vendors have permission to go onto the roof at any point. Owners are required to remove all non-functional or non-operational dishes and seal and secure install site using a licensed roofing contractor approved by the board. Owners are required to remove all non-functional or non-operational dishes and seal and secure install site using a licensed roofing contractor before escrow closes when their property is being sold; inform the board. Owners will be liable for any damages caused to the common area through the install or removal of their satellite dishes.

26. Home Repairs Rule

- a. For any and all repair, remodeling, upgrade, or replacement work done inside of a Unit said work must be performed by a licensed and insured contractor specific to the work being done or a general contractor as allowed under California law. The scope of work being done should be handled by an individual licensed in that area such as a C-15 License for Flooring and Floor Covering, C-33 for Painting, C-36 for Plumbing, C-10 for Electrical, or a B General Contracting License as allowed under California Law. Owners are to require that said contractor add Cantrice Court C.O.A as an additional insured

before work is performed. Owners will be responsible for any and all work done within the unit and be fully liable for any and all damages that stem from improper or non-code compliant work done. Further, upon request by the Board of Directors owners shall provide a copy of the license, insurance and scope of work of any contractor performing work inside their unit. An Owner shall also obtain a permit for any work inside a Unit which requires a permit and shall provide a copy of the same to the Board of Directors upon request. Any changes or modifications to plumbing and electrical work shall be brought to current code and comply with all laws and regulations.

- b. Building Permits Do Not Constitute Approval. In addition to any approvals given by the Architecture Review Board (ARB), the Member must separately obtain all appropriate building permits from the City. However, obtaining building permits does not constitute approval by the ARB nor does approval by the ARB constitute a waiver of any requirements of applicable governing statutes. These are two separate procedures and both must be complied with.

27. Owner Insurance Requirements

The association requires that all owners obtain an adequate H06-Policy, also known as a Condominium Unit Owner's Policy. The policy in question must have a minimum of \$100,000 for building/dwelling coverage and \$300,000 for personal liability. Owners are required upon request to provide proof of continued coverage on an annual basis. Upon request by the board of directors or management the owner must turn over proof of said policy(s) within three business days; or acquire coverage as required above if they are in violation and lacking said policy. A Failure by the owner to provide the required documentation will result in a per violation per day fine in compliance with Civil Code Section 5850 subsection (c) and (d).

28. Annual Certification by Owners of proper Exhaust Vent Maintenance.

Owners are required to annually certify that they are maintaining their exclusive use dryer vent and ensuring it is free of lint, detritus, and debris of any kind. Upon request from the association owners will have three business days to confirm that their dryer vent is fully functional, free of debris, clean; has been inspected to provide safe and proper usage.

29. Holiday Lights and Decorations.

The exterior of the buildings, and all outdoor areas are common area. The association maintains, repairs, and has domain over said areas. However, the association does permit Holiday Lighting and Decorations within the defined perimeters below.

- a. Owners may begin putting up lighting and decorations 4 weeks prior to the onset of the Holiday.
- b. Owner must remove all lighting and decorations 2 weeks after the Holiday.
- c. No Roof or Wall Anchored Displays.
- d. No electric cords can be installed or run on the ground that represent a tripping hazard.
- e. All City noise and lighting ordinances are enforced.
- f. All Holiday Lighting and Decorations must not detract from the quiet enjoyment

all residents are entitled to. The association reserves the right to request removal of any lighting or decoration which creates a nuisance or violates the quiet enjoyment residents are entitled to.

30. Gas Fireplace Restrictions.

Residents can only use the installed the Natural Gas line to fuel their fireplaces. The association does not allow residents to install or use wood or wood alternative burning stoves, fireplaces, or firepits inside their home or within their exclusive use patio. Residents can only use the provided gas line to light and fuel their fireplaces, no wood or wood alternatives allowed. Owners are responsible for ensuring that their gas line has no leaks, is functioning properly; that the chimney is fully vented, flue is open, and has been properly cleaned. No exceptions. **Failure to comply with this rule will result in a per violation fine in compliance with Civil Code Section 5850 subsection (c) and (d).**

31. Guest Parking Rule.

All residents must keep at least one vehicle in their garage, before using guest parking for parking overnight or otherwise. All residents cannot park more than two vehicles in guest parking or overnight, regardless. We do not encourage residents to use guest parking. Guest parking was designed for short term parking by guests only. Upon an inquiry from the association, residents must show proof within three days that at least one vehicle is parked in their garage. Proof can be a picture of their vehicle in the garage.

32. Vacancy and Unoccupied Water/Water Heater Rule.

All residents are required to shut off the water to their unit; water heater when they are going to vacate the unit or leave the unit unoccupied for more than four (4) days.

33. Rental of Units Restrictions and Applicable Fees.

In compliance with (Civ. Code §4741(c).) which went into effect 01-01-2021 and guided by court rulings of the California 4th District Courts of Appeal; sustained by the California Supreme Court the Board hereby proposes the following rules and fees regarding rentals within Cantrice Court.

- a. Rules and Fees for Owners renting all or any portion of their Unit.
 - I. All owners that engage in rental activity must secure at least a thirty-day rental period or lease term. All terms less than thirty days are prohibited.
 - II. All owners that allow sub-leasing in their rental agreement, must ensure that any sub-leasing agreements their tenants initiate do not allow terms less than thirty days. (The association strongly advises that owners restrict the sub-leasing of their units)
 - III. All owners are required to notify the association within five business days of the unit being rented out and initiate the registration process.

- IV. If the association sends a written inquiry to the owner of a Unit about the rental status of their unit, then the owner shall have five business days to either confirm or deny in writing that their unit is a rental unit.
- v. A one-time initial registration fee of \$125 per lease agreement is applicable. Upon an owner notifying the Association that the unit is being rented, pursuant to section C above, the Association will send a registration form requesting information on the new tenant and proof that the tenant has secured renter's insurance with a \$300,000 liability minimum. The Association shall be named as an additional insured on such policies.
- vi. A \$325 annual fee is hereby assessed to owners engaged in rental activity (for increased wear and tear on common area facilities, roads, parking lots, trash collection; management costs incurred).
- vii. All Owners are required to share a copy of the rules and regulations with a tenant. Owners will affirm this when signing their registration form.
- viii. All Owners must include a pet clause in their rental agreement granting tenant permission to maintain a pet or pets, however they must adhere to the Association's prohibition on dangerous dog breeds and ensure their tenants are following said rule.
- ix. Owners of the unit are responsible for any damages, violations, fines, or costs incurred due to the action/inaction of their tenants.

34. Rules Applicable to Tenant Residents

- a. Tenants are required to keep at least one vehicle in the unit garage prior to using guest parking overnight to park up to two vehicles in guest parking. Tenants are allowed a maximum of two cars parked in the guest parking area, regardless of how many cars they park in the garage. All cars, makes, models, license plates; current auto insurance with theft/vandalism coverage are to be submitted to association via the owner registration.
- b. Tenants are always required to keep current renter's insurance with a \$300,000 liability minimum with Cantrice Court C.O.A as an additional insured.
- c. Tenants cannot store or park recreational vehicles in the community. No campers, boats, jet skis, RV's, etc.
- d. Tenants do not have the same rights as owners to keep pets in their home. Owners must grant them permission via a Pet Clause in their lease agreement. In addition, they must comply with the prohibited dog breed rule in force.
- e. Tenants do not have the right to sub-lease their unit unless they have been given permission in their rental agreement. If so, then the terms of any sub-lease cannot be less than thirty days.
- f. Tenants are required to shut off the water to their unit; water heater when they are going to vacate the unit or leave the unit unoccupied for more than four (4)

days.

35. POOL/SPA AREA RULES

POOL AND SPA HOURS 7AM-10PM Effective 09-04-2017

Please remember there will be NO LIFEGUARDS ON DUTY. Use of the swimming pool is at your own risk and residents assume full responsibility for their own safety as well as that of their guest(s).

1. The pool and spa are for the use of Cantrice Court residents and their guests only. Owners living off-site may not use the pool except as the guests of a resident, or if no one currently lives in their home.
2. If requested by the Association's security officer(s) homeowners must submit identification showing they are residents of Cantrice Court COA. Non-residents can be asked to leave.
3. Guests must be accompanied by a resident at all times. Residents are responsible for the conduct and safety of their guests while using the pool and spa.
4. Residents may invite up to four (4) guests per home to use the pool facility. In the event of more guests see event notification rule below.
5. Conduct in the pool area must be orderly. Running, diving and excessively noisy behavior are not permitted.
6. All pool furniture and equipment shall be left clean and in its appropriate location. Residents are liable for damage to any furniture or equipment at the pool site.
7. No person shall attempt to enter the pool facility by means other than through the gates provided.
8. Gates to the pool area must be kept closed and locked at all times.
9. Bobby pins and hairpins shall be removed before using the pool or spa. All persons with long hair must use a bathing cap or securely tie hair in a ponytail.
10. No toys that infringe on the enjoyment of others are allowed in the pool.
11. No alcohol beverages of any kind shall be brought into the pool area.
12. Food and beverages may be consumed in the pool area in plastic, metal or unbreakable containers only. All trash must be disposed of properly

before leaving the pool area.

13. Animals are prohibited in the pool area.

14. Bathing suits for all swimmers and sunbathers are required at all times for those using the pool or spa facility.

15. Smoking is prohibited in the pool area.

16. Safety equipment is provided for emergency use only. Neither the safety equipment nor the pool equipment is to be tampered with.

17. Use of the Association's pool facility is a privilege. These Rules and Regulations, which have been formulated for the safety and enjoyment of residents and their guests, are subject to change by the Board of Directors.

18. Vandalism within the pool facility will not be tolerated. Those found responsible will be reported to the Simi Valley Police Department and prosecuted to the full extent.

19. Homeowners or guests who fail to abide by these rules will lose their pool privileges and may be **issued a violation and or fined in compliance with Civil Code Section 5850 subsection (c) and (d)**

20. Boisterous roughhousing is not permitted in the pool/spa area.

21. Skateboards, rollerblades, riding toys and the like are not allowed in the pool/spa area.

22. Intoxication in the pool/spa area is prohibited. Eating is not allowed while in the pool or spa.

23. Any vandalism or tampering with the furnishings and facilities in the pool/spa area or with the equipment for the pool or spa will result in a fine covering the costs for correcting, repairing or replacing the furnishing, facilities or equipment.

24. Towels must be placed on pool area furniture to avoid discoloration or damage from tanning lotions and oils.

25. Tanning lotions and oils must be rinsed off before entering the pool or spa.

26. The spa requires approximately 25 minutes to heat up. Turn off the spa timer when finished.

27. No Running or Diving is allowed.

28. All persons without reasonable experience swimming should only enter the pool or spa under the direct supervision of a competent and experienced swimmer.

36. Owner Event Requirements.

If an owner wishes to host an event at the pool certain conditions are required. First, an event is when the owner is hosting more than four guests at the pool. Tenant Residents must have their requests for an event submitted by owner; provide their own additional insurance as well. Owner is to notify management 72 hours prior to this event. They are to include date, hours scheduled (up to four) and provide a refundable \$100 cleaning deposit. In addition, they must show proof of insurance, which must include adding Cantrice Court COA as an additional insured. The event can have a maximum of 30 people. They are not to restrict other resident's access to the pool area during their event. They must also comply with all pool/spa rules. If the bathrooms and pool area are cleaned properly the cleaning deposit will be returned; if cleaning cost exceed the \$100, they will be billed accordingly. If an owner hosts an event without complying with these requirements security will ask all attendees to leave the pool area. A violation and or fine may also be issued in compliance with Civil Code Section 5850 subsection (c) and (d).

ARCHITECTURAL REVIEW COMMITTEE

The C.C. & R.'s of Cantrice Court Condominium Owners Association define specific rules and regulations regarding any exterior construction and remodeling. They also provide for an Architectural Review Committee to ensure the overall appearance of the community will remain as originally designed, and that the residents would be assured of their privacy and protection of their investment.

The Committee is required to perform two functions: (1) considering the applications for construction or installation received from residents and (2) conducting periodic inspections of the owner's and occupant's property to determine whether or not the rules outlined in this document, C.C. & R.'s, and/or architectural guidelines are being followed by all residents, and that any new exterior construction or installation conforms to the approved application.

Requests for architectural approval are to be submitted to the Architectural Review Committee of Cantrice Court COA, in care of the Management Company. All requests will be acted upon within 30 days of receipt.

Each application will be considered on an individual basis. The fact that a similar structure or unit has been installed does not indicate automatic approval. The committee's decision will be determined by the location and general features of the project, how it may affect the rights and/or privacy of neighbors; and how it conforms to the architectural harmony of the Association.

Approval of plans and specifications by the Committee does not relieve the occupant of the responsibility to obtain necessary building permits and/or approvals from the City of Simi Valley.

PENALTY ASSESSMENT STRUCTURE

Confirmed violations of these Rules and Regulations or the C.C. & R.'s will be subject to the following penalty assessments:

PENALTY SCHEDULE EFFECTIVE 12-1-2025

Per Violation: One hundred dollars (\$100.00) excepting provisions of Civil Code Section 5850 subsection (c) and (d).

Notwithstanding the above per violation amount the board may impose a penalty stated in the schedule of monetary penalties or supplement that is in effect at the time of the violation that is greater than one hundred dollars (\$100) per violation, if the violation may result in an adverse health or safety impact on the common area or another association member's property.

A violation of Adverse Health and or Safety Violations: Up to five hundred dollars (\$500.00) per violation in compliance with Civil Code Section 5850 subsection (c) and (d).

Suspension.....common area privileges and access to events may also be suspended
Assessment.....may be levied to reimburse HOA expenses

In compliance with Civil Code Section 5855 subsections (a) thru-(g):

(a) When the board is to meet to consider or impose discipline upon a member, or to impose a monetary charge as a means of reimbursing the association for costs incurred by the association in the repair of damage to the common area and facilities caused by a member or the member's guest or tenant, the board shall notify the member in writing, by either personal delivery or individual delivery pursuant to [Section 4040](#), at least 10 days prior to the meeting.

(b) The notification shall contain, at a minimum, the date, time, and place of the meeting, the nature of the alleged violation for which a member may be disciplined or the nature of the damage to the common area and facilities for which a monetary charge may be imposed, and a statement that the member has a right to attend and may address the board at the meeting. The board shall meet in executive session if requested by the member.

(c) A member shall have the opportunity to cure the violation prior to the meeting. The board shall not impose discipline in either of the following circumstances:

(1) The member cures the violation prior to the meeting.

(2) If curing the violation would take longer than the time between the notice provided pursuant to subdivision (a) and the meeting, the member provides financial commitment to cure the violation.

(d) If the board and the member are not in agreement after the meeting, a member shall have the opportunity to request internal dispute resolution pursuant to [Section 5910](#).

(e) If the board and the member are in agreement after the meeting, the board shall draft a written resolution. The written resolution, signed by the board and the member of the dispute pursuant to procedures not in conflict with the law or governing documents,

binds the association and is judicially enforceable.

(f) If the board imposes discipline on a member or imposes a monetary charge on the member for damage to the common area and facilities, the board shall provide the member with a written notification of the decision, by either personal delivery or individual delivery pursuant to [Section 4040](#), within 14 days following the action.

(g) A disciplinary action or the imposition of a monetary charge for damage to the common area shall not be effective against a member unless the board fulfills the requirements of this section.

GATE ACCESS POLICY

1. Introduction

1. The security gates at Cantrice Court provide an added level of security for the community. To maintain this security, entry through these gates will be restricted, as specified in the succeeding sections to the following groups:

- a. Owners, occupants and additional family members
- b. Guests
- c. Service providers

2. Owners, Occupants and Additional Family Members Access Methods:

a. Owners, occupants and additional family members, have three methods of entry into the complex:

i. Gate Opener. This transmitter allows vehicular access through the vehicular gate for residents.

ii. Pedestrian Gates. These codes accessed gates allow pedestrian access via the pedestrian gate.

iii. Intercom Call Box. Residents, Guests, Vendors may enter through the middle vehicular gate by scrolling through the resident directory, pressing the corresponding directory code and telephoning the owner or occupant via the guest intercom. The owner or occupant provides access to the guest by pressing "9" on their telephone to open the vehicular gate for anyone seeking entry. In order to keep the directory current, any changes to the home telephone numbers should be communicated to the Association through the existing management company.

b. In addition, the owner or occupant can provide, at their cost, additional transmitters from the Association. Please Association through the existing management company.

c. The owner or occupant will assume all responsibility, at all times, for the conduct of their guests while they are on Association property.

3. Service Providers:

a. A service provider is defined as a person or entity licensed to conduct business in the

City of Simi Valley and registered as a business with the clerk of the county in which their business is located. Service providers include, but are not limited to, postal and parcel services, utility companies, newspapers, and security patrol companies.

b. Bona fide service providers may apply to the Management Company for permission to conduct business or to provide service on Association property. The service provider will acknowledge that entry into Cantrice Court is only for purposes in the interest of the residents of the Association. The service provider will also acknowledge that permission to enter Cantrice Court may be revoked at any time in the best interest of the residents or the Association, or for violation of the C.C. & R.'s or Rules and Regulations of the Association.

c. Persons or entities that provide a service to a specific owner or occupant, but do not qualify as a service provider as defined in section above, will be treated as a guest of the owner or occupant. As such, they will be accorded access to Cantrice Court as described in section 2 above.

4. Information for Other Gates:

a. A code is required to enter through the pedestrian gates and should be firmly closed to prevent unauthorized access by non-residents.

b. The vehicular exit gate is located between the vehicular gate for guests and the pedestrian gate. This gate does not require the use of the transmitter and will automatically open when approached.

5. Gate Vandalism and Malfunction:

a. Any owner, occupant, additional family member, guest, or service provider found tampering with or vandalizing any gate or gate mechanism will be financially responsible for any damage incurred. In addition, the service provider may be denied further permission to access the property.

b. In the event of a power failure, the gates will open automatically.

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a. A code is required to exit or enter through the pedestrian gates and should be firmly closed to prevent unauthorized access by non- occupants.

b. The vehicular exit gate is located between the vehicular gate for guests and the pedestrian gate. This gate does not require the use of the transmitter and will automatically open when approached.

6. Gate Vandalism and Malfunction

a. Any owner, occupant, additional family member, guest, or service provider found

tampering with or vandalizing any gate or gate mechanism will be financially responsible for any damage incurred. In addition, the service provider may be denied further permission to access the property.

b. The Wood Ranch security company, should be contacted if, for whatever reason an issue needs to be reported to them. Please contact Sycamore Canyon Village for updated information on their Security Services contact info.

c. In the event of a power failure, the gates will open automatically.

SKATEBOARDING, ROLLERBLADING, SCOOTERS; NON-AUTOMOTIVE VEHICLES RULES (Revised 6/22/98)

The following rules were adopted by the Board of Directors at a special meeting of the board held on June 13, 1998 and hereafter shall become part of the existing Rules and Regulations of the Association:

1. SKATEBOARDING, ROLLERBLADING, SCOOTERS; NON-AUTOMOTIVE VEHICLES are not allowed within the pool area, mailbox areas, near parked vehicles, driveways, or other high traffic areas.
2. All vehicle, rollerblade activities listed above are not allowed after 8:00 pm.
3. No ramps, rails, waxing of curbs, or curb riding will be allowed at any time.
4. Association members will be held liable for all damage to common area elements caused by any member of their household, tenant, or visitors.
5. Confirmed violations of the above rules will be subject to penalty assessments in accordance with established violation fining procedure.

In the event that said regulations fail, above vehicles will be banned within the complex.

Residents should exercise courtesy to all residents within the complex who might object to the noise and activity in the immediate vicinity of their unit

