



**seascope
village**

RULES AND REGULATIONS

SEASCAPE VILLAGE OWNERS ASSOCIATION

JULY 1998

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SEASCAPE VILLAGE OWNERS ASSOCIATION

ALL HOMEOWNERS

The Architectural Committee has been charged with the responsibility of maintaining the architectural integrity of Seascape Village through enforcement of the Declaration of Covenants, Conditions and Restrictions (CC&R's), as they apply to architectural improvements. These CC&R's provide specific instructions and a procedure to use in obtaining approval to perform certain architectural improvements; however, for whatever reason, certain homeowners have had architectural improvements made without the necessary approval and without the benefit of a building permit.

Follow-up letters to the CC&R's issuance have advised each and every owner of the requirement for approvals, and, where required, the necessary permits. Still, improvements are being made without the benefit of approvals or permits.

It is, therefore, the purpose and intent of this document to require, in each case, where an architectural improvement has been made without Architectural Committee approval or without a building permit, that such approval and appurtenant permit be obtained within 30 calendar days from the date of this document. Failure to obtain the above- mentioned approval and permit within the 30-calendar day period may lead to a court order for removal of the improvement at the owner's expense. Submittals must be in written form. Verbal requests will not be considered.

For those owners contemplating architectural improvements, it is required that your request for approval be submitted in WRITTEN FORM and be accompanied by a copy of plans of the proposed improvement along with the "Building Application" issued by the City of San Clemente. Consideration of submittals will be at the next regularly- scheduled committee meeting.

Your cooperation is respectfully requested.

Very truly yours,

Board of Directors
SEASCAPE VILLAGE OWNERS ASSOCIATION

ARCHITECTURAL COMMITTEE AND GUIDELINES
San Clemente, California

- I. The Architectural Committee acts as an advisor to the Board of Directors.
- II. Final architectural control is vested with the Board of Directors as provided in the Covenants, Conditions and Restrictions, hereinafter referred to as CC&R's, for Seascape Village Owners Association.
- III. The Architectural Committee, consisting of concerned homeowners, meets for the purpose of reviewing all architectural submittals and for discussing a comprehensive improvement philosophy which is intended to make Seascape Village a model community in conformance with its CC&R's. To assist all of us in accomplishing this goal, it is essential that each homeowner be aware of some of the responsibilities of the Architectural Committee and each property owner's responsibilities with reference to it. Each property owner has received documents, one of which is entitled "Declaration of Covenants, Conditions and Restrictions of Seascape Village Ltd.", outlining the general architectural standards to be employed by homeowners for plan submittal to the committee.
- IV. The basics that each property owner should be aware of are:
 - A. General Improvements and Additions**
No exterior building improvements may be made without prior written Architectural Committee approval. The CC&R's recorded against your property provide reference to architectural improvements. (CC&R's, Article XIV.)
 - B. Erection of Antennas**
No outside television antenna, radio pole, or clothesline shall be constructed, erected, or maintained on any lot without approval of Architectural Committee.
 - C. Sports Apparatus**
No basketball standards or fixed sports apparatus shall be attached to any dwelling or garage or be erected on any lot.
 - D. Painting**
There shall be no exterior painting of homes, by or on behalf of the owners thereof, without the prior approval of the Architectural Committee.

The obvious meaning of the foregoing is that no visible addition involving architectural improvements other than provided by the builder in the original construction of the homes, in accordance with approved drawings, can be made to any property without the prior written approval of the committee, and any addition performed without approval is made at the owner's risk.

- V. The committee has formulated the following guidelines to govern its operation, and has determined other information as follows:
 - A. Fences**
 - 1. Fence alterations will be permitted only when such alterations will ease an existing hardship; however, transparent wind barriers of either clear or tinted flat material may be added to the top of an existing fence, with the total height of fence and wind barrier not to exceed 5'0". Fence alterations of any nature must have approval of the Architectural Committee.
 - B. Gates**
 - 1. A gate may be added for patio access.
 - 2. Each gate shall not exceed 3'0" in width and shall be of the same material and same construction as the fence, insofar as is practical.
 - 3. Gates shall be closed and latched except when in active use.
 - 4. The gate shall open inward for patio access.

C. Patio Structures

1. Structures in this section shall conform to construction and design standards established by the Architectural Committee.
2. Patio covers shall be of open or partial open roof wood construction only, with materials and color to match existing construction. Square or rectangular hollow steel tubes may be substituted for columns or posts.
3. Height and placement of patio structures shall not obstruct any neighbor's view.
4. Exposed surfaces shall match or harmonize with the existing colors of the main dwelling. This committee will make available paint and stain color numbers for interested residents.
5. No objects such as urns, pots, planters, etc. shall be placed on top of patio structures. All such adornment shall be located under around, or be suspended from the structure.
6. The side elevations of patio structures shall not be enclosed in any manner, except for approved wind barriers as provided in Section V-A.
7. Drawings showing a roof plan, floor plan, and side elevation, with all necessary details shown thereon, shall be submitted for approval, in triplicate.

D. Implied Approval

1. Please do not assume that because an existing structure is present at another location in the Village, that the committee will automatically approve a similar structure on your lot. First, it may be that there was no approval for that improvement, and, second, it may be that this is an improvement that is appropriate only in that particular case, with reference to an existing topographical situation.

E. Building Permits

1. The purpose of the Architectural Committee is to ensure that architectural harmony is maintained as additions and modifications are made to the Village. Approval of modification plans, submitted in accordance with the above, in no way implies or expresses approval by the City of San Clemente Building Department or in any way acts in lieu of a building permit. Final committee approval will not be granted until applicable building permits are obtained. This committee will retain one copy of all approved plans for its records.

F. Submittals

1. Any proposed exterior improvement must have an approval in writing from the Architectural Committee and a building permit where applicable, prior to construction.
2. Submittals must be in writing on the form provided for that purpose and, where applicable, must be accompanied by drawings.
3. Written submittals will be acted on at the next regularly-scheduled meeting of the Architectural Committee.
4. Verbal submittals will receive no consideration.

G. Approvals

1. Approval, when applied, will be given in writing.
2. Any submittal disapproved by the Architectural Committee may be resubmitted with corrections; or, at the request of the owner, may require the Architectural Committee to

review the submittal with the Board of Directors. This Board will render its decision within thirty days, and said decision shall be final and binding.

H. House Numbers

1. Only one set of house numbers per residence shall be permitted, except that: (a) corner units facing two streets of the same name may have two sets of numbers, one facing each street; and (b) units whose garages do not face the street may erect a second set of numbers facing the street.
2. Acceptable numbers are: (a) the original cast brass numbers painted white for visibility; (b) black on white back-lighted numbers in approved electrical box; or (c) tile numbers approximately 4” square, in a compatible color.
3. Location of numbers shall be on the wood frame of the garage door, on the side door (or top) nearest the entry walk. Tile or lighted numbers may optionally be mounted on the stucco wall between the garage door and the entry walk or, in the case of a second set, on the wall facing the street.

I. Exterior Light Fixtures

1. Replacement of any exterior electrical fixture, or addition of any electrical fixture, requires prior approval of the architectural committee, in writing. The fixtures shall be similar to or resemble existing fixtures. No swag pictures will be permitted.

J. Screen Doors

1. Installation of screen doors requires the prior approval of the Architectural Committee, in writing.

Your cooperation in assisting the committee and performing its function will be appreciated.

ARCHITECTURAL COMMITTEE

POOL RULES

1. Pool and Jacuzzi Hours: Sunday thru Thursday: 6:00 a.m. to 10:00 p.m. Friday and Saturday: 6:00 a.m. to 11:00 p.m.
Adults Only Hours:
Pool #1 - (Clubhouse): 10:00 a.m. to Noon, 5:00 p.m. to 7:00 p.m.
Pool #2 - (Flamenco): 8:00 a.m. to 10:00 a.m., 3:00 p.m. to 5:00 p.m.
Pool #3 - (Gallita): Noon to 3:00 p.m., 7:00 p.m. to 9:00 p.m.
2. A shower must be taken before entering pool or spa. No soap or shampoo.
3. Please use suntan lotion only. No oils or Vaseline. This will keep the pool and spa clean and protect the life of our filtering system.
4. NO CHILD UNDER 14 years of age will be allowed in the pool unless accompanied by an adult resident (over 18) who is a capable swimmer. The adult in charge will see that all rules are adhered to.
5. Residents or guests using the pool are required to wear conventional swim wear. No "cutoffs".
6. No running, jumping in and out of the pool, or loud conduct permitted in pool area. Do not dive into pool. No water games. No "Marco Polo".
7. Drinks may be brought into the pool area in plastic or metal containers only.
NO GLASS CONTAINERS, PLEASE.
8. Residents and their guests are required to police their own area.
9. No play equipment allowed. No toys, air or styrofoam mattresses, no skateboards. NO GLASS, PLEASE.
10. **All** guests must be accompanied in the pool area by a resident host. Number of guests per household is limited to four (4).
11. Guests are the direct responsibility of the resident host.
12. Children of a resident family who are under 14 years of age are permitted to have guests in the pool, provided they are personally supervised by an adult, according to Rule 4 above.
13. The Association will not be responsible for any accident to residents or their guests, or for any lost articles.
14. The Association, through its Recreational Committee and Board of Directors, reserves the right to exclude any and all nonconforming members or guests from using the pool. Any infraction will result in a warning to the offender.
15. California State Law requires the pool area to be locked at all times.
16. For health reasons, no child under 14 years of age will be allowed in the spa.
17. All babies *must* wear rubber or plastic over pants - no nudes. This is a health requirement.
18. Do not tamper with pool equipment.
19. No pets allowed in pool area.
20. No radios or tape players. (Radios/tapes with earphones are allowed).

CLUBHOUSE RULES

1. Application for reservation of Clubhouse should be made to the Chairman of Recreational Activities, no more than 60 days prior, or less than 7 days prior, to desired date.
2. After approval of application by the Recreational Committee, a deposit of \$100.00 must be made within 2 days of approval of application date. This fee is security for a cleaning charge.
3. After verbal approval of date, a deposit of \$100.00, plus the fee, is to be made to the Recreation Chairman, application completed in writing, and the reservation is binding at that time. This security deposit is for cleaning and damages and will be refunded after inspection of the premises if left in a clean and undamaged condition. A fee of \$50.00 for use of the Clubhouse will be charged.
4. Applicant agrees to be responsible for all damages to property belonging to Seascope Village Owners Association, and also assumes all responsibility for any injury sustained by their guests or themselves, while in the Clubhouse or the Pool area. (All persons using the facility do so at their own risk.)
5. Deposits will be forfeited for rude behavior and/or language.
6. Reservations, once accepted by the Recreational Committee, are binding by the Committee.
7. In the event of a possible duplication of requested reservation days, the applicant who asked first prevails.
8. Use of the Clubhouse does not include use of the pool.
9. A reservation for the Clubhouse does not include use of the tennis courts.
10. No profit-making activities will be allowed, unless approved by the Recreation Committee and the Board of Directors.
11. No reservation will be accepted for private parties on New Year's Eve nor when Association functions are scheduled.
12. There will be no charge for requested use of the Clubhouse for any 100% Seascope Community activity.

TENNIS RULES

1. Players shall sign chalk board for order of play. Advanced reservations are not permitted. Starting time for all play is 7:00 a.m.
2. Sign-up must occur while waiting to play. Play is limited to one-half(½) hour when other players are waiting.
3. When players are waiting on Holidays, Saturdays or Sundays, ONLY DOUBLES shall be played. (Men's doubles, women's doubles and mixed doubles are allowed.)
4. Guests may not play unless resident host is in the court area at all times. Guests must immediately relinquish court to resident adult players. When residents and their guests are playing and residents and their guests are waiting, the players may finish their match or play for 30 minutes - whichever is sooner.
5. Tennis shoes must be worn at all times. No bare feet. Shoes with soles that will mark the court are not permitted.
6. No dogs allowed in court area.
7. Children are not allowed in the court area with toys or any type of wheeled vehicle.
8. Participating players - maximum, 4; minimum, 2 (per court).
9. Residents may not have more than three (3) guests on a court at any one time.
10. No practice will be allowed if players are waiting to play.
11. No profit activities will be permitted. (CC&R's)
12. It is requested that no food or beverages (other than plain water in a plastic container) be brought into the tennis court area.

PARKING RULES AND REGULATIONS

ANY VEHICLE PARKED IN VIOLATION OF PARAGRAPH 3.16 AND 3.17 OF THE CC&R'S AND THE FOLLOWING RULES SHALL BE SUBJECT TO A TRAFFIC CITATION, SECOND VIOLATION IS SUBJECT TO TOW-AWAY AT THE OWNER'S EXPENSE.

3.16 There shall be no parking or movement of gasoline or electrically propelled vehicles on any portion of the Common Area which is not specifically designated for that purpose.

3.17 The use of the Common Area parking facilities shall be in accordance with rules and regulations adopted by the Board of Directors, and unless and except as such rules and regulations may specifically otherwise provide: Common Area parking facilities *shall not* be used for parking in excess of two (2) hours of any boat, camper, trailer or truck, nor for overnight parking of any vehicle (regardless of type) other than vehicles of temporary guests, it being the intent that the residents shall utilize the parking facilities within the Residential Lots and keep the Common Area parking area free for use of guests. The Common Area parking facilities shall not be used for vehicle washing or repair.

DEFINITIONS

1. DRIVEWAYS - The off-street paved area leading to each resident's garage.
2. EXCLUDED VEHICLES - Boats, Trailers, Campers, Vans, ~~Sport Utility Vehicles~~, Recreational Vehicles, Motor Homes, Pickup Trucks, Panel Delivery Trucks, and all Truck/Vehicles designed for Hauling, Moving or Transporting Goods, Implements or Materials.
3. GUEST PARKING SPACES - (Common Area parking) - Those parking areas delineated by white lines and accessible from the Village private streets.

DRIVEWAYS

Rule No. 1 - EXCLUDED VEHICLES shall not park in driveways in excess of two (2) hours. No vehicle except an automobile may park in a driveway overnight.

GUEST PARKING SPACES

Rule No. 2 - EXCLUDED VEHICLES shall not park in Guest Parking spaces in excess of two (2) hours, nor shall such vehicles park in Guest Parking spaces overnight except as permitted with a parking pass, under Rule No. 3.

VISITOR'S PARKING PASS

Rule No. 3 - Residents must obtain a Visitor's Parking Pass to permit their temporary guests to park in Guest Parking spaces. Such pass may be obtained from any Board Member for a period of up to 14 days. Passes will not be issued for any EXCLUDED VEHICLE other than vans, sport utility vehicles, and similar passenger vehicles driven by temporary guests. Passes must be displayed in plain view in the guest's vehicle. Any vehicle parked overnight in a Guest Parking Space without displaying a valid Visitor's Parking Pass is subject to a Traffic Citation.

VILLAGE STREETS

Rule No. 4 - Any vehicle parked on Village streets at any time may be towed without warning at the owner's expense because it constitutes a safety hazard.

VIOLATION FINES

1. Unauthorized parking of any vehicle, after first warning, is subject to TOW- AWAY at owner's expense.
2. Excessive noise of use of common area or dwelling units in a manner offensive to other owners or residents, first offense, \$25.00; second offense, \$50.00.
3. Unleashed or uncontrolled pets, first offense, \$10.00; second offense, \$25.00.
4. Damage to facilities and common areas, cost of replacement and a \$50.00 fine.
5. Architectural violations:
 - Minor \$25.00
 - Major \$250.00 (structural, etc.)
6. Speeding over 10 MPH, \$10.00 for first offense, \$50.00 for second offense and \$100.00 for third and subsequent offenses.
7. Skateboarding, roller blading, and roller skating- a fine of\$10.00 after the first warning and \$25.00 each subsequent offense.
8. The following guidelines should be considered by the Hearing Committee based on the seriousness of the offense in connection with fines pertaining to all other matters:

	<u>1st Offense</u>	<u>2nd Offense</u>
Minor Offense	\$10.00	\$25.00
Serious Offense	\$25.00	\$50.00
Major Offense	\$50.00	\$250.00

USE OF RESIDENTIAL LOTS AND COMMON AREAS

(Excerpts from CC&R'S, ARTICLE III)

3.1 Each Residential Lot shall be improved, used and occupied only for single family dwelling residential purposes.

3.2 No Residential Lot or improvements situated thereon shall be occupied or used for any purpose or in any manner which shall cause such improvements to be uninsurable against loss by fire or the perils of the extended coverage endorsement to the California standard fire policy form, or cause any policy or policies representing such insurance and insuring any improvements within the Community to be canceled or suspended or the company issuing the same to refuse renewal thereof.

3.3 Dogs, cats or usual and ordinary household pets may be kept in any dwelling Unit contained within a Residential Lot, only as may be permitted by rules made by the Board of Directors. Except as hereinabove provided, no animals, livestock, birds or poultry shall be brought within the Community or kept on any Lot thereof.

3.4 No Residential Lot shall be used in such manner as to obstruct or interfere with the enjoyment of occupants of other Residential Lots or annoy them by unreasonable noises or otherwise, nor shall any nuisance, or immoral or illegal activity be committed or permitted to occur on any Residential Lot.

3.5 No billboards or advertising signs shall be permitted other than a sign of reasonable size, design and color offering any Lot and improvement thereof for rent or sale; provided, however, Declarant shall be entitled to conduct its sales program within the property including the posting of signs, posters and other advertising media until all Residential Lots subject to this Declaration, originally or by annexation, have been sold by Declarant or seven (7) years from date hereof, whichever shall first occur.

3.6 Unless and as specifically permitted by rules adopted by the Board of Directors, no external antenna for the reception or transmission of radio or television signals shall be erected or maintained upon any Residential Lot or the Common Area, except antenna approved by the Architectural Committee, nor shall any Residential Lot or Common Area be utilized for the transmission of shortwave or other radio or television communication.

3.7 No laundry, bedding, garment or other items of like nature shall be hung on any Residential Lot so as to be visible from another Residential Lot or from the Common Area, nor shall any exterior clothes lines be erected or maintained on balconies or patios or any Residential Lot or in any part of the Common Area.

3.8 Nothing shall be done in any Residential Lot or in, on, or to the Common Area which will impair the structural integrity of any building, or which would structurally change any building. Nothing shall be altered or constructed in or removed from the Common Area, except upon the written consent of the Board of Directors of the Association.

3.9 All equipment and garbage cans shall be kept concealed from view of neighboring Residential Lots, streets and Common Area. All rubbish, trash or garbage shall be regularly removed from each Residential Lot and shall not be allowed to accumulate thereon or on the adjacent Common Area.

3.10 No power equipment, hobby shops, or carpenter shops shall be maintained in the Community except with the prior written approval of the Board of Directors of the Association. No automobile overhaul or maintenance work, other than emergency work, shall be permitted in the Community.

3.11 Each Owner shall have the right to place furniture and potted plants upon the balcony or patio constituting part of his Residential Lot, subject to such rules and regulations as may be established by the Board of Directors of the Association. However, no Owner shall have the right to paint, alter, remodel, or enclose any exterior portion of his Residential Lot without the written

consent of the Board of Directors of the Association or its Architectural Committee.

3.12 No window coverings of any kind shall be hung on any windows except curtains or draperies with solid white backing or white wooden shutters.

3.13 All drainage of water in any Lot or structure shall drain or flow as set forth below:

- a. Any such water may drain or flow into adjacent streets and shall not be allowed to drain or flow upon adjacent lots unless an easement is granted thereof.
- b. All slopes or terraces on any Lot shall be maintained so as to prevent any erosion thereof upon adjacent streets or adjoining property.

3.14 The Common Area shall be improved and used only for the following purposes:

- a. Use by the Owners and occupants of Residential Lots in the Community and their guests in accordance with such rules and regulations as may be adopted by the Board of Directors.
- b. Beautification of the Community and providing privacy to the residents thereof through landscaping and such other means as the Board of Directors shall deem appropriate.
- c. Affording vehicular passage to the Residential Lots and pedestrian movement within the Community.
- d. Use of such portions of the Common Area designated as Restricted Common Area in Paragraph 1.19 of this Declaration by the Owners and occupants of Residential Lot for the basic purposes of ingress and egress.

3.15 No part of the Common Area shall be obstructed so as to interfere with its use for the purpose hereinabove permitted, nor shall any part of the Common Area be used for storage purposes (except as incidental to one of such permitted uses), nor in any manner which may increase the rate at which insurance may be obtained insuring against loss by fire or the perils described in the extended coverage endorsement to the California standard fire policy form, and against loss from bodily injury or property damage occurring on or about the Common Area and improvements situated thereon, nor shall such premises be used in a manner which will cause the Association to be uninsurable against such insurance or will cause any policy or policies representing such insurance to be canceled or suspended or the Company issuing the same to refuse renewal thereof.

3.16 There shall be no parking or movement of gasoline or electrically propelled vehicles on any portion of the Common Area which is not specifically designated for that purpose.

3.17 The use of the Common Area parking facilities shall be in accordance with rules and regulations adopted by the Board of Directors, and unless and except as such rules and regulations may specifically otherwise provide, Common Area parking facilities shall not be used for parking in excess of two (2) hours of any boat, camper, trailer or truck, nor for overnight parking of any vehicle (regardless of type) other than vehicles of temporary guests, it being the intent that the residents shall utilize the parking facilities within the Residential Lots and keep the Common Area parking area free for use of guests. The Common Area parking facilities shall not be used for vehicle washing or repair.

3.18 The Common Areas shall be maintained in an attractive and safe manner suitable to the full enjoyment of the open spaces and all improvements located thereon. The Board of Directors, as hereinafter provided, shall levy an assessment against all of the Owners for the maintenance, upkeep, taxes, insurance and other charges against the Common Areas.

(Excerpts from CC&R'S, ARTICLES XIII and XXIII)

Each Owner of a residential lot shall be responsible for the maintenance and repair of the dwelling and garage situated thereon, except for the repainting of exterior surfaces thereof and the maintenance, repair and replacement of the roofs thereon. Further, each Owner shall be responsible for landscaping and maintenance of his patio area. Any patio area visible from common areas or other residences shall be landscaped and maintained in an attractive manner similar to common area landscaping. In the event an Owner fails to maintain his buildings and improvements or make repairs thereto in such manner as shall be deemed necessary in the judgement of the Board of Directors to preserve the attractive appearance of the Community and protect the value of other property therein, the Board shall give written notice to such Owner, stating with particularity the work of maintenance or repair which the Board finds to be required, and requesting that the same be carried out within a period of thirty (30) days from the giving of such notice. In the event the Owner fails to carry out such maintenance or repair within the period specified by the notice, the Board shall cause such work to be done, and the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such residential lot is subject. (CC&R's, Article XIII)

Any Owner who shall lease or rent his Lot to any person or entity shall be responsible for assuring compliance by any such person or entity with all of the covenants, conditions, restrictions, easements, reservations, liens and charges of this Declaration, as amended and supplemented. Any lease or rental agreement between an Owner and a lessee must provide that the terms of the lease or rental agreement shall be subject in all respects to the provisions of the Declaration, Articles and Bylaws, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease or rental agreement. All such leases and rental agreements shall be in writing. (CC&R's, Article XXIII)

MISCELLANEOUS

1. No skateboarding, roller skating or roller blading is allowed on the streets and sidewalks of the Village.
2. No playing in areas that would subject residents or guests to bodily harm.
3. No private garage sales are allowed, inasmuch as a community garage sale is held annually.
4. Trash must be put out on the morning of trash pick-up day for health and safety reasons. (Do not put your trash out the previous night.)

LANDSCAPING

Each owner shall be responsible for landscaping and maintenance of his patio area. Any patio area visible from common areas or other residences shall be landscaped and maintained in an attractive manner, similar to common area landscaping. (CC&R's, Article XIII)

TENANT REGISTRATION

For each new tenant the owner is required to submit a completed occupant registration form to the Management Company.

Seascape Village Owners Association

c/o CURTIS MANAGEMENT COMPANY, INC.
5050 Avenida Encinas, Suite 160
Carlsbad, CA 92008

949/257-2753
760/643-2200

May 21, 2018

Dear Homeowner /Resident:

The Board of Directors has elected to update the application of the Association's Parking Rules and Regulations (R&R's) regarding parking of pickup trucks within Seascape Village when used as passenger vehicles.

Standard pickup trucks have become common passenger vehicles that are owned by Association members and residents. And California law requires Association Rules to be "reasonable". Therefore, the Board of Directors believes that a shift in application of the Parking R&R's is necessary to comply with current California law. As such, the Board is updating the application of the current Parking R&R's to discontinue referring to non-commercial-use pickup trucks, when being used as passenger vehicles, as being Excluded Vehicles under the R&R Rules.

Notwithstanding this update in the application of the Parking R&R's, it is clear that the Seascape governing documents are aimed at preserving the aesthetic beauty, and enjoyment by all occupants, of the community. Accordingly, the Board believes the existing Parking R&R's are still "reasonable" with regard to pickup trucks hauling or holding visible mechanical and/or electrical equipment and/or materials (ex: construction materials, pool maintenance equipment/supplies, air compressors, welders). Therefore, pickup trucks, when hauling or holding such visible mechanical and/or electrical equipment and/or materials on a regular or consistent basis, will still be considered Excluded Vehicles and subject to the parking restrictions in the existing Parking R&R's. Pickup trucks that are transporting recreational items commonly transported by passenger vehicles such as automobiles, SUV's, etc. (ex: bicycles, surfboards) are exempt from this restriction.

Additionally, the Board of Directors is updating the application of the Parking R&R's to address parked vehicles **of any type** that extend into streets that are classified and used as Fire Access Roadways (Fire Lanes). This includes any portion of a vehicle body, as well as accessories/ attachments such as hitches and bike racks, and any other item(s) attached to or placed in or on the vehicle. A Fire Lane starts at the flow line (lowest continuous elevation) on streets with rolled, sloped, flared, or other non-vertical curb and gutter configurations. Fire Lanes are required to be maintained clear, and vehicles/items that protrude into the street pose a safety hazard to all vehicular traffic, and a potential liability to the Association. Refer to attached Seascape Village maps for identification of streets/paved areas that are Fire Lanes. Refer to attached page showing Fire Lane boundary.

Thank you for your anticipated cooperation.

Sincerely,

***Seascape Village Owners Association
Board of Directors***

Enclosure