

Valencia Racquet Club Website

As a resource that can be accessed day or night. Our web address is: **http://www.vrchoa.com**

Move your cursor over the tabs at the top of the website to access content. Please visit us soon on line.

On our website you will find downloadable forms for, home improvement, clubhouse use, approved paint colors etc.

Home Price Comparisons

Top selling/listing prices 2007/2008 Information incomplete at this time. Will be published in the future.



Visions of the future

Interest rates and the prices of homes are in the doldrums it seems . So now is still the time for everyone to consider the various improvements that can enhance your property and value of your residence.

Ask yourself these questions

regarding the sale-ability or refinance prospects of your property :

- 1. Do I have well groomed plants, trees, flowers, and a neatly manicured lawn?
- 2. Are there any oil or rust stains in my driveway that need to be removed?
- 4. Is my Trash Barrel in an out-of-sight location?
- 5. Are there any extra vehicles parked along the curb that could be kept in the garage?

Everything counts in this market, even the simple things. You may not be thinking about selling but there is equity building going on here and that makes everyone smile, especially if it's going in an upward direction Hoping for a turn around here.

Improvements you might want to consider:

- 1. Re-painting with the new lighter colors.
- 2. New metal roll-up garage doors.
- 3. Skylites to lighten up dark areas.
- 4. New energy efficient double pane windows.
- 5. Steam clean and/or repair your driveway.
- 6. Kitchen and bath remodeling.

<u>SAFETY ISSUES</u> "Unseen Quake damage blamed for house fire"

...this was a headline in the Newhall Signal in 1994 after the big quake. In the Valencia Racquet Club as far as we know there have been two instances of slow burning fires in the wall of two fireplaces due to cracks in the fire box . We are advising all Homeowners to have their fireplaces checked for cracks if you haven't done so already.

IMPORTANT SAFETY INFORMATION for all One-story units



Please be advised that the Front door overhang (little roof over your front door) might have an attachment problem after 30+ years of door closing , door slamming, earthquakes, space shuttle shaking etc.

It would probably be a good idea to check the roof attachment so that this little front door overhang doesn't come crashing down as it has in 2 instances in the Valencia Racquet Club in the past.

PAINT UP/FIX UP!!!



If you are planning on painting or staining the outside of your home, please call the office for the official Sutter's Pointe paint chart.

If you plan on doing ANY outside remodeling (which includes solar, patio covers, block walls, sun decks or any other additions), please call the office for the proper forms and to get approval from the Architectural Committee.

Any questions, please call the office at 297-2997. Remember, you must submit Form #101 and the Repainting agreement between attached units to the Architectural Committee for approval before you proceed with your re-painting project.

New approved improvements

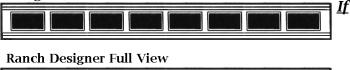
1. Garage doors metal type-window lites (Designer Ranch or Designer full view only) Color, configuration of door and lites must be submitted.

Inserts of any kind are NOT allowed on garage doors. The only window patterns approved are

pictured here \downarrow

2. Vinyl fencing Color: Tan has recently been approved Call Office for further information.

Designer Full View





you find a problem in our common areas...

Please, please, please let the manager know if you see something that is in need of repair or is a hazard. If we all work together, we can keep the Racquet Club safe and attractive, which is in the best interest of all residents.

<u>Trash Day is Monday</u>

Please put your trash cans in the middle strip along with your neighbor's. This reduces the truck stops by 1/2 and may also reduce the noise and trash spills in our streets. The policy of the VRC regarding trash can storage is printed below including a list of Holidays that Waste Management observes .

Trash Can Policy: All trash, recycling and yard trimmings barrels MUST BE off the street and placed in an "Out of Sight" location, (meaning not viewable from the front or side of your property.) by 10:00 pm on Trash Day.

HOLIDAYS

Waste Management observes the following holidays: New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas Day. If you need a special item picked up, please call Waste Management for more information at 259-2398.

RECREATIONAL VEHICLES

Please do not store your RV or other related equipment on the street or in your driveway. *THE RULES ARE:*

You may bring your RV home the day before you plan to leave, but you must put it back in storage either the day you return or by 7pm the next day.

Example: Thursday morning you bring it home, Friday you leave. Sunday you come home. Monday by 7 p.m.it's back in storage.

If you have circumstances not listed, please call the Manager at 297-0999.

When you store a vehicle(s) in your driveway or on the street, please read the following section of the C'C' and R's that addresses this issue:

Article X Section 2. No trailer, camper, boat, commercial vehicle, motorcycles, or other similar equipment shall be permitted to be stored on any property within the properties unless placed on a portion of

the Lot that is acceptable to the Architectural Committee.

Storing vehicles in driveways or in the street is never a good idea:

- 1. The street sweeper cannot complete cleaning.
- 2. Children could dart out from a continually stored car and get hurt.

3. Studies have shown that one of the first signs of a decaying neighborhood is abandoned vehicles. Stored vehicles similarly collect debris & spider webs.

4. The code enforcement Officer for the City of Santa Clarita will give a warning in regards to a vehicle stored over 72 hours in the street.

5. Section 12.64.200 of the Santa Clarita Municipal Code Vehicles parked over 72 hours—Removal by Police . A) An officer may remove to a "safe place" every vehicle which as been parked or left standing upon a highway for 72 or more consecutive hours. B) As used in this section, the words "safe place" include, but are not confined to, any garage, parking lot or open spaced owned by the maintained or under the jurisdiction of the proprietor of which will accept such vehicle. Please remove your stored vehicle to your garage, to a storage facility, or you can donate The California Council of the Blind 800-449-8342. to: For a tax write off, with no DMV hassle, No Smog Certificate, Running or Not Vehicles, Boats, Campers, Property, etc. CALL FOR FREE PICK UP or you can donate vehicles to other charitable organizations!

<u>Advertising and Logos on Vehicles</u>

It is a violation of the CC & R's to have visible logos or advertising for any Company on any vehicle in the Valencia Racquet Club We have been in contact with several homeowners who have such vehicles and each of them has been very cooperative in placing white magnetic strips across the company logos or garaging their vehicles.

Cars Are Still Being Stored

We want to thank all the homeowners who have taken care of their once stored vehicles by either removing them, putting them in use, or garaging them. You have truly helped the neighborhood to look better, but we still have some "stored" vehicles. If we intend to see the values of our properties continue to increase we all have to pitch in.

City Of Santa Clarita Municipal Code

"Oversized Vehicle" is defined as any motor vehicle, boat or trailer, which meets or exceeds at least two of the following criteria: 23 feet in length; or 8 feet in height; or 7 feet in width. All vehicles that fall into the dimensions noted above will be restricted from parking on any public street within the City of Santa Clarita.

2 Are There Exceptions? The exceptions to the above



Satellite Dish Placement

You must submit a form # 101 for satellite dish placement on your residence before installation.

Here are some locations that should accomplish a good signal while not becoming an eyesore to the neighborhood, these are suggestions if you choose **one** that applies we still need a form # 101 submitted.

If you have already' installed a satellite dish with out architectural permission please submit Form #101, for approval, before relocating your satellite dish when your NEW location is approved you will have 30 days to re-install to **the** approved location.

One story model:

- 1. Behind the parapet wall or roofing low enough to not be seen from the street and several feet from the edge of your roof. But not on your neighbors roof.
- 2. On your chimney where chimney meets roof: But not on the top of your chimney.

Two story model:

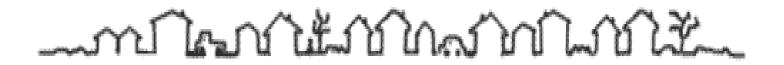
- 1. Behind the parapet wall or roofing low enough to not be seen from the street and several feet in from the edge of your roof. But not on your neighbor's roof.
- 2. On your chimney where the chimney meets the roof. But not on top of the chimney.

If you find other locations that are applicable that successfully hides the dish from the street in front of your home, please submit the enclosed FORM 101.

*Homeowners adjacent to common areas are in compliance with this regulation if satellite dish can't be seen from the front of the property but because of placement options it still can be seen from the common area.

We are asking all homeowners that acquire a dish to keep the esthetics of the tract in mind when thinking about alternate placement of your satellite dish.

You must submit a form #101 BEFORE installing your dish.



<u>Architectural Unit Improvement Form #101</u> Valencia Racquet Club Homeowners Association P.O. Box 800997 Santa Clarita , CA. 91380 (661) 297-0999 FAX (661) 297-0027

Lot #	Address:_	Date
Owners	Name(s):	

Type of improvements: (Circle all that are Applicable) Roof, Paint, Deck, Fence, (Back, Side, Front) Drains, Walls, Light fixtures, Spa, Pool, Sky lights, Bay window, Windows, Room addition, Garage doors or OTHER: Description of improvements:

I/WE UNDERSTAND THAT architectural approval from the Valencia Racquet Club Homeowners Association DOES NOT constitute: L.A. County building Dept. of the City of Santa Clarita Building Dept., or County Roads Dept. Approval, and that it is my <u>RESPONSIBILITY</u> to obtain a <u>BUILDING</u> PERMIT : from the City, County, or State agencies when required Date Signed _____Owner(s) Signatures ______

Please attach two(2) copies of plans, a list of materials, all dimensions, all finishes, grades, names and numbers of any colors, type, and style of roofing material, Please submit any approval request 30 days prior to start of project as per the C'C' and R's of the Association Architectural Committee Action:_____

By: _____ Date _____

noted restrictions will be given to "oversized vehicles" parked:

On a public street during the weekend (Saturday and Sunday) for the purpose of,

and while being, loaded or unloaded for a maximum period not to exceed 48



consecutive hours in any calendar week (Monday through Friday).

For temporary maintenance or emergency repairs not to exceed 48 consecutive hours within any calendar week (Monday thru Friday). For the pickup or delivery of goods or during a state of emergency declared to exist within the City of Santa Clarita by the City Council.

Section 12.64.100

Trailers or semi-trailers Parking Requirements.



A person shall not park any

trailer or semi trailer upon any highway, street, alley, public way or public place unless the trailer or semi trailer is at all times while so parked attached to a vehicle capable of moving the trailer or semi-trailer in a normal manner upon the highway, street, alley, public way or public place.

This section shall not apply to trailers or semi trailers in the process of being loaded or unloaded, nor shall it apply to any trailer or semi trailer which is disabled in such a manner and to such an extent that it is impossible to avoid stopping and temporarily leaving the disabled trailer or semi trailer on that portion of the highway, street, alley, public way or public place ordinarily used for vehicular parking.

This section shall not apply to the speed display trailer (PARET) units placed on public roadways by the City of Santa Clarita or the Los Angeles County Sheriff's Department. (Saturday and Sunday) For the purpose of, and while being, loaded or unloaded for a maximum period not to exceed 48 consecutive hours in any calendar week (Monday through Friday). POOL AND SPA RULES

- 1. Key cards must be presented by all persons entering the pool area.
- Children under 14 are not allowed in the 2. pool area unless accompanied by an adult

when lifeguard is not on duty.

- 3. No babysitter under 21 may bring children under 14 to the pool. Written permission from the parent cannot waive this rule.
- 4. Showers are mandatory before entering pool.
- 5. The pool is for use of VRC members and their guests only. (3 guests per resident per use of pool
- 6. All guests must be accompanied by a VRC resident and file a guest pass filed with the lifeguard before they use the pool.

- 7. When lifeguard **is on** duty, children under 8 years of age must be accompanied by an adult in the pool area.
- Running and or horseplay on the deck is 8. prohibited.
- 9. Any apparel other than regulation swimsuits must be clean and hemmed above the knee, and subject to the lifeguard's approval.
- 10. Swimfins, masks, balls, etc. may be used with the approval of The lifeguard, dependent on the number of people using the pool. NO FLOTATION DEVICES of any type are allowed in the pool except as a teaching aid used in a regularly scheduled activity or class.
- 11. Persons with infectious diseases, open sores, or bandages are prohibited from using the pool.
- 12. Any activity which might be injurious to other swimmers will not be permitted.
- 13. Diving is permitted at the DEEP END of the pool only. No diving from the sides. Divers must enter the pool from a forward direction ONLY.
- 14. NO GLASS containers of any kind (suntan, softdrink, glasses, cups, etc.) are permitted.
- 15. NO PETS are allowed
- 16. Profanity is prohibited.
- 17. NO splashing in the shallow end of the pool.
- 18. NO GUM is allowed in the pool area.

19. NO ALCOHOLorPROHIBITED substances are allowed in the pool area.

- 20. SMOKING only in designated areas by adults.
- 21. Eating in "FOOD AREA" only.
- 22. SWIM DIAPERS must be used by all babies.

SPA AREA

1. Use spa at your own risk.

Use of spa is not recommended for persons with; heart problems, high blood pressure, pregnant women, children under the age of 14, persons under the influence of drugs, alcohol or controlled substances.

- 2. Adults ONLY 6:00 p.m. to 10:30 p.m. daily.
- 3. NO LIQUOR OR FOOD IN SPA AREA.
- 4. All pool rules apply to spa.

OTHER THINGS TO THINK ABOUT

There is never any alcohol allowed in the pool or spa. Glass is also a hazard and MAY NOT BE BROUGHT INTO THE POOL AREA.

If you should find glass, broken or otherwise in any common area, please take a moment to remove it.

A WORD ABOUT KEY CARDS

There is a replacement fee for lost key cards of \$100.00 per card. This does not apply to broken ones. If yours is damaged, please contact the manager at 297-0999 and arrange to exchange the broken one for a new card. It would also be a good idea to have some type of identification written in permanent marker on your card. Your phone

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number would be ideal. If you or your children are in the pool area and have no place to put your key card give it to the lifeguard for safe keeping. They will be glad to hold it for you. Please make sure you only give the YELLOW key to your children when they have your EXPRESS PERMISSION to use the pool. You should retain control over this key at all times to avoid any problems with the pool usage. There have been reports of stolen key cards in the past. It would be a good idea to make sure your card can be securely attached to your child's belt loop or some other secure place.

TENNIS RULES

- 1. Hours: 8:30 a.m. to 10:30 p.m. daily.
- 2. Use of courts is on a first come first served basis.
- 3. When others are waiting: A 5 minute warm up

(B) Singles - 1 set or 30 minutes. C) Doubles - 2 sets or 60 minutes. D) No Increasing time by juggling additional individuals in and out of one group

- Maximum of three (3) guests. 5.
- 6. No professional instruction allowed without previous approval of the board of directors.
- 7. Children under 16 years of age must be accompanied by an adult member during prime time, after 6pm, Monday through Friday from sunrise till noon on Sat. & Sun.
- NO SMOKING, food, beverages bicycles, 8. skateboards, pets, etc., allowed on the courts.
- 9. Please -- proper tennis etiquette should be observed at all times.
- 10. Last group out of the courts at night, please turn off the light.
- 11. No roller hockey, roller blades or pets

BASKETBALL ETIQUETTE

Please share the court if others arrive to play. Unless you have a full team, please play half court or invite the new arrivals to join your game. Limit your game to 45 minutes if others are waiting to use the court.

TENNIS COURTS - NO DOGS, HOCKEY OR SKATEBOARDING!

The title of this article speaks for itself. The tennis court rules are prominently posted, to the point with no fine print. See copy following which has been printed at least 40 times in the past 21 years. The tennis courts have a surface that is replaced approximately every 6 to 7 years, cost is \$3000 per court, nets are \$200 each.

TENNIS LIGHTS

To turn on the tennis light, you must put your card key in the slot mounted on the tennis light pole - then same to be or to run at large upon any highway, remove it. A signal will sound approximately 5

minutes before the lights shut off. If you are not finished with your game, you will need to put your card in the slot to restart the time. Once the lights turn off, they will cool for approximately 15 minutes before they can be restarted.

SECURITY & PREVENTION

Copper Eagle Security Patrol is the company that patrols the Valencia Racquet Club five to seven times daily They unlock the gates in the main common area at 8a.m. each morning and lock the gates at 10:30 p.m. Monday thru Sunday.

HELP US KEEP OUR NEIGHBORHOOD SAFE

The Neighborhood Watch is here to help keep the Racquet Club safe. The only way we can do this is with your help. Please call either Pat at 297-7788 or Sandy at 297-0999 when a crime has been committed Pease report any suspicious activity in your area to either number. The Neighborhood Watch keeps track of all complaints and works with the Sheriff's Department when necessary. It has proven effective in several instances. The effectiveness of the Neighborhood Watch is up to you.

SMOKE DETECTOR CHECKLIST

May is a very good month to check all vour fire/ smoke alarms to see that they are in good repair.

WHAT ARE VENT PIPES?

Go outside in front of your house, look up on your roof, do you see those interesting little pipes and mini -chimneys sticking up? Those are vent pipes. Vent pipes need to be re-caulked about every three years as the silicone cracks. Eventually, you could develop a leak inside your house when it rains via those darn vent pipes!

CHIM<u>NEY SWEEP</u> If you use your fireplace often, don't forget the Racquet Club is approximately 30+ years old. According to a local sweep, chimneys should be serviced every few years.

DOGS RUNNING LOOSE!!!

Here are the animal control sections that pertain to dogs running loose.

It's the Leash Law and it means the common areas, our sidewalks and parks. If your dog bites anyone/anywhere/anytime, you are responsible. You are also responsible for any droppings left by your animal anytime and anywhere. Your dog cannot run loose on any portion of Sutter's Pointe

ANIMALS RUNNING AT LARGE

10.32.010 Dogs - Running at Large Prohibited -No person owning or having charge, care, custody & control of any dog shall cause, permit or allow the

street, lane, alley, court of other public place, or 6 upon any private property or premised other than



those of the person owning or having charge, care, custody or control of such dog, in the unincorporated area of the County of Los Angeles, unless such dog be restrained by a substantial chain or leash not exceeding six feet in length and is in the charge, care, custody or control of a competent person. (Ord, 9454 1 (part), 1968; Ord. 8043 12 1961; Ord. 4729 Art. 7, 701, 1946.)

A. Any animal (or animals) which molest passerby or passing vehicles, attack other animals, trespass on school grounds, is repeatedly at large, damages and or trespasses on private or public property, barks, whines, or howls in an excessive, continuous or untimely fashion shall be considered a public nuisance.

B. Every person who maintains, permits or allows a public nuisance to exist upon his or her propertyor premises, and every person occupying or leasing the property or premises of another and who maintains, permits or allows a public nuisance as described above to exist thereon, after reasonable notice in writing from the Department of Animal Care and Control has been served upon such person to cease such nuisance, is guilty of a misdemeanor. The existence of such nuisance for each and every day after the service of notice shall be deemed a separate and distinct offense.

DOG POOP in big letters....



Please if you have animals in your backyard and there is animal waste piling up clean it up......your neighbors will be pleased as well as your poor animals. Summers

C'C' & R's Article V Exterior Maintenance

coming as well as flies need I say more?

In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. There shall be no entry into a dwelling unit without the express consent of the owner.

Article VI - Architectural Control

No building, fence wall or other such structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to

harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Article VII - Common Structures Section 1. Party Walls

- (a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extend not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- (b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.
- (c) Destruction by Fire or Other Casualty.

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

- (d) **Weatherproofing.** Notwithstanding any other provision of this Article, as Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- (e) Right to Contribution Runs with Land.
- (f) The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.
- (f) **Arbitration.** In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 2. Other Common Structural Parts.

If there are any other parts of the structures on Lots 17 through 82 and 115 through 142 which are so

- constructed that they are shared in common by the

adjoining owners, they shall be used in common by each in such a manner so as to not interfere with their use by the others. Any damage or injury to these common parts, other than that caused by the act or negligence of one of the owners, shall be repaired at the joint expense of the owners.

Section 3. Maintenance.

parts shall maintain them in good order and repair at all times. No substantial structural alteration, repair or addition shall be made to the walls or other structural parts without the prior consent of the Architectural Committee and compliance with applicable building codes.

Section 4. Destruction of Common Area Improvements on Lots 181 through 185

inclusive. In the event of a total or partial destruction of the common area improvements in the development, the improvements shall be rebuilt using the available proceeds of the insurance carried pursuant to Article VIII. Any rebuilding shall be subject to the rights of any holder of a mortgage or deed of trust. If said proceeds are insufficient to cover the cost of repairs and/or reconstruction thereof then a special assessment shall be levied pursuant to Article IV, Section 4, hereof.

Article I - Restrictions Section 1. All lots in the tract and in such property as shall be annexed thereto shall be known and described as residential lots and shall be used for no purpose other than permanent, single family residences. No structure of a temporary character (trailer, tent, shack, garage, barn or boat) shall be used on any lot at any time as a residence either temporarily or permanently.

Section 2. No trailer, camper, boat, commercial vehicle, motorcycles or other similar equipment shall be permitted to be stored on any property within the properties unless placed on a portion of the lot that is acceptable to the Architectural Committee.

Section 3. No part of the lots shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, professional or commercial activity, manufacturing, mercantile, storing, vending or other such nonresidential purposes. Provided, however, Declarant, its successors or assigns, may use the Lots owned by it for a model home site, and real estate offices for the purpose of selling any Lot or Lots (improved or unimproved) during the construction and sales period.

Section 4. No sign or billboard of any kind shall be displayed to the public view on any portion of the common area or on any lot, except:

reasonable, customary dimensions advertising the property for sale or rent.

(b) Signs used by Declarant, its successors or assigns to advertise the propriety during the construction and sales period. Signs on lots owned by Declarant; if on common area, shall not unreasonably interfere with use of common area by owners. The owners of the party walls and common structural <u>Section 5</u>. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of any lot or within 500 feet below the surface of any of the property. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any lot.

> **Section 6.** No noxious or offensive trade or activity shall be carried on upon any lot or any part of the properties, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners or his respective dwelling unit, or which shall in any way increase the rate of insurance.

> **Section 7.** No animals, livestock, poultry, bees or other insects of any kind shall be raised, bred on or in any dwelling or lot, except dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes or in unreasonable numbers, as provided in the County Ordinance and Zoning Codes, nor shall any household pets be kept on the properties which result in an annoyance or are obnoxious to residents in the vicinity.

> Section 8. No towers, antenna, aerials, or other facilities for the reception or transmission of radio or television broadcasts or other means of communication shall be erected on any lot except by installations inside or by underground conduits. **Section 9.** Each owner shall be responsible to maintain his property free from rubbish, garbage, litter and noxious weeds and to maintain dwelling in good condition and repair at all times. All clothes lines, refuse containers and storage areas shall be prohibited upon any lot, unless obscured from view of adjoining lots and streets.

Section 10. All solid walls or fences with the exception of the party wall, located within five (5) feet of the property line shall not have their integrity changed or broken in any way nor shall they be colored in any way without the consent of the Architectural Committee.

C'C' and R' Sections that apply to Section 8. **Effect of Nonpayment of Assessments: Remedies of the Association** Any assessment not paid within thirty (30) days

(a) One sign for each building site of

after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Associa- Each homeowner in the Racquet tion may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the Common Area or abandonment of his lot. Upon delivery of appropriate notice to the Association, the holder of any first trust deed of trust or first mortgage on one or more of the lots shall be entitled to notification from the

Association of any default by the Owner of any such lot in the performance of such Owner's obligations under this Declaration or the Association's Articles or By-Laws which is not cured within thirty (30) days. A failure by the Association to give such notice shall not affect the validity of the assessment liens.

<u>Section 9.</u> Subordination of the Lien to First **Deeds of Trust and First Mortgages**

The lien of the assessments provided for herein shall be subordinate to the lien of any first deed of trust or first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or deed in lieu of foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer

shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.



LATE DUES POLICY

- 1st Late notice from billing service 2nd month.
- 2nd Letter from Association notifying you of amount owing offering payment plan. Or demand for payment in full.
- 3rd Registered letter from Association asking for payment in full 10 days after receipt of letter.
- 4th Account is turned over to Assoc. Attorney for
- placement of Lien \$500.00 added to your account. 5th Foreclosure
- 6th Sale.

We Are Condos - NOT!!

We are a **Planned Unit Development**. We are responsible for our own insurance on our individual units. The Homeowners Association carries insurance on the Common areas only

OFFICE

Manager, Sandy Moss, 297-2997.

We have an answering machine for after hours calls. Please leave your name, number and a message and your call will be returned. You can obtain a copy of the minutes of Board meetings if you are a Homeowner in at Sutter's Pointe and you call the office.

CLUBHOUSE RENTAL

Club is entitled to the use of the



clubhouse once a year free of charge. If you wish to use the facility, please contact the Manager to reserve a day and for the necessary forms. Anyone using the clubhouse is responsible to make sure the premises are left in the same condition they were found .

Address of Clubhouse

City Code Enforcement

27055 Rio Bosque Drive Valencia CA 91354 Mailing Address :

P.O. Box 800997 Santa Clarita, CA 91380 **OFFICE # (661) 297-0999** FAX (661) 297-0027 Helpful Telephone Numbers Blue Barrel Disposal 259-2398



\$45 F

Residents can report Abandoned vehicles

Santa Clarita residents can now report possible abandoned vehicles to the SCV Sheriff's Department online. To report go to http://www.scvsheriff.com then click on the abandoned vehicle report link. At the bottom of the Web page is a form where residents are asked to provide info. on the location, the color, make, model, license plate number and state, their name and phone number, and other information. Residents can report anonymously at: 661-284-2-Tip..

286-4076

Parking violations -

22522VC- Blocking sidewalk access \$280 Fine

22500(e)VC - Blocking a driveway. Includes the one in front of your house. \$45 fine For emergency access)

22500(f)VC - Blocking any portion of the sidewalk. Includes the portion of sidewalk in front of your driveway. \$45 Fine

22500(h)VC - Double parking

2514VC Parking within 15' of fire hydrant. \$60 Fine 15.64.271 SCMC - Parking in front yard \$30 Fine Fine reduced to \$10 upon proof of correction.

Vehicle Impound Authorities

22669VC- Abandoned vehicle. Vehicle must be either obviously abandoned missing critical parts like the engine or not moved *substantially* for over 72 hours. Moving vehicle from one side of the street to the other does not amount to substantial movement. Direct traffic complaints to: Sheriff Dept @ 255-1121

DECLARATIONS INSURANCECOVERAGE SUMMARY STATE FARM INSURANCE COMPANY 31303 AGOURA RD, WESTLAKE VILLAGE, CA 91363-0001

Named Insured and Mailing Address 1535-F787R

VALENCIA RACQUET CLUB HOMEOWNERS ASSO-CIATION PO BOX 800997 SANTA CLARITA CA 91380-0997

CONDO/ASSOC POLICY - SPECIAL FORM 3 Inflation Coverage Index: 146.4

AUTOMATIC RENEWAL - If the POLICY PERIOD is shown as 12 MONTHS, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee / Lienholder written notice in compliance With the policy provisions or as required by law. Policy Period: 12 Months

The policy period begins and ends at 12:01 am standard time at the premises location

Effective : DEC 27 2007 Expiration : DEC 27 2008 Named Insured: PLANNED UNIT DEVELOPMENT Location of Covered Premises: 27055 RIO BOSQUE DR VALENCIA CA 91354-2227

Coverages & Property

Section I A Buildings

B Business Personal Property

Section II

L Business Liability M Medical Payments Products-Completed Operations (PCO) Aggregate General Aggregate (Other Than PCO)

Forms, Options, and Endorsements Special Form 3 Policy Endorsement FP-6149 Policy Endorsement FE-6506.2 **Terrorism Insurance Cov Notice FE-6999** Amendatory Endorsement FE-6205 Policy Endorsement FE-6567 Policy Endorsement - Condo/Assn FE-6466 Developer/Sponsor Exclusion FE-6348

Deductibles - Section

In case of loss under this policy, the deductible will be applied to each occurrence and will be deducted from the amount of the loss. Other deductibles may apply - refer to policy.

Forms,Options,and Endorsements Earthquake/Volcanic Eruption FE-6307-2 Debris Removal Endorsement FE-6451 Glass Deductible - Section 1 FE-6538.1 Additional Insured Dir & Officers FE-6322 Dir & Officers OPTION DO Emp Dishonesty OPTION ED Amendatory collapse FE-6551 Policy endorsement Condo/Assoc FE-6624 Inc cost & Demolition coverage FE-6587 Terrorism Insurance Cov Notice FE-6999 Registered Domestic partnership.*FE, 5383 Registered Domestic partnership-*FE_5383

Alternate Dispute Resolution

The law requires that before a common interest development or an individual homeowner files a lawsuit other, solely for declaratory against the relief,injunctive relief in connection with a claim for money, under \$5000.00 other for association assessments, or for enforcing the associations governing documents, the filing party "shall endeavor" to submit the dispute to alternative dispute resolution.

This also applies to homeowners who challenge a n assessment, provided among other things, that they first pay the challenged assessment. Forms of ADR include mediation, negotiation and arbitration which may be binding or non-binding. The Act requires the filing party to give the responding party 30 days to accept or reject a request for resolution by ADR.

The ADR process is initiated by 1 party serving a "Request for Resolution" form upon the party to the dispute. The form must include certain information as specified by civil code, if accepted by the party served with the request, the completion of the ADR process must be done in 90 days. Costs are paid by the participating parties. At the time a civil suit is begun by filing of a complaint, the filing party must also submit to the court a Certificate of Compliance as directed by Civil Code section 1354 or state any excuse for not doing so. If the certificate is not filed it may be grounds for challenging the suit. Failure by any member of the association to comply with the pre-filing requirements of section 1354 may result in the loss of the rights to sue the association regarding enforcement of the governing documents. Filing party should contact their attorney for guidance as this outline does not contain all specific information needed.

Loss Assessment Insurance



Many insurance companies offer "Loss Assessment" coverage as a rider on Homeowners Insurance policies.

This is usually a low cost rider to cover judgments that can be levied against an association for an atfault occurrence that I in excess of the insurance coverage required by law.

Example:

Say a judgment is given to someone that is over the policy limit of your Association insurance coverage, each owner is then responsible for 1/92 of the amount. The loss assessment insurance pays for your portion of that amount. Check with your personal insurance carrier for more complete information. As required by law your association carries the amount required, but this info. is just for your information and decision to carry this type in insurance.