

Valencia Racquet Club

May 5th 2016 NEWSLETTER

P.O. Box 800997 Santa Clarita, CA 91380 Phone: 297-2997 Fax: 297-0027

Valencia Racquet Club Website

<http://www.vrchoa.com>

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

Information you can use...

The combination to the bathroom (outside the main clubhouse doors) has been changed to 2979.



Pool and Spa rules

1. Keycards must be presented by all persons
2. Children under 14 are not allowed in 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 a parent cannot waive this rule.
4. Showers are mandatory before entering pool.
5. The pool is for use of VRC members & their guests only. (4) guests per resident .
6. All guests must be accompanied by a VRC resident & file a guest pass with the lifeguard before they use of pool.
7. When lifeguard **is on** duty, children under 8 yrs of age must be accompanied by an adult in the pool area.
8. Running and or horseplay on the deck is prohibited.
9. Any apparel other than regular swimsuits must be clean, hemmed above the knee & subject to lifeguard approval.
10. Swimfins, masks, balls, etc. may be used with the approval of lifeguard, dependent on the number of people using the pool. NO FLOTATION DEVICES of any type are allowed in the pool.
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 ALCOHOL or PROHIBITED substances are allowed

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 10:00 p.m. daily.
3. NO LIQUOR OR FOOD IN SPA AREA.
4. All pool rules apply to spa.

- There is never any alcohol allowed in the pool or spa
- Glass and may not be brought into the pool area.

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. Please make sure you only give the YELLOW key to your children when they have your EXPRESS PERMISSION to use the pool.

TENNIS RULES

1. Hours: 8:30 a.m. to 10:00 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 & out
5. Maximum of three (3) guests.
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 during prime time, after 6pm, Monday thru Friday from sunrise till noon on Sat. & Sun.
8. NO SMOKING, food, beverages bicycles, skateboards, pets, etc., allowed on the courts.
9. Please proper tennis etiquette must be observed
10. 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.

TENNIS COURTS - NO DOGS, HOCKEY OR SKATEBOARDING! The title 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 38 years. The tennis courts have a surface that is replaced approximately every 6 to 7 years, cost is \$4500 per court, nets are \$200 each.

TENNIS LIGHTS To turn on the tennis light East side is lighted west side is not, you must put your card key in the slot mounted on the tennis light pole - then 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. .

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 vent pipes!

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 1 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 the Valencia Racquet club.

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 same to be or to run at large upon any highway, street, lane, alley, court of other public place, or 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.

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 property/ 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 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... Summers coming as well as flies need I say more?



C'C' & R's Article V Exterior Maintenance 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#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 extent 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 1 arbitrator, and such arbitrators shall choose 1 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.

The owners of the party walls and common structural 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 #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.

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 ACC Committee.

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.

#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:

- (a) 1 sign for each building site of 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.

5. 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.

#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 the owners or his respective dwelling unit, or which shall in any way increase the rate of insurance.

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.

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.

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.

#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' 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 after the due date shall bear interest from the due date at the rate of 6 per cent per annum. The Association 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 assessment liens.

#9. Subordination of Lien 1st deeds of trust & 1st 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 full pmt.

4th Account is turned over to Assoc. Attorney for placement of Lien \$500.00 added to your account.

5th Foreclosure

6th Sale.

A late charge of \$14.50 will be charged if you are late.

DECLARATIONS INSURANCE COVERAGE SUMMARY

Farmer Insurance Group CONDO/ASSOC POLICY

Named Insured Valencia Racquet Club HOA

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

Effective : DEC 27 2015 Expiration : DEC 27 2016

Coverages & Property

General Commercial Liability 604787188—

\$2,000,000

Section II Business Liability \$3,000,000 D&O \$2,000,000 aggregate 4,000,000

Forms, Options, and Endorsements

Special Form Policy Endorsement Policy Endorsement
Terrorism Insurance Cov Notice Amendatory Endorsement
Policy Endorsement Policy Endorsement - Condo/Assn Developer/Sponsor **Forms, Options, and Endorsements**
Earthquake/Volcanic Eruption Debris Removal Endorsement
Glass Deductible - Section 1 Additional Insured
Dir & Officers Dir & Officers OPTION DO
Emp Dishonesty \$50,000

Alternate Dispute Resolution The law requires that before a common interest development or an individual homeowner files a lawsuit against the other, solely for declaratory 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 in-

formation needed.

Visions of the future Interest rates and the prices of homes are in the doldrums . 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 Do I have well groomed plants, trees, flowers, and a neatly manicured lawn? Are there any oil or rust stains in my driveway that need to be removed? Is my Trash Barrel in an out-of-sight location?

Improvements you might want to consider:

1. Re-painting with the new lighter colors.
2. New metal roll-up garage doors.
3. New energy efficient double pane windows.
4. Steam clean and/or repair your driveway.

Paint up, fix up! If you are planning on painting or staining the outside of your home, please call the office for the official VRC 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 Re-painting agreement between attached units to the Architectural Committee for approval before you proceed with your re-painting project.

New approved improvements Garage doors metal type -window lights (Designer Ranch or Designer full view only) Color, configuration of door and lights must be submitted. Inserts of any kind are NOT allowed on garage doors.

If you find a problem in our common areas...

Please, let the manager know if you see something that is in need of repair or is a hazard **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.**

Recreational vehicles and related equipment

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 7 pm 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.

OFFICE Manager, Sandy Moss, Phone 297-2997

Address : P.O. Box 800997 Santa Clarita, CA. 91380

FAX 297-0027**E-Mail** Fyre0027@Yahoo.com

We have an answering machine for after hours calls.

You can obtain a copy of the minutes of meetings by subscription request by notifying the office.

Board of Directors meeting will take place on June 23rd in the clubhouse 7:00 p.m.