 <div>lido isle community association <small>701 VIA LIDO SOUND, LIDO ISLE • NEWPORT BEACH, CA 92663</small></div>	BOARD APPROVED POLICY/PROCEDURE DIRECTIVE	DIRECTIVE NO. 3 APPROVED: TBD SUPERSEDES: AUGUST 8, 2018
DIRECTIVE 3: CLUBHOUSE USE POLICY		

The intention of this Lido Isle Community Association ("LICA") Directive No. 3 is to make LICA’s clubhouse (the “Clubhouse”) readily available on an equitably shared basis for Qualified Users on a limited walk-in basis, and for temporary exclusive use of one or more of its rooms both by the organizations and groups referred to collectively below as “Approved Organizations” and by individuals referred to collectively below as “Eligible Hosts.”

Approved Organizations should and will have scheduled use of the Clubhouse with no reservation charge. For the convenience and benefit of Eligible Hosts who desire to have scheduled use of the Clubhouse for a personal function, a non-refundable fee and a refundable deposit will be charged.

This Directive describes the rules and limits for walk-in use during open periods, the process for registration and coordination of dates for reserved exclusive use, and all restrictions on the types of such uses, consistent with zoning as a community clubhouse and subject to Civil Code §4515. The responsibility for carrying out this Directive has been delegated to the Association Manager, who is responsible to the LICA Board of Directors (the “LICA Board”). All questions and concerns regarding this Directive No. 3 shall be directed to the Association Manager.

1. QUALIFIED CLUBHOUSE USERS.

The Clubhouse is available for use only by the Approved Organizations or by the Eligible Hosts/Users, as further defined below. Certain uses are prohibited. (See Section 2.0 below.)

1. 1 APPROVED ORGANIZATIONS.

- 1.1.1 “**Qualified Organizations**” approved by the LICA Board are Lido Isle Community Association "LICA", Lido Isle Men's Club "LIMC", Lido Isle Tennis Club "LITC", Lido Isle Women's Club "LIWC" and Lido Isle Yacht Club "LIYC".
- 1.1.2 “**Sponsored Groups**” are all designated groups for which any of the Qualified Organizations (LIMC, LITC, LIWC or LIYC) decides to serve as the sponsoring Qualified Organization because in each case the Sponsored Group is appropriate to the goals and objectives of the sponsoring Qualified Organization and serves a function that is typically or historically associated with the sponsoring Qualified Organization. Whenever any of the Qualifying Organizations proposes to add another Sponsored Group, it shall first submit a written request to, and obtain the approval of, the LICA Board. Also, on no less than an annual basis, each Qualifying Organization shall submit a written request to, and obtain the approval of the LICA Board for continued approval of its list of Sponsored Groups. Sponsored Groups shall always be considered a sub-group subject to the rules and supervision of the sponsoring Qualified Organization which shall be responsible for ensuring that each of its Sponsored Groups adheres to all applicable requirements of this Directive No. 3, including proper care and use of the Clubhouse during any event and designated cleanup rules thereafter.

1.1.3 **“Interest Groups”** are any other non-profit organizations or group of persons approved by the LICA Board as a Lido Interest Group. Each Interest Group must meet the following criteria to be considered by the LICA Board for use of the Clubhouse on a non-fee basis: 1) The Interest Group members must be primarily LICA members or their tenants with a current annual lease (collectively, “LICA Resident”); 2) Membership must be open to all LICA Residents; 3) Membership must be advertised to all LICA Residents; 4) The purpose of the Interest Group must be not for profit to any individual, organization or company; 5) Use of the Clubhouse by the Interest Group is subject to approval by the LICA Board initially and on an annual basis thereafter; 6) A waiver signed by all Interest Group members may be required; 7) The Interest Group must establish a chair or contact person who must be a LICA member.

1.1.4 Qualified Organizations, Sponsored Groups and Interest Groups (collectively, **“Approved Groups”**) are permitted use of the Clubhouse without paying a fee. No later than September 15, all Qualified Organizations and Interest Groups shall submit calendar date requests to the LICA office for incorporation into the LICA master calendar for the upcoming year or organization period. Events scheduled for Qualified Organizations shall receive priority for date selection over those of Sponsored Groups or Interest Groups. Qualified Organizations shall first review and then submit all calendar requests for any Sponsored Group. Sponsored Groups and Interest Groups may not sponsor other groups or events. Conflicting dates will be resolved by the involved organizations, LICA Board Clubhouse Liaison (“Clubhouse Director”) and/or the Association Manager. Requests for private use for the following calendar year can be made after September 15. Qualified Organizations and Interest Groups may reserve additional dates after September 15 provided the Clubhouse is available and written approval is obtained from the LICA office. Questions regarding unresolved conflicting events or other unresolved matters will be referred to the LICA Board. If deemed required by LICA’s Insurance policies, Qualified Organizations and Interest Groups must provide a certificate of liability insurance to the LICA office listing the Lido Isle Community Association as an additional insured, specifically stating the function and the date of the event(s), or one person from such group must provide a homeowners policy, naming LICA as an additional insured, to provide coverage for the event or series of events.

1.2 ELIGIBLE HOSTS/USERS.

“Eligible Hosts/Users” must be a LICA Resident provided that any LICA Member or tenant whose membership privileges have been suspended following written notice and an opportunity for a hearing before the LICA Board because of unpaid LICA fees, assessments, boat storage fees or noncompliance with LICA’s CC&Rs or rules and regulations, is not an Eligible Host until membership privileges have been reinstated. Any LICA Member whose use of LICA amenities has transferred to their tenant is not an Eligible Host. Any Eligible Host may request temporary exclusive use of the Clubhouse for a hosted event by submitting an application to the LICA office. (See, “Lido Isle Community Association (LICA) Application and Permit for Use of Clubhouse,” attached.) The Eligible Host must be present at the event at all times.

2. PURPOSE OF THE FUNCTION.

2.1 Personal functions hosted by any Eligible Host must be of a social nature only, for themselves or for an immediate family member (father, mother, children, grandchildren, brother or sister) of the Eligible Host. No admission charge or donation toward cost is permitted. All expenses must be borne by the Eligible Host of the personal function. Commercial and business usage is prohibited. Eligible Hosts may NOT use the Clubhouse for fundraising events. Eligible Hosts may NOT reserve the Clubhouse for the benefit or on behalf of any organization, group or persons who do not qualify for the use of the Clubhouse.

2.2 Fundraising events sponsored by and for the benefit of a Qualified Organization, Sponsored Group or Interest Group are permitted. No other fundraising events are allowed. Organized groups, such as fraternal, business, trade, professional or commercial, however worthy, DO NOT QUALIFY to use the Clubhouse. Any Eligible Host who permits use of the Clubhouse by a non-approved group may forfeit the deposit or, following notice and an opportunity for a hearing, loss of future Clubhouse privileges as deemed appropriate by the LICA Board. Any decision of the Association Manager and/or Clubhouse Director regarding deposit forfeiture may be appealed in writing to the LICA Board.

2.3 Brand names used by for-profit enterprises, such as Weight Watchers, Herbalife, etc., may not be used as part of any individual or group using the Clubhouse facilities. Use of LICA facilities for commercial television, filming or photography or any other commercial venture is strictly forbidden.

3. CALENDAR SCHEDULING OF THE FUNCTION.

3.1 Scheduling Clubhouse events is at the discretion of the Board upon conditions they deem appropriate. However, the responsibility for carrying out this Directive has been delegated to the Association Manager, who is responsible to the LICA Board of Directors (the “LICA Board”).

3.2 Each Eligible Host interested in reserving the Clubhouse shall download, review and complete a Clubhouse Master Calendar Request Form from the LICA website (<http://www.lidoisle.org>) prior to making an appointment with LICA staff to review their Clubhouse reservation request. The deposit amount must be paid in full before a reservation date will be confirmed.

3.3 Each Qualified Organization and each Interest Group shall designate a single Clubhouse Liaison to coordinate and manage requests for use of the Clubhouse. Each Clubhouse Liaison shall complete the Clubhouse Master Calendar Request Form prior to submitting request(s) to LICA staff. Each Qualified Organization shall coordinate any requests for any corresponding Sponsored Groups.

3.4 No less than two (2) times each year, as designated by the Clubhouse Director, the Clubhouse Director, LICA staff and at least one (1) member of each Qualified Organization shall conduct a review of the LICA Clubhouse master calendar for the upcoming year or remaining year, as needed. Any conflicts shall be resolved by the collective group or may be brought up to the LICA Board for resolution, as needed.

3.5 Any date reserved by an Approved Group without a defined event specified may be subject to rescheduling if a paid reservation request is received from an Eligible Host for such date.

THE FOLLOWING SECTION REGARDING WALK-IN USE SHALL UNDERGO A 3 MONTH TRIAL PERIOD FROM May 15, 2023, THROUGH July 15, 2023, TO TEST ITS VIABILITY AS A PERMITTED USE PRIOR TO FINAL LICA BOARD APPROVAL.

4. WALK-IN USE.

4.1 When not officially reserved by an Approved Group or Eligible Host, the clubhouse will be available for walk-in use as a lounge area by Eligible Users. LICA approved reservations shall have priority over walk-in use.

4.1.1 Walk-in use by Eligible Users are welcome from 8:00 am to 5:00 pm, Monday through Saturday when staffed by LICA Management, during open calendar/non-reserved times.

4.1.2 No reservation or fee is required for walk-in use.

4.1.3 Check Clubhouse Master Calendar for walk-in availability.

4.1.4 Each Eligible User household may bring up to ten (10) people to use the clubhouse during walk-in hours. No exclusive parties are permitted during this period without a LICA approved reservation.

4.1.5 Unauthorized activities or abuse of facilities will result in a hearing with a possible fine and/or suspension of LICA facility privileges.

4.1.6 All applicable Clubhouse Rules for Use shall apply to walk-ins.

4.1.7 Use of kitchen facilities is not permitted by walk-in users.

4.1.8 Walk-in users must sign in and out at front office with LICA Management staff.

5. FEES FOR USE BY ELIGIBLE HOSTS.

5.1 See attached **Fee Schedule** for rental fee and deposit amounts. LICA Board of Directors has authority to change fees and deposit amounts. New rates become effective immediately upon adoption by the Board, and events occurring thereafter are subject to the new rates.

5.2 The Security Deposit and Rental Fee are due at the time of application to reserve the Clubhouse Bay Room and/or Garden Room. Checks must be from the Eligible Host. Business checks are not acceptable.

5.3 LICA may retain the deposit for reservation cancelled within two (2) weeks of the event.

5.4 Additional cleaning service charges and the cost of damage repairs will be deducted from the deposit.

5.5 Rental fees will be waived for memorial services for a family member held by current LICA member. A \$250.00 deposit is required, which will be refunded, minus any cleaning or other charges.

5.7 If a LICA member, guest or a catering staff member violates any Clubhouse rule, the security deposit may be forfeited, at the discretion of LICA. Forfeiture decisions may be appealed in writing to the Board of Directors.

6. INSURANCE.

6.1 Eligible Hosts must provide a copy of their homeowner's/renter's insurance declaration page.

6.2 Qualified Organizations must provide a copy of their certificate of liability insurance when they submit the Clubhouse Master Calendar Request.

6.3 No later than thirty (30) days prior to the date of the scheduled event, the Eligible Host or Qualified Organization MUST provide to the LICA office the name and license number of vendors who will be performing services during the entire event, along with a minimum \$1,000,000 liability insurance certificate from each vendor, listing the Lido Isle Community Association as an additional insured and specifically stating the function and the date of the event. Delivery services need only provide their business license. Firms with employees must also provide a copy of their Workers' Compensation insurance certificate. If

the member or club fails to provide this documentation, LICA may, at its discretion, cancel the event. Eligible Hosts may purchase a one-day event policy.

7. MUSIC/ENTERTAINMENT.

7.1 Music must be kept to a level that does not disturb the neighbors. After 10:00 p.m., all amplified sound must be confined to the interior of the Clubhouse and all windows and doors must be closed. No music is permitted after 11:00 pm. The security deposit will be forfeited for any party causing stress to the neighbors resulting in complaints to the LICA office or visits from the Police Department.

8. SMOKING, ALCOHOLIC BEVERAGES.

8.1 Smoking is not permitted within the Clubhouse or on any LICA Property, including the Patio, docks, beaches and grass areas, per LICA Directive #35 (and City of Newport Beach Code 10.04.010).

8.2 Alcoholic beverages may not be served to minors or intoxicated persons at the Clubhouse or on LICA property. Under California law, a host of any social event or business function where alcoholic beverages are served to minors may be personally liable for any property damage, personal injuries, or loss of life resulting in whole or in part from allowing a minor to be served alcohol. Such liability may include harm to the intoxicated individual himself or to any others caused by that intoxicated individual.

9. PARKING.

9.1 For personal functions with 100 or more guests, valet parking service must be provided. The Eligible Host shall instruct guests to not park in front of nor block any garage of surrounding neighbors' property. At the discretion of the Association Manager and/or Clubhouse Director, valet parking may be required for certain events with less than 100 guests.

10. SECURITY.

10.1 For private resident functions, the resident must employ an officer from the current LICA security company to be continually present at functions where the guests are primarily under the age of 21 and at all weddings. At the discretion of the Association Manager and/or Clubhouse Director, a security officer may be required for other events. This service will be engaged by LICA at the resident's cost. These fees will be charged separately. ~~which will be deducted from the security deposit.~~

11. FACILITY INFORMATION.

11.1 The Clubhouse interior includes the **Bay Room** and **Garden Room** which may be rented together or separately Monday through Thursday. If these two rooms are not rented together Monday through Thursday, Eligible Host specifically acknowledges that another event may be scheduled to exclusively use the other room at the same time.

11.2 The **Garden Room** may not be rented separately Friday through Sunday. The Permit for Use of the Garden Room is limited to the use of that interior portion of the Clubhouse, including the bar area. It does not include the Bay Room, kitchen, Side or Front Patio areas.

11.3 The **Bay Room** may be rented with or without the **Garden Room** Monday through Sunday. Use of the kitchen and the Front Patio area located directly in front of the Nano doors as noted in attached graphic are **included** with Bay Room rental.

11.4 The **Side Patio** area as noted in attached graphic is not included when renting the Bay Room but may be reserved **on a limited basis** for an additional fee when also renting the Bay Room (per LICA Directive #26). If the **Side Patio** is not reserved as part of an event, Eligible Host specifically acknowledges that another event or open use of the **Side Patio** may occur at the same time.

11.5 The LICA Board Room is off-limits to this Clubhouse Use Permit. This rule may be waived by a request made in writing to the LICA Manager or Clubhouse Director prior to the event.

11.6 Pictures and wall hangings in the Clubhouse, including the LIYC Ship's Wheel may not be removed without prior written permission from the LICA Administrator.

11.7 The lawns, beach and dock areas are **not** included in rental of the Clubhouse without written permission from LICA.

11.7.1 No permission shall be given to use the LICA Clubhouse Beach for exclusive private events, including **Beach weddings**, during the following Blackout Periods: New Year's Day; Easter Weekend; Memorial Day Weekend (including Friday, Saturday, Sunday, Monday); July 1 through August 31; Labor Day Weekend (including Friday, Saturday, Sunday, Monday); Thanksgiving Day; Christmas Day; During the Boat Parade.

11.7.2 During non-Blackout Periods, a maximum of ONE exclusive event, including weddings, per calendar month may be permitted by LICA.

11.7.3 The Beach area may only be rented **in conjunction with** renting the Clubhouse Bay Room.

11.7.4 Additional Rental Fees shall be paid per approved Fee Schedule.

11.7.5 The Beach Area event shall not start before 4:00 pm, including set-up.

11.7.6 Use of Beach Area shall be limited to a maximum of 4 hours including set-up and break-down.

11.7.7 Approved Beach Area events shall be limited to specified area. See attached Beach Rental graphic.

11.7.8 Eligible Host acknowledges that the beach area outside the specified reserved area is to remain open for use by residents and their guests. Permitted beach events/weddings DO NOT have exclusive use of the entire beach.

11.7.9 No confetti or rice permitted.

11.7.10 All equipment, chairs, arbors, etc. must be cleared from the beach after ceremony is concluded.

11.7.11 No pets, leashed or unleashed, or animals of any kind (service dogs excluded) are permitted on the Clubhouse Beach.

12. KEYS, WI-FI and Audio-Visual Equipment

12.1 The Clubhouse access key card, micro-phone and iPad AV controller may be picked up from the LICA office the day before the event, or on Friday for weekend events. The guest Wi-Fi code may also be requested by the Eligible Host on the day before the event. Returning keys, micro-phone and iPad AV controller is the responsibility of the Applicant. Keys, micro-phone and iPad AV controller must be returned by 10:00 am the morning following the event or by 10:00 am on Monday for events held on the weekend. If keys, micro-phone or iPad AV controller are not returned, the security deposit will not be refunded.

13. SET-UP.

13.1 Set-up is the sole responsibility of the approved group or Eligible Host. The LICA Staff does not assist with the physical set-up or party details, unless otherwise requested from LICA staff in writing prior to the event (fees may apply).

13.2 Approved Groups and Eligible Hosts must provide their own supplies, decorations, linens, dishes, utensils, food, drink and other party necessities and are NOT to use items on the premises belonging to other groups. Rental equipment may not be delivered after midnight or before 8:00 A.M.

13.3 Tables may not be set up or torn down directly on the dance floor. All tables and chairs set up on the dance floor must have rubber protectors on the legs.

The fireplaces in the Bay Room and Garden Room are a gas log type. Lighting instructions can be obtained from the LICA office.

13.4 Clubhouse furniture may not be removed from the Clubhouse for any reason.

Nails or any other objects are not to be driven into any surface in the Clubhouse. No tape is to be used on the windows, mirrors or walls.

13.5 No candles, torches or other open flame objects are permitted in the Clubhouse.

13.6 No paintings or other decorations are to be hung on the walls.

13.7 No glitter or hay/straw is permitted in the Clubhouse.

14. TEAR-DOWN AND CLEANUP.

14.1 Tear-down is the sole responsibility of the approved group or Eligible host. The LICA Staff does not assist with the physical tear-down or cleanup unless otherwise requested from LICA Staff in writing prior to the event. (Fees may apply).

14.2 Rental equipment may not be picked up after midnight or before 8:00 AM. All equipment and other event items must be removed from the Clubhouse by 10:00 AM of the morning following the event, including Saturdays and Sundays.

14.3 Clubhouse cleaning requirements for private events include:

14.3.1 All Trash must be disposed of, including outside cement trash cans (if event guests used patio areas). Trash cans and bags are provided by LICA. All garbage bags must be placed in the dumpster, and the Clubhouse must be left in a reasonably clean condition. If the dumpster is full, trash bags should be tied and neatly placed in front of the railing in front of the dumpster.

14.3.2 Debris must be swept from carpet and floor areas, including Lobby, Garden Room, Bay Room, Kitchen, Bar and Patio.

14.3.3 Kitchenware must be cleaned and put away, debris removed from sinks in kitchen and bar area (ice in bar cooler is ok). Please do not put large amounts of food in kitchen disposal, but instead place in trash.

14.3.4 Stored food items must be removed from refrigerator and freezer.

14.3.5 All furniture must be put back in its proper location or properly stored. If Clubhouse chairs were used, they must be put back in chair room properly (see diagram inside chair room door). Chairs must be stacked straight on racks as improper stacking may cause injury if done improperly. Please lift, not slide, couches or use “slider discs” if needed to move. Discs are located in cabinet under TV on right.

14.3.6 A mop & bucket, broom & dust-pan, trash cans & bags, extra bathroom and dishwashing supplies are provided. Any spills on the dance floor should be cleaned up only by using a damp cloth with water. No other cleaning products or process may be used.

14.3.7 Normal cleaning will be done by the professional cleaning contractor hired by LICA. Any additional cleaning costs charged by the cleaning contractor will be deducted from the security deposit or charged to the applicable Approved Group.

14.3.8 The Eligible Host or Approved Group will be charged for any damage caused by improper use of the facilities and equipment.

14.3.9 FAILURE TO OBSERVE THESE RULES WHICH CAUSES DISRUPTION OF OPERATIONS THEREAFTER FOLLOWING DAY WILL RESULT IN CHARGING AN EXTRA RENT, WHICH WILL BE DEDUCTED FROM THE SECURITY DEPOSIT OR CHARGED TO THE APPLICABLE APPROVED GROUP.

15. CLOSING TIME.

15.1 ALL EXTERNAL DOORS AND WINDOWS MUST BE CLOSED BY 10:00 PM. All parties must conclude by 11:00 P.M., Sunday through Thursday, and by Midnight on Friday and Saturday.

16. LIGHTS, THERMOSTATS.

16.1 All interior lights must be turned off at the conclusion of the event. The lights in the vestibule near the bar are on permanently. Thermostats in the Garden Room and Bay Room should be turned off.

17. LOCK-UP.

17.1 The Eligible Host or Approved Group hosting the event must oversee the lock-up procedure. All windows and perimeter doors must be shut and locked. Perimeter doors include one back door, one snack bar door, two Bay Room double doors, one Boardroom door and the front double doors. The kitchen windows and lower Bay Room windows must be shut and locked.

17.2 The kitchen stove/oven and fireplaces must be turned off. If theft or vandalism results from unlocked doors, the deposit will be retained, and additional expenses will be the responsibility of the Eligible Host or Approved Group.

18. REVOCATION OF CLUBHOUSE USE PRIVILEGES.

FAILURE TO OBSERVE THESE RULES MAY RESULT IN AN ELIGIBLE HOST OR APPROVED GROUP RESPONSIBLE FOR AN EVENT TO BE CALLED INTO A HEARING OF THE LICA BOARD, WHICH COULD RESULT IN LOSS OF DEPOSIT AND/OR CLUBHOUSE USE PRIVILEGES BEING REVOKED FOR A SPECIFIED PERIOD OF TIME.

LIDO ISLE COMMUNITY ASSOCIATION (LICA) APPLICATION AND PERMIT FOR USE OF CLUBHOUSE

DATES: Event Date: _____ Today's Date: _____	FEES: (for Office Use only) Deposit: \$ _____ Bay Room Fee: _____ Garden Room Fee: _____ Beach Area Fee: _____	DATE PAID: _____
TIMES: Setup From: _____ Event Start: _____ Event End: _____	REFUND: (for Office Use only) Deposit Amount: \$ _____ Less: _____ Cleaning/Damage: _____ Security Officer _____ Total Refund: _____	DATE REFUNDED: _____

CLUBHOU

SE USE REQUESTED BY:

Name: _____
(Must be Lido Resident)

Lido Address: _____ # of Guests: _____

Email Address: _____

Home Phone: _____ Cell Phone: _____

Purpose of Function: _____

Do you want a dance floor? ☐ No ☐ Yes – Size _____ (in 3 foot increments) (21'x21' Max)

Also reserving Side Patio*? ☐ No ☐ Yes – Initial _____ *If No, then Eligible Host specifically acknowledges that another event may be scheduled to exclusively use the Side Patio at the same time. (See Directive #26 for Side Patio Use Rules).

Applicant's Insurance Company: _____
(Certificate required)

Agent's name/phone #: _____

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

THE UNDERSIGNED AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE LIDO ISLE COMMUNITY ASSOCIATION, ITS BOARD OF DIRECTORS, AGENTS AND EMPLOYEES, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ALL COSTS, LOSSES, CLAIMS, ACTIONS, AND JUDGMENTS ARISING FROM PERSONAL INJURIES, PROPERTY DAMAGE OR OTHERWISE, REGARDLESS OF CAUSE, THAT MAY ARISE OR RESULT IN ANY WAY FROM, OR BE ALLEGED TO BE CAUSED BY, THE UNDERSIGNED'S USE OR OCCUPANCY OF LICA FACILITIES, FURNITURE OR EQUIPMENT. THE UNDERSIGNED FURTHER AGREES TO PROVIDE A CERTIFICATE OF INSURANCE FOR LIABILITY COVERAGES, AN ADDITIONAL INSURED ENDORSEMENT (IF REQUESTED) SATISFACTORY TO LICA.

I hereby certify that I have received and read the **CLUBHOUSE USE DIRECTIVE NO. 3**, which is incorporated herein, and I agree to comply fully with the provisions and will conform to all applicable provisions of the Constitution and laws of the State of California, the County of Orange, and the City of Newport Beach, and to all other rules and regulations of LICA and its authorized agents which may be communicated to me. I agree to be responsible for all cleaning costs that exceed the standard cleaning company billing. I hereby certify that I will be personally responsible for any damages sustained to the facility, furniture or equipment occurring through the occupancy or use of said facility, furniture or equipment by me, normal wear and tear excepted. I also agree that I am personally responsible for seeing that the Clubhouse facilities are secure before leaving the premises.

Applicant: _____ Date: _____
(Signature)

Approved By: _____ Date: _____

CLUBHOUSE USE INSURANCE REQUIREMENTS

The applicant must attach a copy of their homeowner’s/renter’s insurance declaration page to this form.

Also, no later than thirty (30) days prior to the date of the scheduled event, the applicant must provide to the LICA office the name and license number of all vendors who will be performing services during the entire event, along with a certificate of liability insurance, with a minimum of \$1,000,000 coverage, listing the Lido Isle Community Association as an additional insured, specifically stating the function and the date of the event. Firms with employees also must provide a copy of their Workers’ Compensation insurance certificate listing LICA as additional insured. If the member fails to provide this documentation, LICA may, in its discretion, cancel the event or the deposit may be forfeited.

Fill in the information below:

Caterer:	_____	License #:	_____
Insurance Co.:	_____	Policy #:	_____
Agent’s name:	_____	Phone:	_____
Valet:	_____	License #:	_____
Insurance Co.:	_____	Policy #:	_____
Agent’s name:	_____	Phone:	_____
Equipment Rental:	_____	License #:	_____
Insurance Co.:	_____	Policy #:	_____
Agent’s name:	_____	Phone:	_____
Event Planner:	_____	License #:	_____
Insurance Co.:	_____	Policy #:	_____
Agent’s name:	_____	Phone:	_____
Other:	_____	License #:	_____
Insurance Co.:	_____	Policy #:	_____
Agent’s name:	_____	Phone:	_____

LICA CLUBHOUSE MASTER CALENDAR REQUEST

No later than September 15, please submit your requests for Clubhouse use (Specify Bay Room, Garden Room, Both Rooms, Kitchen) for the upcoming year or organization period, which will be incorporated into the LICA Clubhouse master calendar. CONFLICTING DATES WILL BE RESOLVED BY THE INVOLVED CLUBS, CLUBHOUSE DIRECTOR AND/OR THE ASSOCIATION MANAGER.

CLUB NAME: _____
INSURANCE COMPANY: _____ (certificate required)
AGENT'S NAME/PHONE #: _____
DAY(S) & DATE(S) REQUIRED: _____

Please advise the LICA office of any cancellations and changes during the year.

EVENT START TIME: _____ EVENT END TIME: _____
SET-UP/DECORATION TIME AND DATE: _____

Please provide a room schematic for the table set-up before the event.

AUDIO/VISUAL EQUIPMENT REQUESTED: _____

FACILITIES REQUESTED: ☐ Bay Room ☐ Garden Room ☐ Board Room ☐ Patio/BBQ
☐ San Remo Park ☐ Beach ☐ Bocce Ball Grass Area

CONTACT PERSON: _____ Phone #: _____

EVENT TITLE AND PURPOSE OF FUNCTION: _____

Will you need CLUBHOUSE DOCKS RESERVED for this event? YES ☐ NO (Select one)

Time of RESERVED DOCKS: _____

CATERER: _____

OTHER VENDORS: _____

Caterer and other vendors must provide a certificate of liability insurance naming LICA as an additional insured, with a minimum of \$1,000,000 coverage, and a copy of their Workers' Compensation insurance certificate, if they have employees.

HOLD HARMLESS & INDEMNIFICATION AGREEMENT
THE UNDERSIGNED WARRANTS AND REPRESENTS THAT HE/SHE IS AN AUTHORIZED AGENT OF THE ORGANIZATION SUMMITTING THIS REQUEST. ON BEHALF OF THAT ORGANIZATION, THE UNDERSIGNED AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE LIDO ISLE COMMUNITY ASSOCIATION, ITS BOARD OF DIRECTORS, AGENTS AND EMPLOYEES, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ALL COSTS, LOSSES, CLAIMS, ACTIONS, AND JUDGMENTS ARISING FROM PERSONAL INJURIES, PROPERTY DAMAGE OR OTHERWISE, REGARDLESS OF CAUSE, THAT MAY ARISE OR RESULT IN ANY WAY FROM, OR BE ALLEGED TO BE CAUSED BY, THE UNDERSIGNED'S USE OR OCCUPANCY OF LICA FACILITIES, FURNITURE OR EQUIPMENT. THE UNDERSIGNED FURTHER AGREES TO PROVIDE A CERTIFICATE OF INSURANCE FOR LIABILITY COVERAGES, AN ADDITIONAL INSURED ENDORSEMENT (IF REQUESTED) SATISFACTORY TO LICA.

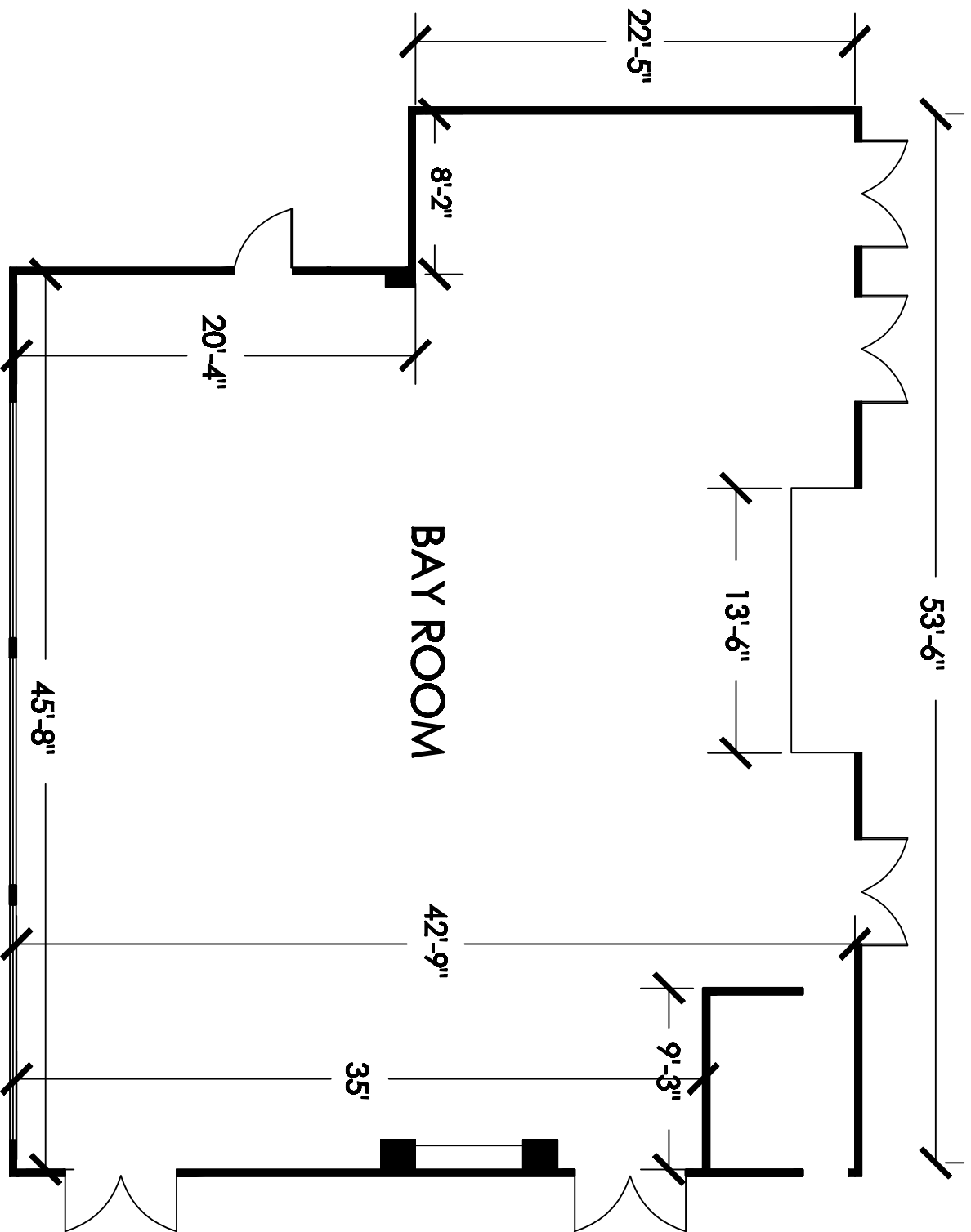
PRINTED NAME: _____
Club President / Commodore / Interest Group Leader

SIGNED: _____ DATE: _____
Club President / Commodore / Interest Group Leader

APPROVED: _____
LICA Office - Name/Title

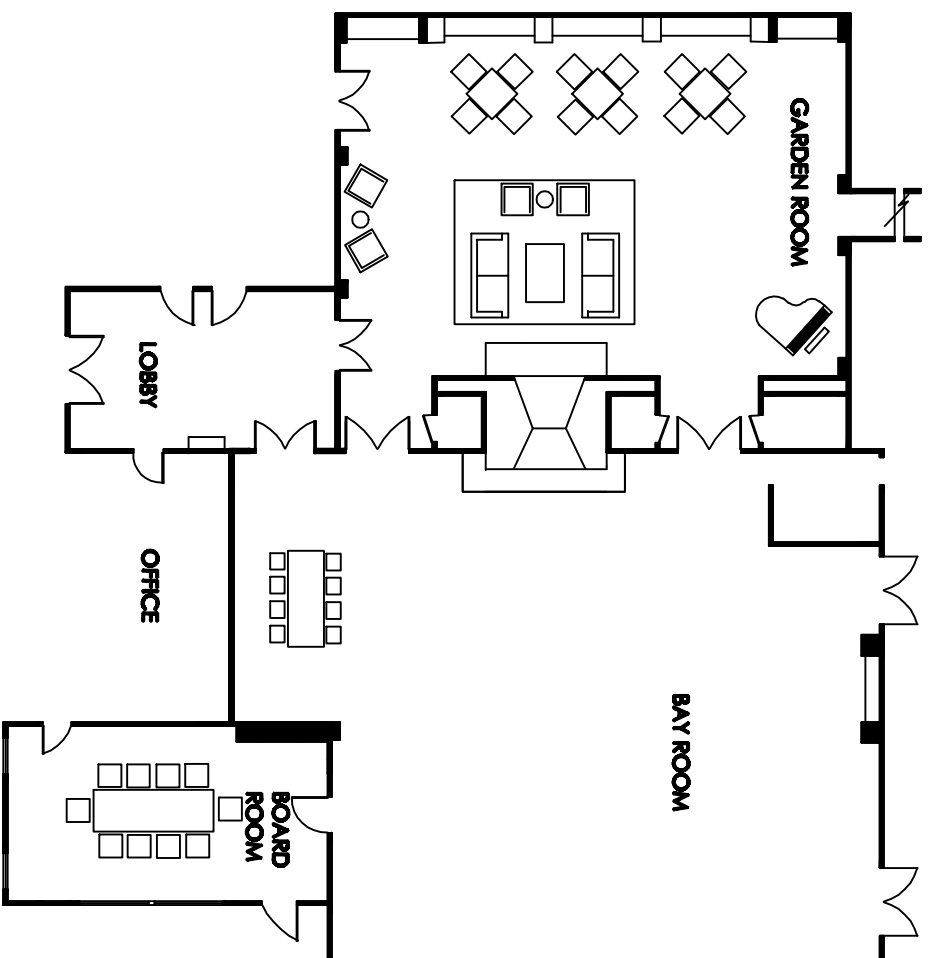
All rules and regulations specified in the LICA Clubhouse Use Agreement Directive #3 apply.

ROOMS AND SECURITY GUARDS	NON-REFUNDABLE RENTAL FEES (CHECK ALL APPLICABLE)	REFUNDABLE DEPOSITS
Bay Room (134 people max) Includes kitchen and front patio area as defined in Patio Graphic. Does not include Side Patio. Note: May be rented alone or with Garden Room for additional	<input type="checkbox"/> < 100 People - \$1,000.00 <input type="checkbox"/> > 100 People - \$1,200.00	\$750.00
Garden Room (92 People Max) Includes front bar area in Garden Room. Does not include Kitchen, Side Patio or Front Patio. Note: May be rented without Bay Room Monday through Thursday only.	<input type="checkbox"/> < 25 People - \$100.00 <input type="checkbox"/> > 25 People - \$250.00	\$500.00
Bay Room + Garden Room	<input type="checkbox"/> Add Fees	Add Deposit
Side Patio (25 People Max) Note: Available for limited exclusive rental outside of blackout dates per Directive 26.	<input type="checkbox"/> \$500.00 (keep at \$500? YES)	\$500.00
Equipment Rental	<input type="checkbox"/> Wireless Microphone - \$0 <input type="checkbox"/> Wire Microphone - \$0 <input type="checkbox"/> Ipad - \$0 <input type="checkbox"/> Dance Floor - \$0	\$1,500.00
Security Guards	<input type="checkbox"/> > 75 People - \$40.00 /\$50 per hour	N/A
Beach/Sand Area Limited rental of a portion of the sandy beach for wedding or other exclusive use is permissible if also renting the Bay Room. LICA Board approval required.	\$1,000	\$500.00
Total		



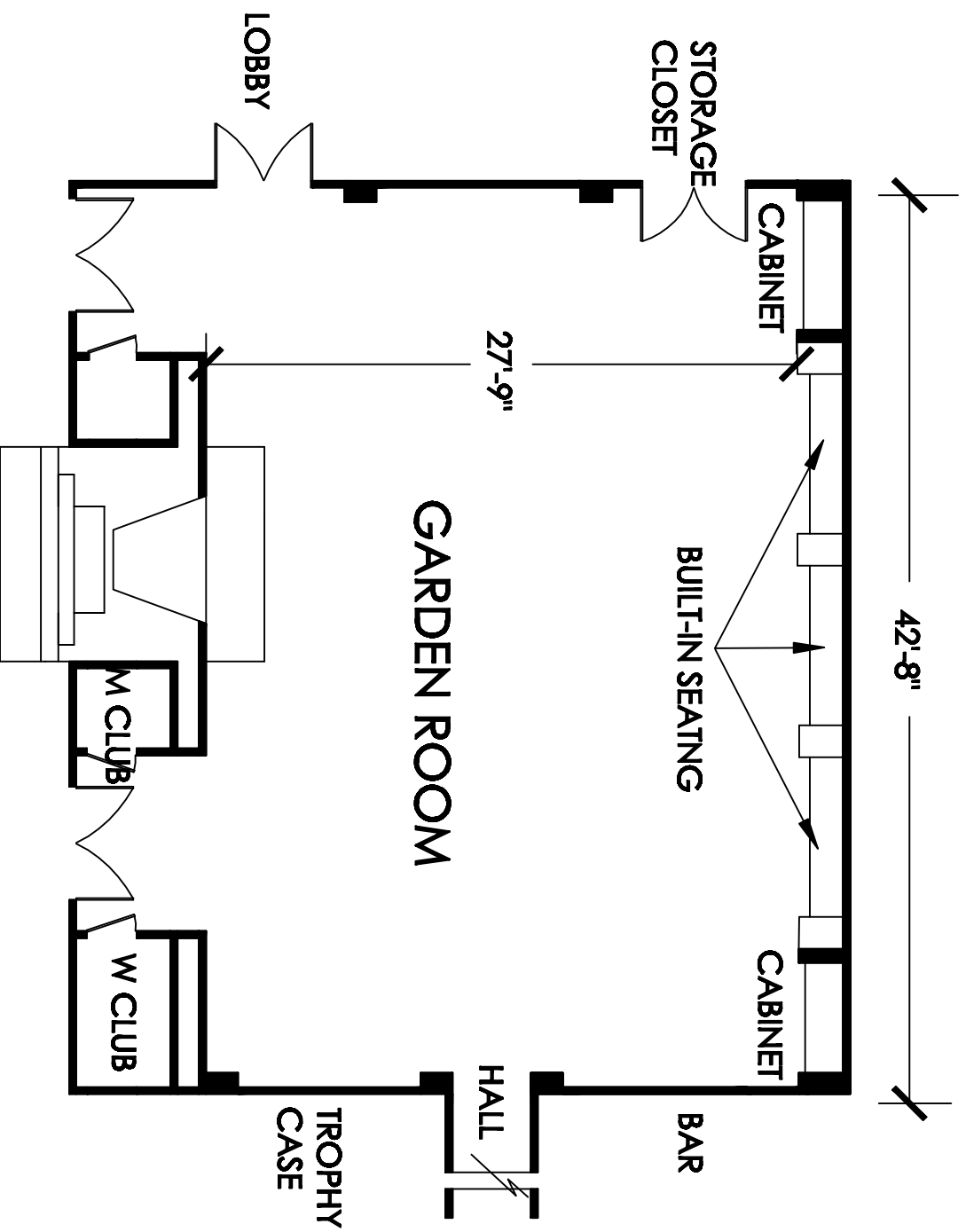
LIDO ISLE CLUB HOUSE BAY ROOM

SCALE: $\frac{1}{8}" = 1'-0"$



LIDO ISLE CLUB HOUSE FLOOR PLAN

SCALE: 1/16" = 1'-0"



LIDO ISLE CLUB HOUSE GARDEN ROOM

SCALE: $\frac{1}{8}$ " = 1'-0"



**lido isle
community
association**

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**BOARD APPROVED
POLICY / PROCEDURE
DIRECTIVE**

DIRECTIVE: No. 7

Board Approved: June 9, 2021

ADOPTED: July 14, 2021

SUPERSEDES: June 10, 2009

POLICY: GENOA PLAYGROUND, CLUBHOUSE BEACH/PATIO/PIER/DOCKS & STREET END PARKS

This Directive has been created for the preservation of the common area assets which all are private property. The intention is to create a safe and enjoyable atmosphere for all residents.

RULES THAT APPLY TO ALL COMMON AREAS BELOW:

- A. Parents/Caregivers are solely responsible for the conduct and safety of their children and/or guests while using the common areas listed below.
- B. The following are prohibited:
 - Glass containers
 - Amplified music
 - Outside vendors without COI and approval
 - School or large group events without approval
- C. **Dogs must be on a leash at all times.** Please pick up after your dog and dispose in trash receptacles.

GENOA PLAYGROUND AREA:

- A. It is important to observe the posted signage for use of playground equipment and rules to ensure safety and enjoyment of playground.
- B. Please report any defective equipment or other conditions which may result in accidents/injuries or other concerns.

CLUBHOUSE BEACH, PATIO, GRASS AREAS, PIER/DOCKS

- A. The following are prohibited:
 - Dogs (on leash, off leash or tethered) on the Clubhouse Beach or Clubhouse Grass Areas. Registered service animals are exempt.
 - Bounce Houses (Bounce houses are only permitted at San Remo Park per Directive 25.)
 - Climbing, walking along or jumping from the inside or outside of glass patio deck railing
 - Jumping or diving from docks
 - Bicycles, skateboards, skates, roller blades, scooters or wheeled toys of any kind
 - When crowded, throwing frisbees or balls.
 - Swimming outside swim lines, under floats, under swim buoys and around docks
 - Throwing sand or water balloons
 - Walking around outside or climbing on swim platform fence
 - Boogie Boards on swim float slide
 - Large inflatable toys, floating water mats and kayaks between the swim lines and docks
 - Storage overnight of beach gear, paddleboards, kayaks etc.
- B. It is recommended minors under 14 years old be accompanied by an adult.
- C. Paddleboards and kayaks may be launched at the east side of the beach.

STREET END PARKS: (Antibes, Koron, Orvieto, San Remo, Waziers and Zurich)

These parks are private parks leased from the City of Newport Beach and maintained by LICA. There is public access to the water via the walkway.

- A. The following are prohibited:
 - Alcoholic beverages (City of Newport Beach Code 10.04.010)
 - Groups of 10 or more without Board approval
 - Unleashed, tethered or unattended pets

EXCEPTIONS: Residents may request from the Board of Directors to authorize an exception due to

special circumstances. Such requests must be made in writing and submitted to the Board through the management office.

CONSEQUENCES: If a resident is not in compliance with Directive 7, potential loss of privileges could occur and/or fines may be imposed following notice and an opportunity for a hearing before the Board of Directors.

WATER

WATER

palapa
2

Palapa
1

Approx.
40'

Approx.
30'

WILL FIT AN
ESTIMATED
100 CHAIRS

BAR
SHOWER

BBO's

11 12 13 14 15



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**BOARD APPROVED
POLICY/PROCEDURE
DIRECTIVE**

DIRECTIVE NO. 26
ADOPTED: TBD
SUPERSEDES: August 8, 2018

DIRECTIVE # 26: RULES FOR USE OF CLUBHOUSE PATIO

The intention of this Lido Isle Community Association ("LICA") Directive No. 26 is to make LICA's Clubhouse **Side Patio** readily available on an equitably shared basis for temporary exclusive use both by Qualified Users, the organizations and groups referred to collectively below as "Approved Organizations," and by individuals referred to collectively below as "Eligible Hosts," and as further defined in Section 2.0 below.

Approved Organizations should and will have scheduled use of the **Side Patio** with no reservation charge. For the convenience and benefit of Eligible Hosts who desire to have scheduled use of the **Side Patio** for a personal function, a non-refundable fee and a refundable deposit will be charged.

This Directive describes the process for registration and coordination of dates of **Side Patio** use and describes all restrictions on the types of such uses, consistent with zoning as a community clubhouse, and subject to Civil Code §4515. The responsibility for carrying out this Directive has been delegated to the Association Manager, who is responsible to the LICA Board of Directors (the "LICA Board"). All questions and concerns regarding this Directive No. 26 shall be directed to the Association Manager.

1. QUALIFIED USERS

The Clubhouse is available for use only by Approved Organizations or Eligible Hosts, as further defined below. Certain uses are prohibited. (See Section 5.0 below.)

1.1 Approved Organizations.

1.1.1 "**Qualified Organizations**" approved by the LICA Board are Lido Isle Community Association "LICA", Lido Isle Men's Club "LIMC", Lido Isle Tennis Club "LITC", Lido Isle Women's Club "LIWC" and Lido Isle Yacht Club "LIYC".

1.1.2 "**Sponsored Groups**" are all designated groups for which any of the Qualified Organizations (LIMC, LITC, LIWC or LIYC) decides to serve as the sponsoring Qualified Organization because in each case the Sponsored Group is appropriate to the goals and objectives of the sponsoring Qualified Organization and serves a function that is typically or historically associated with the sponsoring Qualified Organization. Whenever any of the Qualifying Organizations proposes to add another Sponsored Group, it shall first submit a written request to, and obtain the approval of, the LICA Board. Also, on no less than an annual basis, each Qualifying Organization shall submit a written request to, and obtain the approval of the LICA Board for continued approval of its list of Sponsored Groups. Sponsored Groups shall always be considered a sub-group subject to the rules and supervision of the sponsoring Qualified Organization which shall be responsible for ensuring that each of its Sponsored Groups adheres to all applicable requirements of this Directive No. 3, including proper care and use of the Clubhouse during any event and designated cleanup rules thereafter.

1.1.3 "**Interest Groups**" are any other non-profit organizations or group of persons approved by the LICA Board as a Lido Interest Group. Each Interest Group must meet the

following criteria to be considered by the LICA Board for use of the Clubhouse Patio on a non-fee basis: 1) The Interest Group members must be primarily LICA members or their tenants with a current annual lease (collectively, "LICA Resident"); 2) Membership must be open to all LICA Residents; 3) Membership must be advertised to all LICA Residents; 4) The purpose of the Interest Group must be not for profit to any individual, organization or company; 5) Use of the Clubhouse by the Interest Group is subject to approval by the LICA Board initially and on an annual basis thereafter; 6) A waiver signed by all Interest Group members may be required; 7) The Interest Group must establish a chair or contact person who must be a LICA member.

1.1.4 Qualified Organizations, Sponsored Groups and Interest Groups (collectively, "**Approved Groups**") are permitted use of the Clubhouse Patio without paying a fee. No later than September 15, all Qualified Organizations and Interest Groups shall submit calendar date requests to the LICA office for incorporation into the LICA master calendar for the upcoming year or organization period. Events scheduled for Qualified Organizations shall receive priority for date selection over those of Sponsored Groups or Interest Groups. Qualified Organizations shall first review and then submit all calendar requests for any Sponsored Group. Sponsored Groups and Interest Groups may not sponsor other groups or events. Conflicting dates will be resolved by the involved organizations, LICA Board Clubhouse Liaison ("Clubhouse Director") and/or the Association Manager. Requests for private use for the following calendar year can be made after September 15. Qualified Organizations and Interest Groups may reserve additional dates after September 15 provided the Clubhouse is available and written approval is obtained from the LICA office. Questions regarding unresolved conflicting events or other unresolved matters will be referred to the LICA Board. If deemed required by LICA's Insurance policies, Qualified Organizations and Interest Groups must provide a certificate of liability insurance to the LICA office listing the Lido Isle Community Association as an additional insured, specifically stating the function and the date of the event(s), or one person from such group must provide a homeowners policy, naming LICA as an additional insured, to provide coverage for the event or series of events.

1.2 Eligible Hosts.

1.2.1 "Eligible Hosts" must be a LICA Resident provided that any LICA Member or tenant whose membership privileges have been suspended following written notice and an opportunity for a hearing before the LICA Board because of unpaid LICA fees, assessments, boat storage fees or noncompliance with LICA's CC&Rs or rules and regulations, is not an Eligible Host until membership privileges have been reinstated. Any LICA Member whose use of LICA amenities has transferred to their tenant is not an Eligible Host. Any Eligible Host may request temporary exclusive use of the Clubhouse **Side Patio** for a hosted event by submitting an application to the LICA office. (See, "Lido Isle Community Association (LICA) Application and Permit for Use of Side Patio," attached.) The Eligible Host must be present at the event at all times.

2.FACILITY INFORMATION

2.1 The Lido Isle Community Association ("LICA") Clubhouse Patio ("Patio") shall mean the exterior paved areas extending from western side of the LICA Board Room through the barbecue area to and including the built-in concrete bar, but shall not include the Clubhouse interior, grass or beach areas.

2.2 The "**Patio**" includes two distinct areas, the **Front Patio** and the **Side Patio**.

2.3 See attached **Patio Area Graphic**.

3. NON-RESERVED USE.

3.1 Use of the Patio (Side and Front) is open to residents when not otherwise reserved on the LICA master calendar. Such non-reserved use shall be on a first-come/first-served basis and space shall be shared on a non-exclusive basis. Grills are to be scraped after each use. Users shall comply with all applicable LICA facility rules for use and shall not interfere with the Snack Bar operation or beach usage.

4. RESERVED USE.

4.1 Side Patio. The Side Patio may be reserved by Approved Groups for exclusive use at any time and by Eligible Hosts for exclusive use outside of Blackout Periods. Approved Groups have priority use of the Patio when their request is approved and placed on the LICA master calendar using a "Master Calendar Request" form.

4.2 Front Patio. The Front Patio is included, with no additional fee, when reserving the Clubhouse Bay Room. The Front Patio may NOT be reserved for exclusive use on its own.

4.3 Blackout Periods. Reservations for exclusive use of the Side Patio by Eligible Users shall be limited to Sunday through Thursday during the months of June, July and August and shall commence after 4:00 pm to not interfere with snack bar operations. No reservations will be accepted for New Year's Day, Easter weekend, Memorial Day weekend, July 4th, Labor Day weekend, Thanksgiving, Christmas or during the Newport Beach Boat Parade.

4.4 Hours of Use. All Patio use must be concluded by 11 P.M. Sunday through Thursday, and by midnight on Friday and Saturday.

4.5 Maximum Occupancy. Private events on the Side Patio are limited to a maximum of 25 people.

4.6 Bathrooms. Outdoor bathroom facilities are provided and located on the East side of the building (Bathroom entry code will be given at time of reservation). Clubhouse indoor facilities and bathrooms are not included.

4.7 Exclusions. Exclusive use of the Clubhouse Front Patio, Grass and Beach areas are not included when reserving the Side Patio for private events.

4.8 Patio Furniture. Removing furniture from the Patio MUST be preapproved in writing by LICA Management prior to any event:

4.9 Clean-Up. At the end of the event, place all trash into garbage bags and deposit the bags into the Clubhouse Dumpster. Please do not leave full trash containers on the Patio. If the Dumpster is full, trash bags should be tied and placed in front of the Dumpster on the front side of the railing.

5. PURPOSE OF THE FUNCTION.

5.1 Personal functions hosted by any Eligible Host must be of a social nature only, for themselves or for an immediate family member (father, mother, children, grandchildren, brother or sister) of the Eligible Host. No admission charge or donation toward cost is permitted. All expenses must be borne by the Eligible Host of the personal function. Commercial and business usage is prohibited. Eligible Hosts may NOT use the Side Patio for fundraising events. Eligible Hosts may NOT reserve the Side Patio for the benefit or on behalf of any organization, group or persons who do not qualify for the use of the Side Patio.

5.2 Fundraising events sponsored by and for the benefit of a Qualified Organization, Sponsored Group or Interest Group are permitted. No other fundraising events are allowed. Organized groups, such as fraternal, business, trade, professional or commercial, however worthy, DO NOT QUALIFY to use the Side Patio. Any Eligible Host who permits use of the Side Patio by a non-approved group may forfeit the deposit or, following notice and an opportunity for a hearing, loss of future Side Patio rental privileges as deemed appropriate by the LICA Board. Any decision of the Association Manager and/or Clubhouse Director regarding deposit forfeiture may be appealed in writing to the LICA Board.

5.3 Brand names used by for-profit enterprises, such as Weight Watchers, Herbalife, etc., may not be used as part of any individual or group using the Clubhouse facilities. Use of LICA facilities for commercial television, filming or photography or any other commercial venture is strictly forbidden.

6. CALENDAR SCHEDULING OF THE FUNCTION.

6.1 Scheduling Side Patio events is at the discretion of the Board upon conditions they deem appropriate. However, the responsibility for carrying out this Directive has been delegated to the Association Manager, who is responsible to the LICA Board of Directors (the “LICA Board”).

6.2 Each Eligible Host interested in reserving the Side Patio shall download, review and complete a Side Patio Master Calendar Request Form from the LICA website (<http://www.lidoisle.org>) prior to making an appointment with LICA staff to review their reservation request. The deposit amount must be paid in full before a reservation date will be confirmed.

6.3 Each Approved Group shall designate a single liaison to coordinate and manage requests for use of the Side Patio. Each liaison shall complete the Side Patio Master Calendar Request Form prior to submitting request(s) to LICA staff. Each Qualified Organization shall coordinate any requests for any corresponding Sponsored Groups.

6.4 No less than two (2) times each year, as designated by the Clubhouse Director, LICA staff and at least one (1) member of each Qualified Organization shall conduct a review of the LICA Side Patio master calendar for the upcoming year or remaining year, as needed. Any conflicts shall be resolved by the collective group or may be brought up to the LICA Board for resolution, as needed.

6.5 Any date reserved by an Approved Group without a specified event may be subject to rescheduling if a paid reservation request is received from an Eligible Host for such date.

7. FEES FOR USE BY ELIGIBLE HOSTS.

7.1 See attached **Fee Schedule** for rental fee and deposit amounts. LICA Board of Directors has authority to change fees and deposit amounts. New rates become effective immediately upon adoption by the Board, and events occurring thereafter are subject to the new rates.

7.2 The Security Deposit and Rental Fee are due at the time of application to reserve the Side

Patio. Checks must be from the Eligible Host. Business checks are not acceptable.
Reservations are deemed confirmed upon payment of applicable fees.

7.3 Deposits will be retained if any of the following occurs:

7.3.1 Grills left in a dirty condition, grills left with the gas turned on, dangerous or improper use of the grills.

7.3.2 Trash has not been bagged and placed in large trash dumpster.

7.3.4 Damage to LICA property, including tables, chairs, umbrellas or awnings.

7.3.5 Smoking on LICA property, including the Patio (per LICA Directive 35).

7.3.6 Any noise complaint or event causing stress to the neighbors resulting in complaints to the LICA office or visits from the Police Department.

7.3.7 Violation of any rule of this Directive #26 by any Resident, guest or vendor.

7.4 Resident agrees to pay any additional cleaning fees or damage repair amounts that exceed the deposit amount.

7.5 Forfeiture decisions are at the sole discretion of the Association Manager but may be appealed in writing to the LICA Board. Following notice and an opportunity for a hearing before the LICA Board, Resident may lose the right to reserve the Patio for a period up to one (1) year.

8. INSURANCE.

8.1 Eligible Hosts must provide a copy of their homeowner's/renter's insurance declaration page.

8.2 Qualified Organizations must provide a copy of their certificate of liability insurance when they submit the Side Patio Master Calendar Request.

8.3 No later than thirty (30) days prior to the date of the scheduled event, the Eligible Host or Qualified Organization **MUST** provide to the LICA office the name and license number of vendors who will be performing services during the entire event, along with a minimum \$1,000,000 liability insurance certificate from each vendor, listing the Lido Isle Community Association as an additional insured and specifically stating the function and the date of the event. Delivery services need only provide their business license. Firms with employees must also provide a copy of their Workers' Compensation insurance certificate. If the member or club fails to provide this documentation, LICA may, at its discretion, cancel the event. Eligible Hosts may purchase a one-day event policy. All insurance endorsements must insure the following entity as additionally insured:

Lido Isle Community Association
C/O GrandManors
701 Via Lido Soud
Newport Beach, CA 92663

9. MUSIC/ENTERTAINMENT.

9.1 Any outdoor amplified sound, including use of a DJ or amplified speakers, must be pre-approved by LICA and must be kept to a level that does not disturb the neighbors.

9.2 ALL OUTDOOR MUSIC MUST STOP AT 10:00 PM.

10. SMOKING, ALCOHOLIC BEVERAGES, GLASS AND SIGNS

10.1 Smoking is not permitted on any LICA Property, including the Patio, docks, beaches and

grass areas, per LICA Directive #35 (and City of Newport Beach Code 10.04.010).

10.2 Alcoholic beverages may not be served to minors or intoxicated persons on LICA property. Under California law, a host of any social event or business function where alcoholic beverages are served to a minor may be personally liable for any property damage, personal injuries, or loss of life resulting in whole or in part from allowing a minor to be served alcohol. Such liability may include harm to the intoxicated individual himself or to any others caused by that intoxicated individual.

10.3 NO GLASS IS ALLOWED ON THE PATIO, GRASS AREA AND BEACH.

10.4 No signs advertising events held by Residents or for vendors are permitted on LICA property.

10. PETS or ANIMALS

10.1 No pets or animals permitted, leashed or unleashed. Service (not comfort) dogs exempt.



Map data ©2023 , Map data ©2023 20 ft

Side Patio Exhibit



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**BOARD APPROVED
POLICY/PROCEDURE
DIRECTIVE**

DIRECTIVE NO. 31

UPDATED: November 21, 2022

SUPERSEDES: October 8, 2014

POLICY: NOTICE OF NONCOMPLIANCE/VIOLATION OF CC&R's, BY-LAWS AND/OR FINES

1. The objective of this Policy is to promote and seek a Member's *voluntary* compliance with the Governing Documents.

2. In most cases, the Member will be notified in writing of a reported violation by way of a "courtesy letter." The "courtesy letter" will identify the reported violation and ask the Member to correct the violation within a specified number of days depending on the type of violation. However, depending upon the nature or severity of the reported violation, the hearing process described below may be initiated without a "courtesy letter," and/or the Association may proceed directly with seeking to obtain compliance through other means as provided by law (including, without limitation, IDR, ADR, and/or civil action).

–3. The Board of Directors may impose a monetary penalty, suspend Membership privileges as permitted by law, and/or implement corrective maintenance and charge the Member for the cost thereof, after the Member is offered an opportunity to be heard on the matter. The violation hearing letter shall contain the following information:

- (a) A brief description of the violation, a reference to the provisions of the Governing Documents violated and, in the event of a continuing violation, the date by which the violation is to be corrected.
- (b) The disciplinary, corrective action, and/or penalties which may be imposed.
- (c) The date, time, and place of the meeting in which the Member has the opportunity to attend a hearing before the Board of Directors, view the evidence of the violation, and present a defense including supporting witnesses.

The violation hearing letter must be delivered by personal delivery or mailed by first-class mail to the Member at least 10 days prior to the meeting date. The Member shall be entitled to submit a statement of defense to the Board in advance of the hearing. The hearing shall be conducted according to such reasonable rules and procedures as may be set forth by the Board. The hearing shall be conducted in Executive Session, unless the Member specifically requests in writing that the hearing be conducted during the Open Session. Proof of notice for the hearing shall be placed in the minutes of the meeting (i.e., a copy of the notice together with a statement of the date and manner of deliver of the notice). Within fifteen (15) days following the hearing, the Board's written decision shall be mailed to the Member. No disciplinary action against the Member may take effect prior to five (5) days after the hearing date.

- 1. 4. The Board may offer Internal Dispute Resolution ("IDR") to a Member pursuant to California Civil Code Sections 5900 et seq. or elect the Alternative Dispute Resolution ("ADR") process complying, as necessary, with the provisions of California Civil Code 5925 et seq., before bringing any civil action or suit to enforce the Association's Governing Documents.
- 2. 5. The Association may file an action in law or in equity to recover monetary damages, for injunctive relief, or any other legal or equitable remedy available to the Association.

**LIDO ISLE COMMUNITY ASSOCIATION
MONETARY PENALTY SCHEDULE**

If a violation of the governing documents is not corrected by the homeowner, the Board of Directors may impose monetary penalties in the amounts described below, but only after providing written notice to the homeowner and affording the homeowner with an opportunity for a hearing before the Board of Directors.

For each subsequent violation of the same provision of the governing documents, or in the event of an uncorrected continuing violation, the Board may double the fine after each hearing. (i.e. 1st offense - \$100.00, 2nd offense - \$200.00, 3rd offense - \$400.00 ...etc.

Violation Types	1 st fine	2 nd fine	3 rd fine
Architectural Violations (including violations of LICA's Architectural Control Process (Policy Directive No. 6).	\$2,500.00	\$5,000. 00	\$10,000.00
All Other Violations	\$250.00	\$500.00	\$1,000.00