



Newport Shores Community Association
910 Calle Negocio, Suite 200, San Clemente, CA 92673

January 14, 2015

Dear Newport Shores Community Association Homeowners:

The Board of Directors of Newport Shores Community Association is pleased to provide you with the following financial information for your review.

- * The Adopted 2015 - 2016 Operating Budget
- * Reserve Funding Disclosure Summary
- * Reserve Study Executive Summary
- * Collection Procedures and Policies
- * Notice of Assessments and Foreclosure
- * Internal Dispute Resolution (IDR)
- * Alternative Dispute Resolution (ADR)
- * Insurance Disclosure
- * Annual Policy Statement
- * Facility Rules and Regulations

Please note that the budget calls for the monthly maintenance assessment to remain the same at **\$500.00** per unit, per year, effective March 1, 2015.

No special assessments are planned at this time for the 2015 - 2016 fiscal year.

The enclosed items are being provided to you in compliance with state law. You may wish to keep these items available in the event you elect to sell or refinance your home. Most lenders are now requiring that these items be submitted to them as part of the mortgage approval process.

Copies of the minutes from Board of Directors meetings are available to you through the office of our management company. The cost varies by age of the meeting requested. Prior year meeting requests may require research time in addition to the copy charges.

Respectfully,

The Board of Directors
Newport Shores Community Association

Enclosures

Newport Shores Community Association
 2015-16 Adopted Budget
 Fiscal Year: March 1 thru February 28

	2015-16 Adopted Yearly
INCOME:	
Assessment Income	\$ 226,000.00
Late Charges	1,000.00
Collection Fees	500.00
Misc. Income	100.00
Junior Guards	6,000.00
Advertising Income	250.00
Key fees	1,000.00
Clubhouse rental	1,000.00
TOTAL INCOME	\$ 235,850.00
EXPENSES:	
Management Services	\$ 16,320.00
Collection Fees	1,500.00
Printing & Postage	5,000.00
Miscellaneous	3,500.00
Audit/Tax Preparation	1,000.00
Reserve Study	1,000.00
Insurance	11,000.00
Licenses & Fees	250.00
Legal Services	4,000.00
Taxes	1,000.00
Annual Meeting Expense	2,500.00
Volunteer recognition	500.00
Web Page	1,800.00
Social Fund	6,000.00
Pool Repair & Maint	17,000.00
Janitorial Contract	7,000.00
Lifeguard Salaries	22,000.00
Payroll Taxes	3,000.00
Payroll Service Fee	800.00
Landscape Contract	6,600.00
Landscape Extras	7,500.00
Gas	16,000.00
Electricity	13,000.00
Water	5,000.00
Telephone	1,500.00
Rubbish Removal	2,500.00
Facility Maintenance	15,000.00
Facility Improvements	8,000.00
Pest Control	1,300.00
Gate Administration	1,500.00
Security Monitoring & Maint	1,200.00
Patrol Service	2,000.00
TOTAL EXPENSES	\$ 186,520.00
RESERVES:	
Reserve	\$ 49,330.00
TOTAL RESERVES	\$ 49,330.00
TOTAL EXPENSES/RESERVES	\$ 235,850.00

2015-16 Assessment Per Unit Per Year: \$500.00

The Reserves have been calculated in accordance with the most current Reserve Analysis and/or the Board of Director's estimate of remaining useful life and replacement fund allocations.

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**Newport Shores Community Association
Assessment and Reserve Funding Disclosure Summary
For the fiscal year ending 2/28/16
("Disclosure Summary")**

**The notes at the end of this Disclosure Summary should
be read in conjunction with the information provided.**

(1) The regular assessment for the 2015-16 fiscal year per ownership interest is \$500.00 per year.

Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on page N/A of the attached report.

(2) Additional regular or special assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the association's Board of Directors (the "Board") and/or members:

Date assessment will be due:	Amount per ownership interest per month or year (If assessments are variable, see note immediately below):	Purpose of the assessment:
N.A.		

Total: _____

Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on page N/A of the attached report.

(3) Based upon the most recent reserve study, dated 10/2/14, and other information available to the Board of Directors, will currently projected reserve account balances be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of major components during the next 30 years?

Yes No

(4) If the answer to #3 is "no," what additional assessments or other contributions to reserves would be necessary to ensure that sufficient reserve funds will be available each year during the next 30 years that have not been approved by the Board or the members?

Approximate date assessment will be due:	Amount per ownership interest per month or year:
N.A.	

Total: _____

Newport Shores Community Association
Assessment and Reserve Funding Disclosure Summary
For the fiscal year ending 2/28/16
 ("Disclosure Summary")

(5) All major components are included in the reserve study and are included in its calculations. However, the following major assets are excluded from the reserve study calculations for the following reasons:

Major asset:	Reason this major asset was not included:
Irrigation Controllers	Covered by operating budget
Pool Area – Concrete Deck	Requested by association

(6) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570, the estimated amount required in the reserve fund at the end of the current fiscal year is **\$228,911**, based in whole or in part on the last reserve study or update prepared by Advanced Reserve Solutions, Inc. as of 1/1/15. The projected reserve fund cash balance at the end of the current fiscal year is **\$171,968**, resulting in reserves being **75.12%** funded at this date. The current deficiency in the reserve fund represents **\$129** per ownership interest.

(7) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570 of the Civil Code, a reserve funding plan has been developed – see the attached projections. The assumed long-term before-tax interest rate earned on reserve funds is **1%** per year and the assumed long-term inflation rate applied to major component repair and replacement costs is **2%** per year. Full reserve study available upon request.

NOTES:

(A) The financial representations set forth in this summary are based on the best estimates of the preparer and the Board at that time. The estimates are subject to change. (B) For the purposes of understanding this Disclosure Summary: (1) "Estimated remaining useful life" means the time reasonably calculated to remain before a major component will require replacement. (2) "Major component" has the meaning used in Section 55530. Components with an estimated remaining useful life of more than 30 years may be included in the study as a capital asset or disregarded from the reserve calculation, so long as the decision is revealed in the reserve study report and reported in the Assessment and Reserve Funding Disclosure Summary. (3) The form set out in subdivision (a) shall accompany each annual budget report or summary thereof that is delivered pursuant to Section 5300. The form may be supplemented or modified to clarify the information delivered, so long as the minimum information set out in subdivision (a) is provided. (4) For the purpose of the report and summary, the amount of reserves needed to be accumulated for a component at a given time shall be computed as the current cost of replacement or repair multiplied by the number of years the component has been in service divided by the useful life of the component. This shall not be construed to require the Board to fund reserves in accordance with this calculation. (5) Based on reserve studies or the occurrence of one or more unanticipated events, the Board could increase regular assessments and/or levy special assessments, consistent with the provisions of the CC&Rs and applicable law, to fund additional reserves as it deems necessary. For example, the information contained in this Disclosure Summary includes (i) estimates of replacement value and life expectancies of the components and (ii) assumptions regarding future events. Estimates are projections of a future event based on information currently available and are not necessarily indicative of the actual future outcome. The longer the time period between the estimate and the estimated event, the more likely the possibility of error and/or discrepancy. For example, some assumptions inevitably will not materialize and unanticipated events and circumstances may occur subsequent to the preparation of this Disclosure Summary. Therefore, the actual replacement cost and remaining life may vary from this report and summary and the variation may be significant. Additionally, inflation and other economic events may impact this report and summary, particularly over an extended period of time (such as thirty (30) years) and those events could have a significant and negative impact on the accuracy of this Disclosure Summary and, further, the funds available to meet the association's obligation for repair and/or replacement of major components during their estimated useful life.

Newport Shores Community Association

Executive Summary

Directed Cash Flow Calculation Method

Client Information:

Account Number	08150
Version Number	1
Analysis Date	10/02/2014
Fiscal Year	3/1/2015 to 2/28/2016
Number of Units	440
Phasing	1 of 1

Global Parameters:

Inflation Rate	2.00%
Annual Contribution Increase	2.00%
Investment Rate	1.00%
Taxes on Investments	30.00%
Contingency	3.00%

Community Profile:

According to the client, this community is a special organization where only designated owners are required to belong to this association as specified in each owner's deed of trust. 440 owners were members of the association as of March 1, 2008.

Unless otherwise indicated, we have used March 1960 as the basis for aging all original components examined in this analysis. According to the association, the entire clubhouse and much of the pool area was reconstructed during 2003-04. For budgeting purposes, we have used March 2004 as the placed-in-service date for all components related to this project.

ARS visual inspections conducted: October 1, 2014, December 20, 2012, January 16, 2008 & December 12, 2001

Adequacy of Reserves as of March 1, 2015:

Anticipated Reserve Balance	\$171,968.00
Fully Funded Reserve Balance	\$228,910.50
Percent Funded	75.12%

Recommended Funding for the 2015-2016 Fiscal Year:	Annual	Monthly	Per Unit
			Per Month
Member Contribution	\$35,574	\$2,964.49	\$6.74
Interest Contribution	\$926	\$77.16	\$0.18
Total Contribution	\$36,500	\$3,041.66	\$6.91

Newport Shores Community Association
Membership Disclosure Summary
Sorted by Category

Major Reserve Components	Current Cost	Assigned Reserves	Remaining Life Range	Useful Life Range
010 Streets	\$15,746	\$1,645	1-13	3-21
020 Roofs	\$7,234	\$3,978	9	20
030 Painting	\$8,965	\$5,468	0-5	3-8
040 Fencing	\$63,792	\$17,366	5-21	20-25
050 Lighting	\$31,445	\$19,529	4-14	15-25
060 Pool Area	\$94,816	\$52,003	0-15	3-20
070 Clubhouse	\$108,444	\$15,886	4-24	10-25
080 Park Areas	\$56,477	\$48,492	0-10	6-15
100 Grounds	\$3,600	\$2,592	7	25
Contingency	n.a.	\$5,009	n.a.	n.a.
Total	\$390,519	\$171,968	0-24	3-25

Newport Shores Community Association
Projections
Component Calculation Method

Fiscal Year	Beginning Balance	Member Contribution	Interest Contribution	Expenditures	Ending Balance	Fully Funded Ending Balance	Percent Funded
2015-2016	\$171,968	\$35,574	\$926	\$56,393	\$152,075	\$202,246	75%
2016-2017	\$152,075	\$35,733	\$1,166	\$2,352	\$186,622	\$232,546	80%
2017-2018	\$186,622	\$36,535	\$1,343	\$12,149	\$212,351	\$253,862	84%
2018-2019	\$212,351	\$36,899	\$1,272	\$48,092	\$202,430	\$238,429	85%
2019-2020	\$202,430	\$37,186	\$1,289	\$35,842	\$205,063	\$236,181	87%
2020-2021	\$205,063	\$37,498	\$1,456	\$14,948	\$229,069	\$256,519	89%
2021-2022	\$229,069	\$37,893	\$1,417	\$44,595	\$223,784	\$246,818	91%
2022-2023	\$223,784	\$38,142	\$1,431	\$37,477	\$225,880	\$245,020	92%
2023-2024	\$225,880	\$38,708	\$1,595	\$16,402	\$249,781	\$265,936	94%
2024-2025	\$249,781	\$39,205	\$1,596	\$40,470	\$250,111	\$262,889	95%
2025-2026	\$250,111	\$39,735	\$1,810	\$10,490	\$281,166	\$291,644	96%
2026-2027	\$281,166	\$40,589	\$2,105	\$0	\$323,860	\$332,685	97%
2027-2028	\$323,860	\$41,417	\$2,261	\$20,791	\$346,748	\$353,444	98%
2028-2029	\$346,748	\$42,209	\$2,392	\$25,441	\$365,908	\$370,632	99%
2029-2030	\$365,908	\$42,194	\$1,675	\$146,688	\$263,089	\$261,302	101%
2030-2031	\$263,089	\$40,745	\$1,344	\$90,333	\$214,846	\$209,750	102%
2031-2032	\$214,846	\$40,384	\$1,602	\$5,241	\$251,591	\$247,356	102%
2032-2033	\$251,591	\$40,292	\$1,817	\$11,342	\$282,357	\$280,171	101%
2033-2034	\$282,357	\$43,294	\$1,925	\$28,124	\$299,452	\$296,707	101%
2034-2035	\$299,452	\$43,652	\$1,817	\$60,750	\$284,170	\$280,106	101%
2035-2036	\$284,170	\$43,273	\$2,040	\$13,432	\$316,052	\$313,711	101%
2036-2037	\$316,052	\$45,773	\$1,869	\$70,835	\$292,859	\$288,917	101%
2037-2038	\$292,859	\$47,181	\$2,056	\$21,730	\$320,366	\$315,624	102%
2038-2039	\$320,366	\$45,644	\$2,396	\$0	\$368,406	\$366,570	101%
2039-2040	\$368,406	\$49,652	\$2,486	\$37,096	\$383,449	\$380,499	101%
2040-2041	\$383,449	\$49,690	\$2,678	\$24,897	\$410,919	\$408,617	101%
2041-2042	\$410,919	\$51,360	\$2,743	\$43,835	\$421,187	\$418,103	101%
2042-2043	\$421,187	\$51,374	\$2,483	\$91,179	\$383,865	\$379,007	101%
2043-2044	\$383,865	\$51,102	\$2,168	\$98,503	\$338,631	\$332,439	102%
2044-2045	\$338,631	\$50,659	\$2,133	\$58,142	\$333,281	\$328,629	101%

NOTE: In some cases, the projected Ending Balance may exceed the Fully Funded Ending Balance in years following high Expenditures. This is a result of the provision for contingency in this analysis, which in these projections is never expended. The contingency is continually adjusted according to need and any excess is redistributed among all components included.

NEWPORT SHORES COMMUNITY ASSOCIATION
COLLECTION PROCEDURES & POLICIES
For Collection of Delinquent Assessments

PROCEDURES:

Annual Assessments are due on the first (**1st**) day of March (the "due date") and are deemed delinquent if not received within 30 days or such time as set forth in the CC&Rs. Special assessments are due on the day specified and are delinquent if not received within 30 days of the due date or such time as set forth in the CC&Rs.

The mailing address for overnight payments to the Association or to its agent is:

c/o AMMCOR
910 Calle Negocio, Suite 200
San Clemente, CA 92673

If the account is delinquent for more than 45 days in any amount, or if the homeowner has passed a NSF check to the Association, or if the homeowner has breached a payment plan, or if a homeowner has made numerous late payments, overnight payments must be made by certified funds.

For any assessment not received within 30 days of the due date, a **Late Charge** as set forth in the CC&Rs is charged to the homeowners account, or if the CC&Rs are silent then a late charge equal to TEN DOLLARS (\$10.00) or 10% of the delinquent assessment whichever is greater, is thereafter charged to the homeowner's account. At the time that a Late Charge is posted to the owner's account, a collection processing charge of \$25.00 may also be assessed. **Thirty (30)** or more days after the due date, the Association or its agent, may disable the homeowner's key and suspend the use of the Association facilities until the full payment is received plus a \$50 key reactivation charge. In addition, the Association or its agent or attorney, may prepare and send a letter to the homeowner, a late letter reminding the owner of the amounts past due and giving the homeowner a minimum of 10 days to bring the account current. The charge for this letter will not exceed \$25.00 plus costs. Additional letters and/or notices may be sent and charged to the homeowners account as deemed appropriate. Prior to the account being sent to legal counsel, for any amounts delinquent, payment in full and/or certified funds may be required by the Association to bring the account current.

In accordance with California Civil Code §5660, when an assessment becomes more than forty-five (45) days delinquent, the Association or its agent or attorney may prepare an **Intent to Lien** letter, which will be sent to the homeowner with information that the Association shall proceed to record a lien against the homeowner's property within the Association ("Property") in the event full payment is not received within **thirty (30) days**. With the Intent to Lien letter, a notice and offer will be sent to the homeowner of the homeowner's right to dispute an assessment debt by submitting a written request to meet with the Board pursuant to the California Civil Code commencing at section 5900. The collection charge to prepare and issue the Intent to Lien letter shall be a charge to and payable by the delinquent Owner(s) and shall not exceed \$195.00 plus costs. **Once the account is sent to the attorney to move forward with the collection process, all payments for delinquent amounts must be made to the Association's attorney on behalf of the Association, and certified funds may be requested. Once the account is sent to legal counsel for collection, payment in full may be required, unless a payment plan is accepted by the Association. If partial payments are received, these may be returned to the homeowner unless remaining sums due are immediately paid as requested by the Attorney.**

Should any delinquency remain unpaid after the expiration of the thirty (30) day period set forth in the Intent to Lien letter, at the direction of the Board a Notice of Delinquent Assessment Lien on behalf of the Association against the Owner's Property within the Association is prepared and recorded and mailed to the purported owner of record along with notice of the right to seek a meet and confer with the Board under California Civil Code commencing at 5900 or alternative dispute resolution under California Civil Code commencing at section 5925, before the foreclosure is commenced. The Association's agent or attorney is authorized to prepare, sign and issue this lien and notice. The delinquent owner's account shall be charged for the fees and costs associated with the preparation and recording of the assessment lien. These costs and fees shall not exceed \$425.00.

At least 30 days after the Notice of Delinquent Assessment Lien is recorded, if the account remains delinquent in any amount, the Association may elect to proceed with small claims. Alternatively, at least 30 days after the Notice of Delinquent Assessment Lien is recorded, if the account remains delinquent, in the principal assessment amount of not less than \$1,800 or, some portion of the balance remains delinquent for more than 12 months, at the direction of the Board, the Association's attorney shall initiate foreclosure upon the assessment lien, and/or, the Board may elect to proceed with a judicial action(s) for collection of the unpaid assessments. All fees and costs associated with the foreclosure and/or the judicial action for collection shall be charged to and payable by the delinquent Owner(s);

IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION.

COLLECTION POLICY:

In addition to the within PROCEDURE for the collection of delinquent Assessments, the Board of Directors has established the following POLICIES to establish a uniform standard for the payment and collection of delinquent assessments:

Assessments - Assessments subject to the Collection Policy include the annual regular assessments and any levied special assessments (or any additional assessment regardless of what is called).

Costs of Collection - The costs of collection for delinquent assessments, shall include but are not limited to any management fees, trustee fees and reasonable attorney fees and costs, as a charge against a member's assessment account and are included in the amount of any Assessment Lien recorded against the property and the amount of any collection recovery action by the Association against the Owner(s).

Delinquency - The term Delinquency shall include any delinquent unpaid regular, special, or other assessments, late charges, interest, and costs of collection incurred or any portion thereof.

Partial Payments - If a partial payment is received which is less than the entire unpaid balance owed on the member's account, including the costs of collection, provided the Notice Of Delinquent Assessment Lien has not been recorded, the partial payment may be credited to the oldest outstanding balances on the member's account and the remaining unpaid balance shall be subject to this Procedure and Policy for collection. **At the point the account is sent to the attorney to move forward with the collection process, all payments for delinquent amounts must be made to the Association's attorney on behalf of the Association, and certified funds may be requested. Once the account**

is sent to legal counsel for collection, payment in full may be required, unless a payment plan is accepted by the Association. If partial payments are received, these may be returned to the homeowner unless remaining sums due are immediately paid as requested by the Attorney.

Payments - Payments received by the Association after a delinquent account has been assigned to the Association's attorney for collection shall be forwarded by the Association to the attorney and all further communications for the collection of the delinquent account are to be through the Association's attorney unless a meet and confer or alternative dispute resolution is requested by the homeowner, and proceeds to conclusion. For any assessment paid on time, the owner shall not be liable to pay a late charge, interest or costs of collection as it relates to that assessment.

Notice of Dispute and Hearings ("IDR") Under California Civil Code Commencing at 5900 – The owner may dispute the debt noticed in the intent to lien letter by submitting to the board a written explanation of the reasons for his or her dispute. The Association shall respond in writing within 15 days of the postmark date of the request. Further, the owner may make a written request to meet with the Board to discuss a payment plan, and the Board shall meet with the owner at an executive session within 45 days of the postmarked date of the request, if the request is mailed within 15 days of the postmarked date of the intent to lien letter, otherwise the Board may appoint a committee or one or more members to meet with the owner.

Payment Plans - Upon written request by a delinquent Owner(s), short term Payment Plans may be approved in the sole discretion of the Board based upon the justifying circumstances of each delinquent Owner. However, the Association is not a bank and cannot provide long term financing of an Owner's Delinquency.

Returned Check Charges - A charge of not less than \$25.00 shall be added to the account of any member whose check to the Association, its attorney or management company, is returned dishonored by the member's bank.

Statements - Statements are a courtesy to the members and not an invoice for payment. If an owner does not receive a statement, nevertheless payment must be made to the Association at the last given address. Additionally, an assessment statement with unpaid balances may not reflect any or all of the collection costs incurred on a delinquent Owner's account, including late charges, interest, attorney or trustee fees and costs which have been charged to the member's account according to this Collection Policy and Procedure. **Therefore, a delinquent owner must communicate with the Association's attorney to confirm the total delinquency owed.**

No Waiver of Collection Charges - **If a member's account becomes delinquent and the Association is required to incur costs of collection due to the member's delinquency, the Association's policy is to not waive the delinquent member's payment of these collection charges since it would not be fair to the members who pay their dues to also pay for the collection charges incurred by the Association due to another Owner's delinquency.**

PAYMENT PLAN STANDARDS:

For a Delinquency as herein above defined, the Association will consider an owner's offer of a payment plan which substantially complies with the following standards, which standards may be changed upon vote of the Board noted in the minutes of a meeting of the Board. These standards are merely guidelines, and all payment plans are the sole discretion of the Board:

- The plan shall be in writing, signed by the owner, and should provide for full payment of all sums due or which may become due as of the date of the acceptance of the plan. If a Notice of Delinquent Assessment Lien has not been recorded, then the payment plan must include the cost of the lien, and the lien shall be prepared and recorded on the property as a condition of the payment plan. If the Notice of Delinquent Assessment Lien has already been recorded, a forbearance agreement must also be executed by the owner as a condition of an approved payment plan. If the Notice Of Sale has been prepared as part of the foreclosure process, the Board need not approve a payment plan in accordance with these standards and the terms of any payment plan entered into at that time is at the sole discretion of the Board.
- An initial down payment, in an amount deemed reasonable by the Board, may be required to initiate a monthly payment plan.
- If the delinquency is less than \$1,800.00, the plan should not exceed six (6) months in duration from the date the plan is accepted. The plan will include the recording of the assessment lien as well as the fees and costs in preparing and recording this lien.
- If the delinquency is in excess of \$1,800.00 the plan should not exceed twelve (12) months in duration from the date the plan is accepted. The plan will include the recording of the assessment lien as well as the fees and costs in preparing and recording this lien.
- The plan should provide for the owner to remain current during the plan, on all assessments and charges which become due from the date the plan is accepted.
- The plan should also provide that if the owner is late on any payment, late being defined as not arriving on the date the payment is to be received, the owner is in breach of the payment plan, and the Association may terminate the plan upon its sole discretion, and, any payments accepted by the Association after such breach or termination of the plan, is not a waiver of the breach nor of the right to terminate the plan. The plan should further provide that upon termination of the payment plan as a result of a breach, the Association may continue with collection efforts with the next step in the collection procedure following the last completed step. In no event will the Association be required to re-initiate or re-start the collection procedures, or any procedure that has already been taken, and any forbearance shall not act to stop the expiration of applicable time periods.
- The plan shall require the owner to give notice of the delinquency and plan to a buyer of the property in escrow, and the plan shall not be transferable to any subsequent owner. All amounts due shall be paid through escrow, whether the transaction is a sale or a refinancing.
- If the homeowner has failed at any time in the past, to comply with a previous payment plan, the Board need not approve reinstatement of the plan or a new plan, and the terms of any new plan are at the sole discretion of the Board.

"NOTICE ASSESSMENTS AND FORECLOSURE"

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to sections 5600 through 5740 of the Civil Code for further information. A portion of the information in this notice applies only to liens recorded on the after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

ASSESSMENTS AND NON JUDICIAL FORECLOSURE

The failure to pay association assessments may result in the loss of an owner's property without court action, often referred to as non judicial foreclosure. When using non judicial foreclosure, the association records a lien on the Owner's property. The owner's property may be sold to satisfy the lien if the lien is not paid. Assessments become delinquent 15 days after they are due, unless the governing documents of the association provide for a longer time.

In a non judicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, fines or penalties, except for costs to repair common areas damaged by a member or a member's guests, if the governing documents provide for this.

The association must comply with the requirements of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association.

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail. Among these documents, the association must send a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has the right to review the association's records to verify the debt.

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in the regard.

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

PAYMENTS

When an owner makes a payment, he or she may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments.

An owner may dispute an assessment debt by giving the board of the association a written explanation, and the board must respond within 15 days if certain conditions are met.

An owner may pay assessments that are in dispute in full under protest, and then request alternative dispute resolution. An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time.

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserves the right to contest the disputed charge or sum in court or otherwise.

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exist.

The board of the directors must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist.

Internal Dispute Resolution

New Civil Code §5900 has been added to reinforce the existing ADR process by a new internal dispute resolution process that all community associations must follow. What follows is a summary of this provision and as such, should not be relied upon other than as general information. Please refer to the actual code for specific information.

Alternative Dispute Resolution

Civil Code §5925 has been amended to make provision for alternative dispute resolution (ADR) within community associations. What follows is a summary of this provision and as such, should not be relied upon other than as general information. Please refer to the actual code for specific information.

Before the association or an association member can file a lawsuit (not a cross-complaint) for declaration or injunctive relief (either exclusively or in conjunction with a claim for monetary damages other than association assessments and not in excess of \$5,000) related to governing document enforcement, the parties shall endeavor to submit their dispute to a form of ADR such as mediation and/or arbitration which may be binding or non-binding, as agreed by the parties.

The process is initiated by serving the other party with a Request for Resolution, which must contain a brief description of the dispute, a request for ADR, a notice that the other party must respond within 30 days of receipt, or it will be deemed rejected and a copy of CC §5925.

If accepted, the ADR shall be completed within 90 days of receipt of the acceptance unless extended by both parties. The parties share the ADR costs.

The code requires that at the time of filing a lawsuit, there must be an accompanying certificate as follows:

- 1) ADR was completed within compliance with the statute, or
- 2) the other party refused ADR, or
- 3) preliminary or temporary injunctive relief was necessary, or
- 4) the statute of limitations for bringing the action would run within the 120 days following the filing.

Failure to file the certificate would make the lawsuit subject to dismissal.

In the event of a lawsuit, the prevailing party shall be awarded reasonable attorneys fees and costs. However, the court may consider a party's refusal to participate in ADR.

Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of your right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.

AR² ARMSTRONG/ROBITAILLE/RIEGLE
BUSINESS AND INSURANCE SOLUTIONS

CA LICENSE# 0795135

830 ROOSEVELT, SUITE 200 • IRVINE, CA 92620

MAIN PHONE (949) 487-6131

MAIN FAX (949) 487-6150

Insurance Disclosure Statement
(As required by California Civil Code Section 5300)

Newport Shores Comm. Assoc.

AMMCOR
P.O. BOX 74390
San Clemente, CA 92673

1. Property Insurance

- | | |
|-------------------------------------|-----------------------|
| (A) Insurance carrier: | CSE Insurance Group |
| (B) The policy limits of insurance: | \$750,000 |
| (C) The amount of deductible | \$1,000 |
| (D) The policy term is: | 6/23/2014 – 6/23/2015 |

2. Liability Insurance

- | | |
|-------------------------------------|-----------------------|
| (A) Insurance carrier: | CSE Insurance Group |
| (B) The policy limits of insurance: | \$1M / \$2M |
| (C) The amount of deductible | n/a |
| (D) The policy term is: | 6/23/2014 – 6/23/2015 |

3. Fidelity Bond

- (A) Insurance carrier: Liberty Insurance Underwriters
- (B) The policy limits of insurance: \$500,000
- (C) The amount of deductible \$250
- (D) The policy term is: 6/23/2014 – 6/23/2015

4. Directors & Officers Insurance

- (A) Insurance carrier: Liberty Insurance Underwriters
- (B) The policy limits of insurance: \$1,000,000
- (C) The amount of deductible \$5,000
- (D) The policy term is: 6/23/2014 – 6/23/2015

5. Workers Comp Insurance

- (A) Insurance carrier: Zenith Insurance Company
- (B) The policy limits of insurance: \$1,000,000
- (C) The amount of deductible n/a
- (D) The policy term is: 08/27/14 to 08/27/15

THIS SUMMARY OF THE ASSOCIATION'S POLICIES OF INSURANCE PROVIDES ONLY CERTAIN INFORMATION, AS REQUIRED BY SECTION 5300 OF THE CIVIL CODE, AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR THE COMPLETE POLICY TERMS AND CONDITIONS CONTAINED IN THE ACTUAL POLICIES OF INSURANCE. ANY ASSOCIATION MEMBER MAY, UPON REQUEST AND PROVISION OF REASONABLE NOTICE, REVIEW THE ASSOCIATION'S INSURANCE POLICIES AND, UPON REQUEST AND PAYMENT OF REASONABLE DUPLICATION CHARGES, OBTAIN COPIES OF THOSE POLICIES. ALTHOUGH THE ASSOCIATION MAINTAINS THE POLICIES OF INSURANCE SPECIFIED IN THIS SUMMARY, THE ASSOCIATION'S POLICIES OF INSURANCE MAY NOT COVER YOUR PROPERTY, INCLUDING PERSONAL PROPERTY OR, REAL PROPERTY IMPROVEMENTS TO OR AROUND YOUR DWELLING, OR PERSONAL INJURIES OR OTHER LOSSES THAT OCCUR WITHIN OR AROUND YOUR DWELLING. EVEN IF A LOSS IS COVERED, YOU MAY NEVERTHELESS BE RESPONSIBLE FOR PAYING ALL OR A PORTION OF ANY DEDUCTIBLE THAT APPLIES. ASSOCIATION MEMBERS SHOULD CONSULT WITH THEIR INDIVIDUAL INSURANCE BROKER OR AGENT FOR APPROPRIATE ADDITIONAL COVERAGE. THE ASSOCIATION WILL NOTIFY YOU AS SOON AS REASONABLY PRACTICAL IF ANY OF THESE POLICIES ARE CANCELED AND NOT IMMEDIATELY REPLACED. IF A POLICY IS RENEWED OR A NEW POLICY IS ISSUED TO REPLACE A POLICY AND THERE IS NO LAPSE IN COVERAGE, THE ASSOCIATION WILL NOTIFY YOU IN ITS NEXT AVAILABLE MAILING TO MEMBERS.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MM

DATE (MM/DD/YYYY)

11/20/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Armstrong/Robitaille/Riegle 830 Roosevelt, Suite 200 Irvine, CA 92620 Glenn Robinson		949-487-6131 949-487-6151	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: NEWPO-3	FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A : CSE Insurance Group INSURER B : St.Paul Fire & Marine Ins Co INSURER C : Liberty Insurance Underwriters INSURER D : Zenith Insurance Company INSURER E : INSURER F :	NAIC #
INSURED Newport Shores Community Association AMMCOR P.O. BOX 74390 San Clemente, CA 92673					

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CAD0000247	06/23/14	06/23/15	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
C	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CAP014475-0113	06/23/14	06/23/15	MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> D&O DED-\$5,000						PERSONAL & ADV INJURY	\$ Included
	<input checked="" type="checkbox"/> CLAIMS MADE						GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						D&O LIMIT	\$ 1,000,000
A	AUTOMOBILE LIABILITY			CAD0000247	06/23/14	06/23/15	COMBINED SINGLE LIMIT (Ea accident)	\$ Included
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS							\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			ZUP14S9539312NF-29039	06/23/14	06/23/15	EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 10,000,000
	DEDUCTIBLE							\$
	RETENTION \$ 10,000							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			C069959907	08/27/14	08/27/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	PROP-COMMON AREA			CAD0000247	06/23/14	06/23/15	\$1K DED	750,000
C	FIDELITY BOND-CRME			CAC006482-0213	06/23/14	06/23/15	\$250 DED	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 UNITS: 434

CERTIFICATE HOLDER	EVIDENCE	CANCELLATION
	EVIDENCE OF COVERAGE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE Glenn Robinson

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NEWPORT SHORES COMMUNITY ASSOCIATION
ANNUAL POLICY STATEMENT
Civil Code § 5310

Association's Designated Recipient

Civil Code § 4035

The name and address of the person designated to receive official communications to the association is: Tom Marier, c/o AMMCOR, 910 Calle Negocio, Suite 200, San Clemente, CA 92673.

Notice of Right to Minutes of Board Meetings

Civil Code § 4950(b)

Members have the right to receive approved minutes, an unapproved draft, or a summary of the minutes within thirty (30) days of a board meeting upon member's request and upon reimbursement of association's costs to distribute minutes. Minutes can be obtained from AMMCOR, 910 Calle Negocio, Suite 200, San Clemente, CA 92673. The reimbursement cost to a member is 15¢ per page for each page requested.

Notice of Right to Provide Secondary Address

Civil Code § 4040(b)

Members have the right to submit a secondary addresses to the association for purposes of collection notices and certain financial matters of the association. Upon receipt of a written request by an owner identifying a secondary address, the association shall send additional copies of any notices required by the California Civil Code to the secondary address provided. The owner's request shall be in writing and shall be mailed to the association in a manner that shall indicate that the association has received it. The owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during any collection process, the association shall only be required to send notices to the requested secondary address from the point that the association receives the request.

Notice of Mailing Address for Overnight Payment of Assessments

Civil Code § 5655

The association's address for receipt of all overnight mail is: c/o AMMCOR, 910 Calle Negocio, Suite 200, San Clemente, CA 92673.

Designated Location for Posting Notices

Civil Code § 4045

The association's designated location for posting notices is: 511 Canal Street, Newport Beach, CA 92663

NEWPORT SHORES COMMUNITY ASSOCIATION

FACILITY RULES AND REGULATIONS

JULY 2008

(Revised July 2010)

(Revised May 2011)

(Revised April 2013)

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INTRODUCTION

The following rules and regulations were prepared and adopted by the NSCA Board of Directors
(July 2008 and Revised July 2010).

These Rules and Regulations shall apply to all members of the Newport Shores Community Association (hereinafter referred to as the NSCA), whether they are owners, the family of owners, friends, guests or tenants. It is the responsibility of the members to inform their family, friends, guests, and tenants of these Rules and Regulations.

These Rules and Regulations have been established for the purpose of safety, the preservation of the Association's property and the enjoyment and benefit of the Association's members and their guests. These Rules and Regulations are adopted pursuant to the authority granted the NSCA's Board of Directors by the NSCA governing documents and applicable law.

The Facility is reserved for the exclusive use of NSCA members and their accompanied guest(s). An assigned key is required for admittance to the Facility. Only Members in good standing will be allowed admittance to the facility. Any homeowner may delegate their right of enjoyment of the Facilities to their tenants who reside on their property. Such homeowner shall notify the Management Company (AMMCOR Management) in writing of the name of any such tenant. The rights and privileges of such tenant are subject to suspension to the same extent as those of the homeowner.

FACILITY RULES AND REGULATIONS

Facility Hours

Facility hours are 6 a.m. - 10 p.m. Sunday through Thursday and 6 a.m. - 11 p.m. Friday and Saturday. Anyone inside the fenced area outside of these hours is trespassing and subject to arrest.

General Facility Use Regulations

1. ALL PERSONS USING THE FACILITY WILL DO SO AT THEIR OWN RISK.
2. NSCA assumes no responsibility for accidents or injury in connection with such use or for the loss or damage to personal property.
3. During any period in which a homeowner is in default in the payment of annual dues or special assessment levied by the association, the right to use the Facility may be suspended by the board of directors until the dues and/or assessment are paid.
4. Individual NSCA Members are financially responsible for any damages, breakage, or labor charges caused by misuse of NSCA property by the member, tenants, their children, or their guest(s).
5. For the safety of our children and our facilities, you must close and lock all gates behind you when entering or exiting. Any member allowing or giving access to the Facility to any individual accepts responsibility and liability for that individual.
6. Members must have their Facility Key with them at all times and may be asked to present it at anytime to verify membership. In the event of a lost key, all requests for a replacement key must be in writing to AMMCORAMMCOR Management. The cost of a replacement key is \$50.
7. The NSCA property is designated as a NO SMOKING facility. NO SMOKING is permitted anywhere within the NSCA facilities at anytime.
8. Bounce houses are allowed during the off season months (Labor Day weekend through Memorial Day weekend) on the Beach area between the Volleyball Court and the Barbeques. Bounce houses are NOT allowed in the Summer months without special permission of the Board and only on a limited basis. Members are required to apply for Bounce House use through AMMCOR Management.
9. No pets or animals are allowed in the facility at any time, except for service animals
10. No climbing on gates, fences or furniture is permitted.
11. The Clubhouse and adjoining courtyard or Barbecue patio and adjacent Sand Beach Area can be rented and reserved through AMMCOR Management. NO OTHER AREAS OF THE FACILITY CAN BE RESERVED. Use of all areas including but not limited to the, Pool Deck, Basketball, Tennis Courts, Playground and Beach MUST BE SHARED. Please be considerate of other members
12. No one under the age of 14 years permitted without parent/guardian or lifeguard on duty
13. Consumption of alcoholic beverages is permitted for NSCA members and guest(s) 21 years of age or older.
14. No riding of bicycles, skateboards or other vehicles allowed in the facility areas.
15. No advertising or notices of any kind may be placed on facilities.
16. No vending of any kind permitted inside the Facilities without prior written approval from the NSCA Board of Directors.

17. In order to prevent the use of the Facility by non-members, especially during the peak summer season, a security person may be posted at the gate to verify NSCA membership in good standing. Always be prepared to show your pool key and identification to any security, lifeguard or fellow member when requested.
18. NSCA Members may not use the pool area for storage of personal property. All items left in the lost and found for more than seven days will be discarded.

Guest Privileges

1. At all times guest(s) must be accompanied by a NSCA member that is at least 18 years of age or older.
2. At no time may a facility key be given or “loaned out” to any non-resident. This will result in the loss of facility privileges.
3. NSCA Member households are permitted twelve (12) People at any one time. Members must contact AMMCOR Management if they feel special consideration for additional people is needed or they must rent the Clubhouse or Barbecue Area for up to 40 people
4. No hosted event of more than 12 people is allowed without a Clubhouse or Barbeque Area rental.
5. Members assume full responsibility for the conduct of their guest(s).

Events/Parties

1. NSCA members may use the facilities for entertaining. This does not preclude other association members from using the facilities at the same time. Only the Clubhouse and open adjoining courtyard or BARBECUE and adjacent beach area may be reserved. All other areas must be shared and accessible to all members.
2. The clubhouse and open adjoining courtyard or Barbecue Patio and adjacent beach area may be reserved for parties or other activities by filling out and signing the application form. Reservations and the application are available through AMMCOR Management by calling (949) 661-7767 or online at Newportsca.com.
3. The NSCA host is responsible for the behavior of guests and adherence to all Facility rules.
4. NSCA Member is responsible for all trash, order of deck furniture, and monitoring alcohol consumption.
5. Filled trashcans must be emptied in the large Dumpster located through the door at the end of the hallway between the restrooms.
6. If the pool will be used as part of the function Lifeguards must be hired according to the number of guests attending. A lifeguard can be arranged through Aquatics Director Anthony Iacopetti at OCACINC@gmail.com or 714 369-9555.
7. The following scale will be used to determine the number of lifeguards required at a child’s event in which the pool will be used at the Aquatics Director’s discretion:

Number of Children	Number of Lifeguards
1 -20	1
21-40	2

Group or Reoccurring Functions

1. Any group or reoccurring function must have prior written approval of the Board of Directors.
2. The group must have separate liability insurance with levels acceptable to the NSCA Board and with the NSCA named as an additional insured.
3. All parties involved must sign a Release of Liability and Indemnity Agreement prior to participation.
4. Reoccurring group sessions will be limited to 15 participants. Majority of participants must be members of the NSCA.
5. The group or function must have a group leader who is a NSCA member that agrees in writing to be responsible for ensuring the rules of the facility are enforced and will be financially responsible for any damages caused by the group during their use of the facilities.
6. Permission to use the association facilities may be revoked by the NSCA Board at any time.

POOL AREA REGULATIONS

THERE IS NO LIFEGUARD ON DUTY. ALL MEMBERS/TENANTS OR GUESTS USE THE POOL FACILITIES AT THEIR OWN RISK. ALL POSTED SIGNS, POOL RULES, COUNTY AND CITY REGULATIONS MUST BE OBEYED. PARENTS ARE RESPONSIBLE FOR THE CONDUCT OF THEIR CHILDREN.

NSCA pool is for the exclusive use of members, their family and their authorized guests. Each household is permitted to bring up to 6 guests. Children (under 18) are not permitted to bring non-resident guests unless accompanied by a resident adult. Members must accompany their guests at all times.

Pool use rules

1. ALL PERSONS USING THE POOL WILL DO SO AT THEIR OWN RISK.
2. NSCA assumes no responsibility for accidents or injury in connection with such use or for the loss of damage to personal property.
3. All Gates must be closed and locked at all times. Any member allowing or giving access to the pool area to any individual accepts responsibility and liability for that individual.
4. Children eight (8) or older who demonstrate their ability to swim (swim test) to the satisfaction of the lifeguard are permitted in the pool area without adult supervision when a LIFEGUARD IS ON DUTY.
5. Glass containers and other breakable objects are prohibited in the pool area
6. No Food and Drinks allowed in the pool.
7. Proper swimwear is required. No cut-offs or clothing other than swimsuits are permitted in the pool.
8. Swim Pants ARE REQUIRED for all children not toilet trained; disposable swim diapers ARE NOT PERMITTED. Swim pants are available for purchase from the Lifeguard.
9. Floation devices are allowed at the discretion of the lifeguard or when such use does not hinder the use of the pool by any other person. No hardboards allowed at any time
10. No running is allowed in the pool area. No pushing or throwing anyone in the pool. Dangerous games are prohibited.
11. NO DIVING ALLOWED.

12. Only Lap swimming allowed in designated lap swimming lanes.
13. No climbing, sitting or standing on laps lane lines is permitted
14. Air tanks, weight belts and other related diving equipment are prohibited.
15. When using radios, please be considerate of other members.
16. **LIFEGUARDS ON DUTY HAVE THE AUTHORITY TO ENFORCE THESE RULES AND MAY EXPEL ANYONE AT ANY TIME FOR MISBEHAVIOR, USE OF ABUSIVE OR FOUL LANGUAGE, OR APPARENT INTOXICATION. THOSE INDIVIDUALS SO EXPELLED MAY NOT RETURN TO THE POOL AREA UNTIL THE FOLLOWING DAY. LONGER EXPULSION MAY BE ENFORCED FOR REPEATED OR DANGEROUS OFFENSES. ALL MEMBERS AND GUESTS ARE EXPECTED TO RESPECT THE LIFEGUARD'S AUTHORITY AND DIRECTION.**
17. These rules may be amended without notice, if necessary, to promote safety, to comply with the board of health, or to protect our community property.

PLAYGROUND AREA RULES

1. Use of Play Area is at your own risk.
2. Adult supervision of all children under 4 is required within the fenced playground area.

SPORTS COURT RULES

Tennis Court Rules

1. Use of tennis courts is at your own risk.
2. Proper attire and shoes are required. Only rubber-soled tennis shoes are allowed on the playing surface. No black or other hard-soled shoes are permitted.
3. Tennis courts are for playing tennis only.
4. Doubles play is restricted to 1-1/2 hours and singles play is restricted to 1 hour.
5. Please close the gate when leaving the tennis court and dispose of any trash in the containers located outside the gates.
6. Large tennis classes are not permitted on the court areas.
7. Individualized tennis instruction is permitted only when the instruction is at the request of an owner and the owner is present at the time of instruction.
 - (a) Tennis instruction is limited to 4 persons total, inclusive of the member, the instructor, and up to 2 other persons.
 - (b) The instructor and all non-members in the class shall be a guests of the member, and the member shall be the sponsor of the instruction and responsible for the conduct of the instructor and the others in the class while in the community.
 - (c) The instructor must maintain liability insurance acceptable to the NSCA covering the instructor's activities while at the NSCA's facilities.
 - (d) Proof of liability insurance must be submitted to the NSCA Board of Directors prior to commencement of instruction. Liability coverage must name the NSCA as an additional insured under the policy.
 - (e) In order to ensure the use and enjoyment of the community facilities by members, NSCA may restrict the times and locations of instruction. NSCA may also revoke the use of the court areas for instruction at any time.
 - (f) No keys for the facility shall be given to instructors or guests.

Basketball Court Rules

1. Use of basketball court is at your own risk.
2. Proper attire and shoes are required. Only rubber-soled tennis shoes are allowed on the playing surface. No black or other hard-soled shoes are permitted.
3. Basketball Court is for basketball playing only.
4. Challenge play.

Volleyball Court Rules

1. Use of Volleyball court is at your own risk.
2. Challenge play.

BARBECUE RULES AND REGULATIONS

1. Use of the Barbecue's are at your own risk
2. No large organized parties should be held in the Barbecue area without specific permission from AMMCOR Management or NSCA Board. Even if reserved, one Barbecue grill must remain open for the use of all members and their guests. Please be courteous.
3. You must clean up and full trash cans are to be emptied at dumpster between restrooms. Extra trash liners are at the bottom of each can.
4. Glass or breakable containers should not be used. Please utilize plastic or paper cups when in the Barbecue area.

ENFORCEMENT

These Rules and Regulations have been established for the purpose of safety, the preservation of the Association's value and property and the enjoyment and benefit of the Association's members and their guests. When there is no lifeguard or security personal on duty it is your responsibility as a NSCA member to help enforce these Rules and Regulations.

CALL THE NEWPORT BEACH POLICE DEPARTMENT AT 644-3731 IF:

1. People are using the facilities after hours.
2. You suspect illegal use of the facilities.
3. There is intentional abuse of facilities



Newport Shores Community Association

910 Calle Negocio, Suite 200, San Clemente, CA 92673
Office (949) 661-7767 Fax (949) 661-5696

Parking Enforcement & Most Frequently Ask Questions

On February 5, 2008, the NSCA Board of Directors adopted revised rules for parking on NSCA property. The rules are simple and for the benefit of our membership as a whole:

The NSCA parking is for facility use ONLY. Violators will be towed. Extended parking may be granted by special permission and you must contact AMMCOR prior to use.

Members periodically contact AMMCOR and ask general questions regarding parking. Here is a sampling of the types of questions and the response from the NSCA Board:

1. As a NSCA member, am I allowed to park at the clubhouse when all on street parking is exhausted?

Answer: Yes, as long as this is the last resort and you should move your vehicle when parking becomes available on the street – NO LATER than that evening or by 9:00 a.m. the next morning. Please do NOT park directly in front of the clubhouse and utilize the seven (7) median Island parking spaces on Canal Circle as your first choice.

2. As a NSCA Member, am I allowed to park at the clubhouse on street sweeping days?

Answer: This practice is allowed only after ALL on-street available public parking is utilized and you car must be moved by 1:00 p.m. the same day. The clubhouse parking should NOT be your first choice on street sweeping days or for overnight parking.

3. As a NSCA member, am I allowed to store my car at the clubhouse if I am out of town on business or vacation?

Answer: The NSCA Board will allow this on a limited basis, based on availability and other activities planned at the clubhouse. Prior approval from AMMCOR is required before use. Recreational or commercial vehicles, trailers, boats, etc are not allowed.

4. What kind of information will I need to provide in order to obtain extended parking approval?

Answer: Name, address, cell number, vehicle information, email address, emergency contact and reason for needing extended parking. In addition, a member's vehicle may NOT utilize the clubhouse parking unless their own garage is utilized for at least one car.

5. What happens if I requested extended parking and there is no more spaces available?

Answer: Parking is on a first come first serve basis and NSCA cannot ensure that there will always be enough even though extended parking permission was obtained.

6. Will I be towed if I park at the Clubhouse even though I am a NSCA Member?

Answer: Maybe. The parking is clearly marked for clubhouse use only. If you park there in the evening hours after the facility closes (10:00 p.m.) and move your vehicle before 9:00 a.m. you will not be towed. This should be your last resort for parking and all on-street parking should be utilized prior to using the clubhouse parking. Please do NOT park directly in front of the clubhouse and utilize the seven (7) median Island parking spaces on Canal Circle as your first choice.

7. Are guests visiting my home allowed to park at the clubhouse?

Answer: Maybe. Please Notify AMMCOR if more than two guest vehicles are expected to use the clubhouse parking to confirm there is NO conflict with other clubhouse events or uses. Your guest should use this as the last resort and all on-street parking should be utilized prior to using the clubhouse parking. Please do NOT have your guest park directly in front of the clubhouse and have them utilize the seven (7) median Island parking spaces on Canal Circle as their first choice.