

**RULES AND REGULATIONS GOVERNING LAKE USE AT
WOOD RANCH LAKE PARK VILLAGE ASSOCIATION**

ADOPTED January 24, 2018

The purpose of these Rules and Regulations for the Lake at Lake Park Village and its shoreline ("Lake Area") is to provide Residents of Wood Ranch Lake Park Village Association ("Association") and their guests ("Guests") with the opportunity to enjoy and make use of the Lake Area in an environment that promotes the safe use of the Lake Area in a peaceful environment. These Rules and Regulations are adopted pursuant to the Association's governing documents, which grant the Board of Director's the authority to adopt reasonable Rules and Regulations governing the common area, including the Lake Area. **These Rules and Regulations shall be subject to future modifications by the Association upon thirty (30) days' written notice.**

LAKE USE RULES AND REGULATIONS

Each person who uses the Lake Area is personally responsible for complying with these reasonable Rules and Regulations, and each owner of residential property in the Association ("Property") is responsible for the actions of their family members, tenants and invitees of each. Each person who uses any portion of the Lake Area does so at his or her own risk.

A. LAKE AREA USE RIGHTS

1. Only residents who are occupants of a Property ("Residents") and their Guests shall be eligible to use any portion of the Lake Area. Guests may not access the Lake Area unless, at all times, they are accompanied by a Resident.
2. Prior to accessing the Lake Area, each Resident must sign both a Lake Key Release and Indemnification Agreement and a Lake Use Waiver and Indemnity in the forms attached to these Rules and Regulations as Attachments A and B, respectively. If a Resident is not an owner of Property, then the Property's owner shall be obligated to sign the Lake Key Release and Indemnification Agreement and Lake Use Waiver and Indemnity to protect the Association against Owner's tenant's violation of same.
3. Only one (1) Lake Key shall be issued for each Property at any given time.
4. Each Guest must be accompanied by a Resident at all times when using the Lake Area.
5. Persons under the age of fourteen (14) shall be accompanied and supervised by a responsible adult when using any portion of the Lake Area.
6. At any time a Resident is on the Lake Area and upon request by any of the Association's

private patrol officer, a Resident must provide identification that verifies he/she is a Resident of the Association.

B. GENERAL RULES

1. Drinking lake water is prohibited.
2. Swimming is prohibited.
3. Depositing garbage, trash or other refuse of any kind on Lake Area other than in a receptacle provided for such purpose is prohibited.
4. Camping, occupying a tent, or any other shelter overnight on Lake Area is prohibited.
5. No person shall in any way, ignite, build or maintain any fire on Lake Area.
6. Boating is prohibited on Lake Area. No boat (including without limitation, boats, rowing shells, inflatables vessels, canoes, kayaks, paddleboats, paddleboards, stand up paddleboards, windsurfers, and any other vessels of any kind) may be present or used on the Lake Area at any time.
7. No person shall drink alcohol or use any recreational drugs; including without limitation the smoking or ingestion of cannabis, while on or using any portion of the Lake Area, including the shoreline, and no person may access the Lake Area, while intoxicated or under the influence of drugs.
8. No person may smoke cigarettes, cigars, or vapor pens aka vape pens while on the Lake Area.
9. Loud or obnoxious behavior that give rise to claims of nuisance is prohibited on any portion of the Lake Area, including, without limitation, the Lake Area shorelines.
9. Without the Association's prior written approval, no person shall play or operate any sound or energy amplification devices on Lake Area.
10. No person shall create any loud noise or raucous behavior at any time.
11. No objects may be placed or deposited into the lake and/or its shoreline, including, without limitation, any recreational items, balls, traps, model vehicle, or remote controlled vehicle.
12. Throwing rocks, mud, sand, branches, recreational of sports equipment, Frisbees, balls

or any other objects is prohibited in Lake Area.

13. No vehicles, including without limitation bicycles, motorcycles, automobiles, segways or other stand up electric vehicles, golf carts, and all terrain vehicles, are permitted on Lake Area, and the same shall not be operated or parked on any part of the Lake Area.
14. Operating any model airplane, drone, vehicle, car, boat, or any other propelled craft of any kind or description on, over, or into any portion of Lake Area is prohibited.
15. Recreational fishing is permitted on Lake Area. All other gaming is prohibited. Hunting, shooting, wounding, or killing of any animal on Lake Area is absolutely prohibited, with the exception of any fish caught through ordinary recreational fishing activities.
16. Guns, firearms, bows, crossbows, paintball guns, knives, axes, Tasers and all other weapons of any kind (collectively, "Weapons") are prohibited on the Lake Area. No person shall carry, possess, leave, deposit, throw, launch, or cause to be fired into or over any portion of the Lake Area any weapons, traps, gaming devices, or any other items or devices capable of injuring any person or animal or damaging any part of Lake Area, its facilities, or its natural resources. Duly authorized members of law enforcement are exempt.
17. Fireworks are prohibited on Lake Area. No person shall possess, discharge, set off or cause to be discharged in, across or into Lake Area any firecrackers, torpedoes, rockets, fireworks, explosives, or any other substances harmful to the life and safety of persons, animals, natural resources, or property.
18. Tampering with any Association facilities, including any part of the fence surrounding the Lake Area, is prohibited.
19. It is unlawful and prohibited for any person to damage, deface, cut, spray, paint, mark, scratch, write on, or otherwise deface or alter in any way any part of the Lake Area, its facilities, or its natural resources. All provisions of the California Penal Code apply and are enforceable.
20. No permanent or temporary structure or installation of any kind shall be constructed, erected, placed, or built on Lake Area. Such structures and installations, if same were to occur, will be removed by the Association at the owner's expense. Should owner fail to reimburse the Association upon written demand, the Association shall notify owner of a noticed hearing before the Association's Board, which must occur prior to the Association levying a compliance assessment against the applicable homeowner(s). In no event shall Association be liable for the removal of, or any damages resulting from, the removal of such property.

21. Placing, storing or abandoning any personal property, or any other property on Lake Area is prohibited. Such property will be removed or disposed of by the Association at the owner's expense after a noticed hearing before the Board. The Association shall not be liable for the removal of, or any damages resulting from, the removal of such property.
22. Planting, removing, or injuring any form of plant life on Lake Area is prohibited except by duly authorized Association employees in the performance of tasks specifically authorized the Association. No person shall remove, injure, disfigure, deface or destroy any object of paleontological, archaeological, or historical interest or value from the Park. No person shall destroy, disturb, mutilate, or remove earth, sand, gravel, minerals, rocks or other similar features from Lake Area.
23. No person owning or having charge, care, custody or control of any dog or animal which may require restraint, shall cause, permit or allow such animal to be in, or to run at large upon, any Lake Area Park unless such animal is restrained by substantial leash not to exceed six (6) feet in length. The restraint must be in the charge, care, custody or control of a competent person. The removal of waste from any animal that defecates on Lake Area shall be the responsibility of the owner or custodian of said animal.
24. Commercial use of the Lake Area is prohibited. Commercial use includes, without limitation, selling or advertising for sale any product or service.

D. EVENTS ON LAKE AREA

1. If a Resident wishes to hold an event at the Lake Area consisting of eight (8) or more persons ("Event"), the Resident shall comply with all of the following requirements:
 - a. The Resident shall receive the Association's approval in writing, at least ten (10) days in advance of the Event, which approval by the Association shall not unreasonably be withheld.
 - b. The Resident shall provide to the Association a certificate of insurance for general liability, issued by an insurer authorized to do business in California, which names the Association as an additional named insured in an amount not less than one million dollars and no cents (\$1,000,000.00).
 - c. The Resident shall provide to the Association a refundable security deposit in the amount of two hundred dollars and no cents (\$200.00) no later than five (5) days prior to the Event.

- d. The Resident shall execute a Request for Approval (Event Activity) form and a "Lake Waiver & Indemnity (Event Activity)" in the forms attached to these Rules and Regulations as Attachments C and D, respectively, within the timeframes required for same.
2. The Association may withhold its approval of any request to use the Lake Area for an Event. Approval may be withheld for various reasons, including, without limitation, the following: (i) if the Lake Area is unavailable due to a scheduling conflict, (ii) the Event cannot be accommodated at the Lake Area due to its size and/or the nature of the Event, (iii) the Event would interfere with the Residents' normal use of the Lake Area, (iv) the Event poses a risk or threat of damage, injury, discomfort and/or displeasure to the neighbors in the area surrounding the Lake Area, and/or (v) the Event would involve any of the following: a master of ceremonies or other similar person, a disc jockey, amplified or acoustic music, dining or catering services, or use of any furniture (e.g., tables, chairs, etc.).

E. VIOLATIONS OF RULES AND REGULATIONS; ENFORCEMENT

1. Each Resident shall be responsible for the acts and omissions of his/her Guests, household members, lessees, invitees, or licensees (collectively, "Resident Parties").
2. Each Resident shall be liable to the Association for any and all damage to the Lake Area and any Association facility thereon, which results from the use of the Lake Area by a Resident or any Resident Parties. The Association may seek reimbursement from the Resident for the cost of repairing any such damage directly, or, in the Association's sole discretion, the demand for reimbursement will be made on the applicable owner who shall be responsible to seek reimbursement from the owner's tenant, guest or invitee.
3. Any violation of these Rules and Regulations by a Resident or any Resident Parties may result in the suspension of that Resident's Lake Area access and use rights and/or fines imposed on the Resident in accordance with any applicable fine schedule after a noticed hearing before the Board.
4. In addition to enforcing these Rules and Regulations by the procedures set forth above, enforcement may also include the use of police and other regulatory agencies where violations of the law have occurred.

F. LIABILITY; RELEASE

1. Each Resident and the owner of such Resident's Property, as applicable, shall be subject to any discipline and/or monetary penalties provided for under any duly established fine schedule after notice and hearing before the Association's Board of Directors. Each

Resident shall be responsible to the Association for any actual expenses incurred (including attorney's fees and costs) to cure a violation of these Rules and Regulations.

2. Each Resident and the owner of such Resident's Property, as applicable, must agree in writing to hold the Association, and its affiliates, officers, employees, committee members, agents, representatives, owners, members, successors and assigns harmless and indemnify them from any and all liability for injury to persons or damage to property that result from the use of the Lake Area by a Resident or any Resident Parties.

WOOD RANCH LAKE PARK VILLAGE ASSOCIATION
LAKE KEY RELEASE AND INDEMNITY

This Lake Key Release and Indemnity Agreement (this "Agreement"), effective as of the date of execution hereof, is made and entered into by the undersigned ("Owner") in favor of Wood Ranch Lake Park Village Association ("Association").

RECITALS

WHEREAS, the Association is the entity formed to govern, manage, and operate the common interest development known as "Lake Park Village" located in Simi Valley, California (the "Development").

WHEREAS, the Association's common area includes the Lake at Lake Park Village and its shoreline ("Lake Area").

WHEREAS, the Lake Area is surrounded by a fence and access to the Lake Area requires a key (each, a "Lake Key").

WHEREAS, The Association provides to owners of residential property in the Association ("Property") a Lake Key subject to each owner's agreement to abide by the Association's Rules and Regulation's Governing Lake Use at Wood Ranch Lake Park Village Association.

WHEREAS, the undersigned Owner has reviewed such Rules and Regulations and desires access to the Lake Area.

WHEREAS, the Association's reasonable good faith estimate of the cost of administering each Lake Key is one hundred dollars and no cents (\$100.00), and the Association seeks to defray that cost by passing such cost on to the Owner.

NOW THEREFORE, in consideration for the Lake Key(s) and certain other obligations, the sufficiency of which is hereby acknowledged, Owner and the Association agrees as follows:

AGREEMENT

1. Incorporation of Recitals. The above recitals are incorporated herein in their entirety as if fully set forth herein.

2. Individuals Issue Lake Key.

(a) The Association provides the Owner(s) of each Property in the Association with one Lake Key at no charge to the Owner. For each replacement Lake Key, Owner shall pay to the Association, in advance of the Lake Key issuance one hundred dollars and no cents (\$100.00) per Lake Key.

(b) Owner shall not allow any unauthorized person, including without limitation, non-residents of the Association, to use or possess a Lake Key and represents and warrants that Owner shall not allow their guests and invitees to use the Lake Area except with Owner in attendance at all times. Owner acknowledges and agrees to the following: (i) any Lake Key found to be in the possession of an unauthorized person shall be confiscated by the Association and will not be reissued to Owner unless such reissuance is consistent with Section 2(b) herein; and (ii) Owner shall be subject to any discipline and/or monetary penalties provided for under any duly established fine schedule after notice and hearing before the Association's board of directors for the misuse of the Gate Key and the Lake Area.

(c) Owner agrees that upon the sale of the Owner's Property, Owner shall return all Lake Key(s) to the Association before the close of the associated escrow. If Owner fails to return any Lake Key to the Association by such time, Owner acknowledges and agrees that (i) such Lake Key(s) shall require replacement and (ii) for each Lake Key Owner fails to return to the Association pursuant to this Section 2(d), Owner shall pay to the Association one hundred dollars and no cents (\$100.00). The Association will not issue a new Lake Key to the Property's new owner until such Lake Keys are returned to the Association as provided for herein or the Association is paid for the missing Lake Keys pursuant to the terms set forth herein.

4. Waiver and Release. Owner hereby expressly, absolutely and forever discharges, waives and releases, to the fullest extent permitted by law, the Association and its affiliates, officers, employees, committee members, agents, representatives, owners, members, successors and assigns (collectively, "Association Parties") of and from any and all losses, injuries, damages, claims, costs, liabilities, expenses, actions, and causes of action, of every nature, character and description whatsoever, whether foreseen or unforeseen, including, without limitation, personal injury, property damage, property loss, and wrongful death (collectively, "Claims"), arising from, related to, or connected with any actions or inactions of any Owner with respect to the Lake Key, including, without limitation, a Owner's failure to promptly safeguard any Lake Key or allowing any Lake Key to be utilized by another person.

5. Indemnification. Owner agrees to indemnify, defend, and hold the Association and the Association Parties harmless from and against all Claims, including, without limitation, reasonable attorneys' fees and costs, directly or indirectly arising out of or attributable, whether in whole or in part, to (a) this Agreement and (b) any actions or inactions of any Owner with respect to the Lake Key, including, without limitation, Owner's failure to promptly safeguard any Lake Key or allowing any Lake Key to be utilized by another person.

6. Acknowledgment. By signing below, Owner acknowledges that: (a) Owner has read this Agreement in its entirety and the Association's Rules and Regulation's Governing Lake Use at Wood Ranch Lake Park Village Association; (b) Owner is fully aware of the legal consequences of signing this Agreement; (c) Owner accepts the terms and conditions in this

Agreement; (d) Owner has voluntarily signed this Agreement; and (e) Owner has the right and authority to enter into this Agreement. This Agreement shall be binding on behalf of Owner and any and all other occupants of Owner's Property, if any, during the time in which Owner resides at such Property.

Signature

Print Name: _____

Address: _____

Telephone: _____

(Print Residents Name)

WOOD RANCH LAKE PARK VILLAGE ASSOCIATION
LAKE USE WAIVER AND INDEMNITY

This Lake Use Waiver and Indemnity (this "Waiver") shall be executed by all Residents prior to use/enjoyment of the Lake at Lake Park Village and its shoreline ("Lake Area") for recreational purposes.

Accordingly, the undersigned acknowledges and agrees as follows:

1. Waiver and Release. The undersigned hereby, for him/herself and his/her family and Guests, expressly, absolutely and forever discharges, waives and releases, to the fullest extent permitted by law, Wood Ranch Lake Park Village Association ("Association") and its affiliates, officers, employees, committee members, agents, representatives, owners, members, successors and assigns (collectively, "Association Parties") of and from any and all losses, injuries, damages, claims, costs, liabilities, expenses, actions, and causes of action, of every nature, character and description whatsoever, whether foreseen or unforeseen, including, without limitation, personal injury, property damage, property loss, and wrongful death (collectively, "Claims"), which the undersigned may now have or may in the future have against the Association and/or the Association Parties, arising out of, related to, or in connection with the undersigned's use/enjoyment of the Lake Area.

2. Assumption of Risk. The undersigned understands that use/enjoyment of Lake Area is inherently risky, and such use/enjoyment poses numerous dangers to persons of all ages. The undersigned understands and acknowledges these risks and dangers. The undersigned assumes and accepts all risks associated with or related to (a) use/enjoyment of Lake Area, and (b) any loss, injury, or damage described above.

3. Indemnification. The undersigned agrees to indemnify, defend and hold the Association and the Association Parties harmless from and against all Claims, including, without limitation, reasonable attorneys' fees and costs, directly or indirectly arising out of or attributable to, in whole or in part, the use/enjoyment of Lake Area by the undersigned and all of the undersigned's family members and Guests.

4. Rules and Regulations. The undersigned agrees that the undersigned and all of the undersigned's family members shall be bound by and shall comply with all Rules and Regulations governing Lake Area.

5. Acceptance. The undersigned acknowledges that he/she has read the above, is fully aware of the legal consequences of signing this Waiver, and has voluntarily signed this Waiver evidencing acknowledgment and acceptance of the above provisions.

Signature

Print Name: _____

Address: _____

Telephone: _____

Date: _____

WOOD RANCH LAKE PARK VILLAGE ASSOCIATION
REQUEST FOR APPROVAL
EVENT ACTIVITY

To: Wood Ranch Lake Park Village Homeowners Association

From: _____
(Resident's Name)

The undersigned Resident hereby requests permission to use Lake Area for the group activity described below:

1. Description of Event: _____
2. Date and Time (Start/Finish): _____
3. Number of People Who Will Attend: _____

The undersigned currently has a Wood Ranch Park Village Association Waiver and Indemnity (Event Activity) form on file with the Wood Ranch Park Village Association (or such Waiver is attached hereto). The undersigned acknowledges that such Waiver and Indemnity is in full force and effect and is incorporated herein. The undersigned takes full responsibility for the undersigned's Guests, and shall be fully responsible for cleaning up after completion of the Event. Attached hereto is proof of liability insurance of not less than One Million Dollars (\$1,000,000.00), naming Wood Ranch Park Village Association as an additional insured.

Signature

Print Name: _____

Address: _____

Telephone: _____

Date: _____

(Do not write below this line. For office use only.)

Proof of Liability Insurance (\$1,000,000) and Additional Insured Endorsement attached? Yes
 No

Two hundred dollar (\$200) security deposit paid? Yes No

Without accepting any liability or obligation, the above request is hereby granted.
Please provide a list of the attendees prior to the event.

Wood Ranch Lake Park Village Association

By: _____

Its: _____

Date: _____

(Print Residents Name)

WOOD RANCH LAKE PARK VILLAGE ASSOCIATION
LAKE USE WAIVER AND INDEMNITY
(EVENT ACTIVITY)

This Waiver and Indemnity (this “Waiver”) shall be executed in advance by all Residents desiring for their Guests to enter the Lake at Lake Park Village and its shoreline (“Lake Area”) in connection with an event consisting of eight (8) or more persons (“Event”). This Waiver is not and shall not be construed as an approval or permission for any such Event. Such permission may only be granted after submission of a Request for Approval (Event Activity) form.

Accordingly, the undersigned acknowledges and agrees as follows:

1. Waiver and Release. The undersigned hereby, for him/herself and his/her family, expressly, absolutely and forever discharges, waives and releases, to the fullest extent permitted by law, Wood Ranch Lake Park Village Association (“Association”) and its affiliates, officers, employees, committee members, agents, representatives, owners, members, successors and assigns (collectively, the “Association Parties”) of and from any and all losses, injuries, damages, claims, costs, liabilities, expenses, actions, and causes of action, of every nature, character and description whatsoever, whether foreseen or unforeseen, including, without limitation, personal injury, property damage, property loss, and wrongful death (collectively, “Claims”), which the undersigned may now have or may in the future have against the Association and/or the Association Parties, arising out of, related to, or in connection with (a) the undersigned’s Event (described in the undersigned’s Request for Approval (Event Activity)) and (b) use/enjoyment of Lake Area by any Guest of the undersigned in connection with such Event.

2. Assumption of Risk. The undersigned understands that use/enjoyment of Lake Area is inherently risky, and such activity poses numerous dangers to persons of all ages. The undersigned understands and acknowledges these risks and dangers. The undersigned assumes and accepts all risks associated with or related to (a) the undersigned’s Event, (b) use/enjoyment of Lake Area by any Guest of the undersigned in connection with such Event, and (c) any loss, injury or damage described above.

3. Indemnification. The undersigned agrees to indemnify, defend and hold the Association Parties harmless from and against all Claims, including, without limitation, reasonable attorneys' fees and costs, directly or indirectly arising out of or attributable to, in whole or in part, (a) the undersigned’s Event and (b) use/enjoyment of Lake Area by any Guest of the undersigned in connection with such Event.

4. Rules and Regulations. The undersigned agrees that the undersigned and all Guests of the undersigned shall be bound by and shall comply with all Rules and Regulations governing Lake Area.

5. Acceptance. The undersigned acknowledges that he/she has read the above, is fully aware of the legal consequences of signing this Waiver, and has voluntarily signed this Waiver evidencing acknowledgment and acceptance of the above provisions.

Signature

Print Name: _____

Address: _____

Telephone: _____

Date: _____