

Rules and Regulations

Cambridge Home Owners Association

Prepared by
The Board of Directors



“Where ever it is that we live, it’s the place we call home.”

Introduction

The social success of a town home community depends in large part on the rules, regulations and restrictions that govern how residents are expected to conduct themselves. Typically the Covenants, Conditions and Restrictions (CC&R's) subject all unit owners to general covenants, while the Bylaws and Rules and Regulations provide specific guides for day to day living. Without these restrictions and a means to enforce them, the community living experience could become chaotic indeed. Your Board of directors has adopted the following rules and regulations to assure the enjoyment and tranquility of all persons living in the community.

These Rules and Regulations do not supersede or change the CC&R's or Bylaws in any manner. However, they are equally enforceable under the law.

Wherever the word "owner" or "homeowner" appears in this document, it will include tenants and /or occupants. The definition of a "homeowner" is the person or persons whose name(s) appear on the Title. The homeowner is eligible to vote, one vote per household, and able to serve on the Board of Directors. Others in the home are considered residents/tenants. All Rules and Regulations herein will apply to all owners, residents/tenants and /or occupants.

Owners shall be responsible for their tenants' and occupants' actions or misconduct and adherence to the Rules & Regulations of the Association. Each owner shall be responsible for providing their tenants with a current copy of the Association Rules & Regulations.

Rules & Regulations herein may be changed or added to at any time by the Board of Directors. The Board may revoke any consent granted hereunder.

**RECEIPT OF THIS DOCUMENT SHALL CONSTITUTE FORMAL
NOTICE NO ADDITIONAL WARNINGS WILL BE GIVEN.**

**MAKE INQUIRIES OR REPORT VIOLATIONS TO THE PROPERTY
MANAGEMENT COMPANY** Do not take complaints directly to the board.

Board of Directors

Rules and Regulations

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I. Enforcement of Rule and Regulations

In order to enforce the CC&R's, Bylaws, Articles of Incorporation and Rules and Regulations, the Board of Directors may levy, assess, and collect reasonable fines and costs as established by the Board of Directors. The fines will be assessed against the homeowner for violations by the owner, members of his or her family, invitees, licensee, tenants or lessees of such owners. (Whenever the word "owner" is used in this document, the word "tenant" shall also apply.)

II. Standard Fine's To Be Levied In The Case of Violations Are As Follows:

- A. First offence: Warning Letter to Owner
- B. Second Offence: Violation Amount - \$25 - \$50
- C. Third Offence: Violation with higher amount \$75 - \$100
- D. Reoccurring Offenses: Enforcement in Accordance with the determination at the hearing.
- E. Hearing may be requested by Owner/or Board at any time

III. Schedule of Fines

- A. Parking --- \$50 - \$100 per occurrence
- B. Storage on Balcony -- \$50 - \$200 per occurrence
- C. Pet --- \$ 25 - \$50 per occurrence
- D. Landscape -- \$25 - \$200, or the cost of repairs
- E. Other Various Infractions \$25 - \$200 per occurrence
- F. VEHICLES PARKING IN FIRE LANES ARE SUBJECT TO IMMEDIATE TOW. Towing company costs are to be paid by the vehicle owner.**

NOTE: The above list is not intended to be all-inclusive. Additions may be made as required. Fines, etc., may vary and may increase or decrease depending upon the circumstances. Fines, etc., may be at the discretion of the Board of Directors; amounts shall be predicated upon the severity of the violation and may include legal action.

- Homeowners are responsible for damage caused to the common area.

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- All legal fees or costs incurred by the Association to enforce or collect fines will be the responsibility of the unit owner.
- It is each owner's sole responsibility to inform their tenants of all Rule and Regulations. The owner is also responsible for any and all damage caused by their tenants.
- Anyone wishing to report an alleged violation of the Rules and Regulations or CC&R's may do so by contacting the Property Management Company. Violations should be reported in writing. The identity of the person reporting the violation will not be disclosed to the owner involved.
- Failure to pay fines, the voting rights may be suspended.

IV. General Rules

Area Definitions

1. Common Area

Common areas are those outside your front or garage door. They include the walkways, driveway, parkways, lawns, landscaping and fences.

- Driveway – enter and exit property
- Parkway – the area in front of the garage
- Walkway – the area in front of doors

2. Owner Area

Owner areas are the interior and exterior surfaces of the perimeter walls, ceilings, floors, windows, roofs and the doors of each unit. (Patio and back yards are common area personal use.)

V. Common Area

LOITERING IS STRICKLY PROHIBITED AT ALL TIMES

- Any common walkways, parkways or driveways shall not be obstructed or used by any owner for any purpose other than entrance and to exit from the units.

- Any damage done to the general common areas or common personal property, such as breaking the front gate, landscaping destruction or buildings, the homeowner(s) will be required to replace or repair at their cost. Homeowners are responsible for their children, tenants, employee contractors, delivery personnel and guests while they are in the complex.

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- Toys, bikes, skateboards, cleaning supplies, trash containers, etc. are not to be left unattended, locked or chained in the common areas. For safety reasons, basketball structures are not allowed in the common area. Skateboarding, skating & bicycle riding is prohibited on the driveway.
- Garage Sales must be on the outside of the property. The owner must notify the Property Management Co. of date (s) and time, and must have the proper City permit.
- Reservations for the Beltway must be approved by the Board of Directors and the homeowner must advise the Management Company in advance. If a “Jumpie” is to be used you must obtain Liability Insurance from the operator and must be taken down the same day. (NOT LEFT UP OVER NIGHT) Gas generators to power a “Jumpie” are not permitted due to the noise & gas fumes.

VI. Protection of Common Area

- Baseball, football and other ball games are not permitted in the common areas (driveway, parkways or walkways) due to lack of adequate space. No type of ball games against walls (including garage doors) is allowed. Damage caused by said activities shall be the responsibility of the unit owner. Organized ball games is permitted in the Beltway area.
- Homeowners are responsible for any damage to the common areas caused by themselves, or a member of their family, their tenants, their guest or pets.
- Articles of clothing, linens, towels or bathing suits are not to be hung on the balcony, patio fences, and gates or from the window.
- Balcony areas must be maintained to preserve and protect the attractive appearance of the complex. No storage of any kind permitted on the balcony. The only furniture permitted is patio furniture ex. patio chairs and table. No umbrellas allowed on Balcony.
- Planters are not permitted to hang off balcony railing.
- Patio areas (common area–private use) must be maintained by the homeowner to preserve and protect the attractive appearance of the complex. Plants must be trimmed to prevent growth which extends over walls into the common area and when the plants detract from the

surroundings. Plants for patios should be selected with discretion to prevent problems. Homeowners will be billed for any damage to walls or walkways by branches or roots from patio.

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- It is prohibited to discard any item onto the common area. This regulation shall include all discards out the front door, gate, over the fence or discarded out any window. All trash shall be properly discarded.
- No owner may modify or add the exterior of their home without prior approval of the Architectural Committee and Board of Directors and shall be in compliance with the city code. (i.e.- painting, etc.)
- Driving a vehicle of any kind on the lawns or in landscaping is strictly prohibited.
- Garage doors are to be kept closed when unattended.
- Bar-B-Cuing in front of the garage & front door is allowed as long as the BBQ is immediately put away after use.

VII. Noise and Nuisances

All noise must be kept to a minimum throughout the complex pursuant to the Associations CC&R's (Section's 12- pg. 64 & 13- pg. 65)

- Owners, tenants and occupants shall avoid making or permitting to be made loud, disturbing or objectionable noises and avoid using, playing or permitting to be used or played radios, stereos, televisions, amplifiers and any other instruments or devices in such manner as may be unreasonably disturbed owners, tenants or occupants of the others. Persons in other units should not be able to hear sounds emanating from your unit or balcony.
- Owners are urged to exercise restraint in using noise or disturbing the quiet enjoyment of other residents. Loud or disturbing noise should be all quiet by 10 PM in the evening. No disturbing noise is permitted before 7 AM in the morning on weekdays or before 9 AM on weekends.

VIII. Motor Vehicles and Parking

(Driveways, Parkways and Walkways are considered common area as defined by the governing documents of the Association.)

- Homeowners and Tenants are required to use their garages for their vehicles at all times, and not for storage. If residents own a greater number of vehicles than can

be parked in the garage, the vehicle may park within the unit's driveway or the resident may park in the unit assigned Visitor/Guest parking. No more than three vehicles per resident should be parked on common area.

- For those residents who have installed a gym in their garage or are using their garage for any other purpose that prevents from using their garage to park cars, note that other arrangements must be made so that cars can be parked in the garage and not in common areas.

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- Parking of any vehicle on the Driveway is strictly prohibited, except for loading and unloading or during emergency. Signs are posted throughout the community notifying residents and guests of this rule. Unattended vehicles will receive an initial warning notice. Vehicles having received a warning notice and continue to park in violation, shall either be fined or towed at the owner's expense. Owners are responsible for their own vehicles and for the vehicles belonging to their guests. In the case of a rented unit, the owner is responsible for their tenant's vehicles and those of the resident's guests.
- Parking signs are to be strictly adhered to at all times. Signs are posted for the fire lanes, and no parking is allowed at any time. Violators will be subject to warning letters, fines and/or towing at owner's expense.
- Double parking is prohibited at all times.
- The speed limit will not exceed 5 miles per hour. There is to be no racing up or down the driveway. Watch for children playing.
- Storing vehicles in the common area parking is prohibited. All vehicles that are parked for periods longer than 2 days are considered to be stored and are in violation, and are subject to warnings and/or fines. Written permission to allow vehicle in common area parking for longer than two (2) days may be obtained from the Property Management under special circumstances.
- Vehicles with expired plates or in an obvious state of disrepair are not allowed to be parked in common area parking
- There shall be no vehicle repairs allowed in any common area driveways or parkways.
- Residents are responsible for the removal of any oil or grease marks on the driveway or sidewalks made by them. Costs for any oil or grease marks, or damage to any common area or having to be removed or repaired by the Association will be assessed to the responsible owner.
- Washing your vehicle on the property is allowed only if clean up is completed in a timely matter.
- Storage of any motor vehicle, mobile home, RV, camper, commercial vehicle, boat, trucks larger the $\frac{3}{4}$ ton, or trailer in common area parking is strictly prohibited.

- Vehicle Code – Pursuant to Section 13.208B of the California Vehicle Code (CVC) and the Municipal code, all provisions of these codes are enforceable in the complex by citation by the Downey Police Department.

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- Owners of vehicles found to be in violation of the vehicle parking regulations or policy is to be notified of the Associations intent to assess fines or have the vehicle towed at owner’s expense. Once the notice has been given, the Association will wait a minimum of twenty-four (24) hours befor issuing assessments or tow authorization.

NOTE: Fire lane violations are subject to immediate towing per instructions of the City of Downey Fire Department.

IX. Animal Regulations

- Dogs, cats or usual and ordinary household pets may be kept in any dwelling unit.
- Dogs must be on a leash when taken outside the home, and owners must carry the necessary equipment to cleanup after your pet.
- Cats and dogs are not permitted to roam free in common areas, including walkways, driveways & parkways and it is strictly prohibited to tie or chain any animal in the common area. Animal control authorities will be contacted regarding any mistreated, unidentified, unattended or abandoned animals.
- Cats and dogs are not permitted to roam free in the green belt area without complete supervision at all times. However, “supervised play” in the greenbelt area is allowed.
- No animals of any kind shall be raised, bred or kept in any unit, or in the common areas or the association property, except that dogs, cats or other household pets may kept in units provided they are not kept for breeding or for any commercial purposes.
- Barking of dogs in excess is prohibited. Owners of continued barking dogs can and will be fined.

X. Trash

- Trash is picked up every Wednesday by CalMet Services. (If pick up day occurs on a national holiday, pickup is usually a day later than regular pick).
- The trash container is not to be overloaded. If the trash container is full, trash

bags are to be kept in unit garage, or back patio until the trash container has been emptied.

- Oversized items are to be taken to the City Dump, or a service may be called for pick up. All items for pick up must be kept in unit garage until collected.
- Trash containers must be removed from the street and placed in back yard of residence by 12 noon the day following pick up.

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XI. Exterior Attachments

- Satellite dishes shall be secured in a manner, which does not jeopardize the safety or soundness of any structure and/or the safety of any person near the satellite dishes.
- No decorations, unless for holidays will be allowed on the exterior. (Exception – decorative wreaths on front doors)
- No exterior sunshades or awnings are permitted in front of unit.
- No exterior Security Screen Doors and Security Bars are permitted. (Exception – retractable screen doors.)
- Patio covers are not allowed.

XII. Window Coverings

- All windows will be covered with appropriate window coverings.
- Sheets, blankets, boards or other such items are specifically prohibited. Window dressing shall be of a reasonable quality and shall compliment the property.

XIII. Architectural Rules

- No member shall install any screen doors or security bars/roll-ups to any of the exterior doors or windows of their dwellings *except* a retractable type of mesh screen which may be used for the front and/or rear entry doors and may be white in color, or matching colors to your home's exterior trim color.
(Adopted 5/19/2009)
- All painting of any exterior of the home must be approved by the Architectural Committee, including color

XIV. Exterior Modifications and Maintenance of Property

Common area modification or additions are strictly prohibited.

- **LOT MAINTENANCE** Pursuant to Section 4-pg 78 of the CC&Rs the homeowners is responsible for their respective lots and Buildings (improvement). "Each owner of a Lot shall be responsible for maintenance of his Lot and improvements thereto including the equipment and fixtures therein, the interior and exterior walls, the ceiling and roof, the windows-and doors thereof, in a first class, clean, sanitary, workable and attractive condition

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- Each owner shall also be responsible for the repair, replacement, and cleaning of the windows and glass of his/her Lot both exterior and interior.
- The association is held entirely harmless for all past and future Lot and Improvement maintenance responsibilities.
- Homeowners are responsible for the total treatment and repair of termites and termite damage.

XV. Satellite Dishes

- Compact satellite antennas are acceptable and may be installed. All dishes shall be concealed from the driveway, and all cables concealed from the building. All compact satellite antennas are to be mounted either directly on the roof or in a discreet location away from front of the home, driveway and street. No overly sized satellite dishes may be installed.

XVI. Holiday Decorations

- Holiday decorations may be displayed within reason. All holiday decorations must be removed within one week of the holiday. Christmas decorations must be removed by January 2nd.

XVII. Signs and Notices

- Posting of notices, advertisements and signs etc. are prohibited.

XVIII. Meetings

- Meetings of the Board of Directors are held each quarter. Regular HOA meetings will be held twice a year.

XIX. Criminal or Suspicious Activity

- Homeowners are encouraged to be active participants in neighborhood watch. If you observe any suspicious or illegal activity, CALL THE POLICE IMMEDIATELY. (DO NOT CALL 911 – LOCAL NUMBER (562) 861-0771.) Keep the police number by your telephone. You do not need to give your name. Give your report in calm, slow and precise language.

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XX. Disposal of Toxic Waste

- No owner or occupant shall dispose of any toxic material on the complex in a manner, which is inconsistent with local and federal law. The Board of Directors shall empower to levy a severe fine against the owner of the unit whose or occupants have been observed illegally disposing if any toxic material. Toxic materials include, but are no limited to oil, antifreeze, gasoline, paint, etc.

XXI. Collection Policy

Provided by Property Management

XXII. Rentals

- Any homeowner choosing to rent his unit must notify the management company within 10 days of names (s) of the tenants, a description of their vehicle (s) and their tenant's telephone number. Owners shall provide new occupants with a copy of the Association Rules and Regulations

XXIII. Open House & Signs

- One (1) "For Sale" sign may be placed in front of the property outside of the gate.

XXIV. Late Fees and Interest Charges

- California Civil Code Section 1367, Association's CC&R's and /or Bylaws allow the Association to levy late fees when a homeowner fails to pay Association dues or assessments on time. The amount of the late fee is twenty Five (\$25.00) dollars. The law also allows the Association to levy a finance charge (interest) on the unpaid association dues.

XXV. Liens and Foreclosures

- To assure that the interests of the Association are protected, the Association may file a lien against the unit of the owner in arrears. The Association without court action may record the lien, commonly known as a Default Lien. This lien is temporary and may be removed from the unit when paid in full. A stronger and more permanent lien is a Judgment Lien. The Association files this lien when the Association receives a judgment from the court. The Association pays the required recording fee. The Judgment lien will remain on the property for (10) ten years.

XXVI. Forbearance Agreement

- In the process of collection of Association dues or assessments from a cooperating homeowner, the board may decide to enter into a payment agreement with the homeowner rather than foreclosing or taking other action. This document, often referred to as a forbearance agreement, sets forth the conditions and provisions of the agreement. The management company is assigned the duty to assist the Board of Directors in the collection of dues and special charges or assessments.

