

# GAVIOTA HEIGHTS HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

Following are the Rules and Regulations of the Gaviota Heights HOA, which have been adopted by the Board since the last revision in November 2011. There have been some changes. Please familiarize yourself and your family with these rules.

Gaviota Heights is a 48-unit condominium complex made up of many families and individuals living closely together in a relatively small space. Your decision to live in such a community, with its many advantages, signifies a willingness to forego the relatively complete freedom of action possible in a private single-family dwelling. That willingness implies an obligation to respect your neighbors' rights, to modify your habits and actions, to avoid encroachment and irritation, and to be tolerant of your neighbors' minor shortcomings. In other words, you are obligated to be cooperative, courteous, and considerate. The acceptance of this obligation by all members of Gaviota Heights will lead to something we all desire: a pleasant and harmonious place to live.

In order to ensure a uniform understanding of how this objective may be attained the following set of Rules and Regulations have been established. It is our sincere hope that you, the Homeowner, will see them not as a set of annoying restrictions, but as a set of rational guidelines which will protect the rights of each of us to the enjoyment of our living environment, our safety, and the appreciation of our investment.

## A. DEFINITIONS

1. **"Adult"** means any person eighteen (18) years of age or older.
2. **"Homeowner"** means the person or persons holding recorded title of the unit.
3. **"Resident"** means anyone residing in the unit on a permanent basis.
4. **"Tenant"** means anyone renting or residing in the Homeowner's unit.
5. **"Guest"** means anyone visiting a unit, including workmen hired by the Resident, and Delivery personnel. A short term Guest is defined as anyone visiting for a period of less than two weeks. A long term Guest is defined as a Guest staying for a period of more than two weeks, or a Guest who stays on and off for a period of more than two weeks.
6. **"Common Areas"** include the lobbies, hallways, stairwells, garage, roof, railings, elevators, interior courtyard and front lawn.
7. **"Vehicles"** include automobiles, trucks, motorcycles, and mopeds. "Recreational Vehicles" (R. V.) Means motor homes, campers, boats and trailers.
8. A **"Commercial Vehicle"** is described as a vehicle which, in the opinion of the Board, has the obvious appearance of being a commercial vehicle, including but not limited to vehicles that display advertising, have flat or stake beds, or have built-in utility beds.

## B. SECURITY

1. It is the obligation of all residents to protect our home by keeping building doors and gates locked and secured and admitting into the building only people known by them. Suspicious occurrences and/or the presence of unauthorized individuals should be reported to a Board member or other appropriate authority.

2. It is prohibited to prevent unattended doors or gates in the common area from closing and locking. You may place a free standing object in front of the front entry door, in order to keep the door open while furniture is moved in or deliveries are accepted, but someone must be standing next to the door and watching that only recognized owners or other verified acceptable visitors are allowed to come through the door. Do not leave the door open and unattended at any time and do not tie or tape the door open in any way.
3. Garage access remote units cannot be left in vehicles when parked inside the complex. This will reduce the risk of future break-ins with stolen remotes. In addition to "Notice of Warning" and applicable fines, Homeowners will be responsible both for replacement of their own remote units, and the cost incurred for re-programming units for all residents.
4. Homeowners wishing to acquire an additional common area key or to replace a lost common area key must make a deposit of \$100 per key to the Board's agent. It is the responsibility of the Homeowner to issue and monitor keys provided to their tenants.

### **C. VEHICLES AND PARKING**

1. Homeowners/Tenants are not permitted to park in guest parking spaces (spaces 1 through 10) at any time.
2. Guest/visitor's parking is for guests/visitors only. Homeowners/tenants who park in guest/visitor's parking will receive a fine of \$50.00 for first offense, an \$80.00 fine for second offense and vehicle can be towed at owners' expense for the third offense.
3. Guests may park in designated guest-parking spaces (1 through 10) with a permit, which must be obtained from a Board member by the occupant of the unit that they are visiting.
4. Any vehicle, parked in resident parking, may be towed without warning, if it is reported to a Board member that the vehicle is unknown to the owner of the space.
5. Vehicles in resident parking that are inoperable and/or unsightly must be covered with a manufactured car cover.
6. Parking spaces are for vehicles only; not other personal property. Individual parking spaces must be kept neat, free from trash, oil drippings and other refuse. Vehicles, which leak oil, must have a manufactured oil pan placed under the leak. Cat litter, cardboard and other alternatives are prohibited and subject to monthly inspection by Board Members.
7. R.V.'s of any kind are prohibited in the garage.
8. The vehicle speed limit in the driveway and garage is 5 mph.
9. No major repairs may be made to any vehicle parked in any area of the complex. Prolonged running of the engine is prohibited.
10. Residents only are permitted to wash their vehicles at the bottom of the driveway beyond the garage entrance. Washing vehicles in the garage or in front of the building is prohibited. In the event of water rationing, the Board may issue a specific list of regulations, which will supersede this rule.
11. The sounding of horns is not permitted in the driveway or in front of the building. Guests should use the front entry system.

12. Bicycles are to be stored in the bicycle storage room only, not in common areas. Storage of other items in the bicycle room by permission only, and the Board may remove unauthorized items.

#### **D. MOVING IN and OUT**

1. There is a non-refundable \$200 move-in/out fee for each new primary resident.
2. The owner of the unit is responsible for any damages or repairs to the building, which may be incurred as a result of the move.
3. The Board must be notified at least three (3) days prior to a planned move-in or move-out. All new Residents must complete the appropriate paperwork with the Board's agent prior to move-in. Failure to provide said notice will result in a \$300 fine being levied against the unit.
4. "For Sale/For Rent" signs must comply with standard size (6x18") established by Board and must be displayed on the T-shaped frame provided for that purpose only in front of the complex.
5. Owners who wish to rent their units must comply with the requirements of the Gaviota Height's CC& R's, (Article XI Section 2.) which include: prior written notice to the Board of the intent to rent, rental period of 30 or more days, written lease approved by the Board and provisions for the enforcement of Gaviota Height's Declarations, By-Laws and Rules and Regulations, which would include, but not be limited to, a default of said lease. Failure to comply with these requirements, in whole or in part will result in a \$1,000 fine being levied against the unit.

#### **E. COMMON AREAS**

1. Personal property may not be stored in common areas (walkways, stair landings, courtyard, garage, etc.). Personal property left in the common area is deemed abandoned and will be disposed of accordingly.
2. Trash must be disposed of properly: secured in a securely tied trash bag and put in the trash chute in the elevator foyer. Do not overfill trash bags, as they will clog the trash chute. If the trash chute is clogged or overflowing, do not attempt to place any more items in the chute. Junk mail is not to be left on top of the mailboxes or tossed down the trash chute. Cigarette butts, gum, food and candy wrappers, and junk mail should be BAGGED and put in the trash chute and not strewn in planter boxes or walkways. IF YOU MAKE A MESS, PLEASE CLEAN IT UP!
3. It is prohibited to leave trash on the ground around or near the trash receptacle. Each Resident should maintain these areas.
4. Do not throw large boxes, carpeting and other large items, longer than two feet, down the trash chute. These items should be brought down to the trash room which is located directly under the chute. Large boxes are to be broken down before placing in the dumpster which is directly under the chute in the trash room.
5. Small children must be supervised at all times when playing in the common areas. The Association shall not be liable for children injured while playing in the common areas. Parents shall be held liable for any and all damages to common area by their children.
6. Homeowners are responsible for the actions of their Guests, Tenants and Tenants' Guests.

7. There are to be no excessive loud noises before 9:00 a.m. and after 10:00 p.m. including, but not limited to, vacuuming, loud music, TV's, partying, etc. Any person wishing to have a party extended past 10:00 p.m. must get written permission from the Board prior to the event.
8. Loud music, which reverberates through the building, will not be tolerated at any time. This includes music from your unit, vehicles in the garage and in front of the building on the street.
9. In accordance with City of Long Beach curfew, children under the age of 18 must not loiter in common areas after 10:00 p.m.
10. For security purposes, do not buzz anyone through the front gate who is unfamiliar or not visiting you. Police, Fire Department or Ambulance Services should be admitted, once verified.
11. NO SMOKING IS ALLOWED IN THE ELEVATOR.

#### **F. PETS**

1. All animals must be on a leash or in a carrier when in the Common Areas of the complex.
2. Animal traps, provided by animal control, will be placed in the common areas between 8:00 p.m. and 7:00 a.m. on randomly selected dates. Any animals caught between those times will be taken to the animal shelter. Residents are advised to keep their animals indoors between those hours. Please refer to page 32, section 6 of the CC&R's if further clarification is required.
3. Pet defecation in the common areas or parkway in front of the building is to be removed immediately by owner.
4. The Board of Directors reserves the right to request the removal of any undesirable pet, which creates a nuisance by excessive noise, barking, debris, or running loose.

#### **G. DO'S AND DON'TS CONCERNING YOUR UNIT**

1. Windows and glass doors: The exterior lining or surface of drapes, curtains, shades, or other items covering the glass doors and windows and visible from the outside, shall be white or neutral in color. No commercial signs are to be placed in windows or doors with the exception of official Neighborhood Watch signs and alarm company signs.
2. Placement of plants on patio walls must be in approved planters (approved planters have vertical braces to prevent tipping). No plants will be attached to balcony railing, they may create a safety hazard should they break loose and fall or be accidentally tipped off the edge. All plants placed on patios must have a container that holds water runoff. All plants must be placed on stands preventing the plants from being directly on the patio floor.
3. The Board must approve exterior improvement and/or modifications. Requests with plans and illustrations describing desired changes are to be submitted prior to installation or construction. See Article XII of CC&R's citing uniformity restrictions for clarification. The Board may require removal of unapproved modifications, holding Homeowner liable for expenses incurred.

4. Balconies: Patio walls are not to be used for drying laundry, airing linens, miscellaneous storage, etc. Balconies shall be considered as an aesthetic addition to the building and utilized in good taste so as to be generally attractive to other residents. Mops, clothes, rugs, brooms, vacuum cleaner bags, ashtrays, smoking pipes and the like shall not be shaken or emptied from any window or balcony, or in the halls and stairwells. It is not permissible to sweep, throw, or wash from any window or balconies, dirt, dust, cigars, cigarettes, ashes, paper, or other material. Please use a broom, dustpan and trash bag when cleaning balconies. You are responsible for the upkeep of your own decks and balconies. Keep them in good condition.
5. Please be advised that the Federal Communications Commission's 1999 Ruling, concerning free and easy access to alternatives to cable television, renders Article XI Section 5. of Gaviota Height's CC&R's null and void. It is permissible to have satellite dishes without any monopoly restrictions. To date the preferred method of installation has been to hook into the existing wiring in the units and to connect with an already existing satellite dish on the roof, provided that the owner is not interested in cable. Tacking or nailing anything to the stucco of the building should not be done without the consent of the Architectural Committee.
6. Plumbing facilities inside your units should be maintained to avoid excessive use of water and the rising cost to homeowners. (Ex all under sink plumbing, running toilets, dripping faucets, faulty ice makers, dishwasher and washing machines).
7. To prevent neighbors' sink back-up/overflow on the first floor, please avoid pouring grease down garbage disposal in kitchen sinks. Dispose of grease in trash receptacle. This will also help prevent sewer clogs.
8. At least a 48-hour notice must be posted when doing repairs that require the water (hot or cold) to be turned off. To give notice, post a sign with the day and time of the water shut-off, and your unit number, in the elevator, on the bulletin board going out to the garage, and at the glass case above the mail boxes.
9. You are also responsible for the take down of signs when repairs are finished and water is restored. Monday thru Friday between the hours of 9:00 am and 12:00 pm are desired due to the various working shifts of homeowners. You are responsible for seeing to it that your plumber does not turn off the water any sooner than the time posted, and that he turns it back on by the time indicated on your notice. Be sure that your plumber is aware of your time frame and abides by it, since you will be the responsible party, if this rule is broken.
10. Any construction in your unit, professional or do-it-yourself, must be done between the hours of 8 am and 7 pm in accordance with Long Beach City Ordinance. It is the owner's responsibility to clean behind construction workers or self in common area.
11. Leave the BBQ area as you found it. Trash should be picked up and chairs replaced. Make sure all clothing, toys, etc. are picked up. Replace the grill cover neatly. NOTE: Anything left in the BBQ area will be disposed of.

## **H. SUGGESTION BOX**

Please use the suggestion box to report witnessed damage to property by visitors or tenants, and to suggest ways to make our home a safe and better place to live.

## **I. FAILURE TO COMPLY**

Homeowners will be held responsible for failure to comply with Rules and Regulations by themselves, their Guests, Tenants, or Tenants' Guests.

### **CONSEQUENCES:**

#### **Failure to provide a 3 day move-in, move-out notice**

Hearing before Board and \$300 fine.

#### **Failure to use rental lease approved by the Board**

Hearing before Board and \$1,000 fine.

#### **Visitor's parking violations**

1. First violation: Hearing before Board and \$50.00 fine.
2. Second violation: \$80.00 fine.
3. Third violation: vehicle towed

#### **All other rule violations**

1. First violation: A written warning will be issued to the Homeowner.
2. Second violation: A hearing before the Board. Failure to appear constitutes an automatic fine of \$40.00, plus processing fees.
3. Third violation: A fine of \$60.00, plus processing fees.
4. Each time thereafter that the same violation reoccurs; the fine will be doubled. (\$60.00 +\$60.00)