

VIEWPOINT HERMOSA HOMEOWNERS ASSOCIATION, INC.

RULES AND REGULATIONS

I. GENERAL PROVISIONS:

- A. Occupants of each unit shall have the right to enjoy a pleasant, safe community atmosphere at all times. Community disturbances of any kind will not be tolerated. No unit shall be used in such a manner as to detract from or interfere with the reasonable enjoyment of the occupants of another unit. Common courtesy shall be observed at all times with respect to other residents.
- B. During the hours of 9:00 AM to 8:00 PM the Noise Ordinances of the City of Torrance California shall apply. After 8:00 PM and before 9:00 AM there shall be no noise within the complex to disturb another occupant. Accommodation shall be made for residents whose work shift requires them to sleep during the day. No unnecessary noise is permitted at any time. This includes, but is not limited to, televisions, radios, and/or any musical devices, revving of motorcycles, etc.
- C. There shall be no obstruction of the Common Area at any time or for any purpose without the approval of the Board of Directors.
- D. No unit, nor any portion of the Common Area or Exclusive Use Common Areas, shall be used for any purpose which may cause:
 - 1) The property to become uninsurable.
 - 2) Policies of insurance to be cancelled or suspended.
 - 3) Any company issuing insurance to the Association to refuse renewal, or to require an increase in premium for such insurance.
 - 4) The Association to be cited by any law enforcement agency or governmental body having jurisdiction and/or any legal action to be taken against the Association.
- E. Each unit Owner shall maintain their individual unit and Exclusive Use Area, including window coverings in a clean, sanitary and attractive condition so as not to be offensive to the Owner of any other unit.
- F. Any hoses left on patio must be kept on a hose reel. No hose shall be left draped or coiled on the ground.
- G. Washing or cleaning of a patio or deck may not cause a nuisance or interfere with those below or on either side.

- H. Owners/Tenants are expected to maintain security awareness and assure that doors and gates are secure at all times. Gates and doors allowing access into the complex shall NOT be blocked open for any reason
- I. Owners/Tenants are not to abuse the Common Area by littering or causing undue wear and tear on equipment. Cigarette butts especially will not be thrown around the premises.
- J. No unit shall be used for babysitting or day care of nonresident children on an ongoing basis.

II. COMMON AREA

- A. Common Area activities cannot be disruptive to other residents. The Common Area shall not be used for social gatherings. No one is permitted to play on the ground cover, nor in shrubbery. Climbing on walls, gates or fences is not permitted. All owners will be held responsible for the actions of their family, guests, invitees, tenants or residents In this unit.
- B. No personal items may be left in the Common Area unattended.
- C. No person shall plant, remove, prune, cut, etc. any plants within the Common Area without the approval of the Board of Directors. No person shall apply fertilizer, insecticide, fungicide, bone meal, etc. on any Common Area plantings. The Landscape maintenance contractor is responsible for these functions.
- D. Alleyways surrounding the units shall not be used for a play area. Access into the alley shall be exclusively for maintenance or other purposes authorized by the Board of Directors.

III. RECREATION ROOM

- A. The Recreation Room may be used by residents for private parties only. Commercial use is prohibited.
- B. Hours for use are: Sunday through Thursday - 7:00 AM to 11:00 PM
- C. Guests are permitted to use the Recreation Room only when accompanied by a resident.
- D. No publication which solicits or encourages unknown people to attend parties is permitted.

- E. Pets are not permitted in the Recreation Room.
- F. Residents must reserve the Recreation Room.
- G. Written reservations must be submitted to the Board of Directors at least 2 weeks prior to the event. Confirmation of availability and approval may take as long as 10 days, hence, residents are advised to plan ahead. Reservation forms are available from the Board of Directors.
- H. Recreation Room reservations may require a refundable deposit of \$100 for cleaning and/or damages.
- I. Recreation Room reservations apply only to the room and not to the spa area.
- J. No excessive noise or music that would disturb others is permitted.
- K. Residents reserving the Recreation Room are responsible for seeing that it is cleaned according to the following guidelines:

- 1) Empty and clean all trashcans and/or ashtrays. Take all trash with you.
- 2) Sweep the floor, vacuum the carpet.
- 3) If the sink area is used it must be cleaned out.
- 4) Any items brought must be taken home.
- 5) All windows and doors must be closed and locked and lights turned out before leaving.
- 6) All refreshments must be kept within the confines of the Recreation Room. No drinks or food are permitted in the spa area.
- 7) All furniture must be returned to original position if moved.
- 8) Cleaning for daytime parties must be completed by the end of reservation time.
- 9) Cleaning for evening parties must be completed by 10 AM the following morning.
- 10) The deposit will be refunded if the above guidelines are followed, no further cleanup is required and there has been no damage of any kind.

IV. SPA

- A. Entry gate into spa area is to be closed and locked at ALL times.
- B. Hours during which the spa may be used are :
 - 1) Sunday through Thursday - 9:00 AM through 10:00 PM
 - 2) Friday and Saturday - 9:00 AM through 11:00 PM

- C. Children under the age of 14 shall be accompanied by an adult 21 years of age or older at all times when such children are within the fenced spa enclosure.
- D. Children under the age of 14 are not allowed in or near the spa and shall not use the spa for any purpose unless accompanied with an adult, and at their own risk.
- E. The occupancy limit of the Spa is four (4) persons maximum.
- F. Food and all kinds of glass containers are strictly prohibited within the fenced area enclosure at all times.
- G. Running, ball throwing, skateboarding, and bicycling are strictly prohibited within the fenced spa enclosure at all times.
- H. Jumping and horseplay in the spa is strictly prohibited.
- I. Alcoholic beverages of any kind are strictly prohibited within the spa area at all times.
- J. Persons not capable of controlling their bodily functions are not permitted in the spa.

WARNING: Use of a spa during or following the consumption of alcohol is DANGEROUS and may be fatal!

V. VEHICLES

- A. No vehicle, trailer, motor home, truck, camper, boat, motorcycle, or bicycle may be parked in the Common Area of the Property at any time.
- B. All Common Area “guest parking” spaces shall be for VISITOR USE ONLY and shall not be used by any resident.
 - 1) For the purpose of this provision, a resident is defined as any individual whose domicile is on the Property for more than two (2) days in any thirty (30) day period.
 - 2) GUEST PARKING IS LIMITED TO A 24 HOUR PERIOD. VIOLATORS MAY BE SUBJECT TO TOW-AWAY AND/OR DISCIPLINARY ACTION BY THE ASSOCIATION AT OWNERS’ EXPENSE.
- C. No vehicle shall be operated anywhere on the property at any speed in

excess of five (5) miles per hour.

- D. No vehicle or boat shall be contracted or repaired anywhere on the Common Area.
- E. Vehicles which have oil leaks must have a metal drip pan with oil-absorbent material placed underneath the vehicle. This applies to the guest parking as well.
- F. All vehicles must be in running condition. Junk cars are not permitted. Vehicles that drip oil and great may not remain in such condition.

VI. NON-MOTORIZED WHEELED CONVEYANCES:

The use of bicycles, skateboards and roller skates in the Common Area may result in an incompatible use of space intended for motor vehicles and/or pedestrians. Consequently, use of bicycles, skateboards, and roller skates anywhere in the Common Area inherently results in a danger.

The Board of Directors has established these rules regarding the use of bicycles, skateboards and roller skates on the property.

A. BICYCLES:

- 1) All persons riding bicycles in the Common Area do so at their own risk. Children, under the age of 14, riding in the Common Area shall be accompanied by an adult at all times.
- 2) No bicycles shall be ridden on any walkway of the Common Area at any time by any person.
- 3) Resident and guests who wish to use a bicycle off the Common Area walkway shall walk the bicycles at all such times as the bicycle is being transported across the Common Area walkways.

B. ALL OTHER WHEELED CONVEYANCES:

- 1) No person shall use a skateboard or roller skates within the Common Area at any time.
- 2) Residents and the non-resident guests of an Owner who wish to use a skateboard or roller skates off the Common Area shall carry their skateboard or roller skates at all such times as the skateboard or roller skates are being transported across the Common Area.

C. HANDICAP ACCESS

Rules A and B above do not apply to conveyances required for the handicap access of residents or authorized guests.

VII. TRASH AND GARBAGE

- A. No Owner shall place or maintain any trash container in the Common Area at any time.
- B. No Owner shall maintain a trash container within his Unit in such condition as to emit odor, make the Property unsanitary, provide a breeding place for insects, or to be offensive or detrimental to the Property or any other unit.
- C. All trash and garbage shall be immediately placed in the dumpsters provided by the Association upon its removal from any unit. Care shall be taken to ensure that no litter is left in the dumpster area.
- D. Dumpster lids shall be left closed after trash is placed in the dumpster.
- E. All garbage shall be enclosed in a plastic trash bag, properly sealed with an appropriate closure, before being placed in a dumpster.
- F. All cardboard and corrugated cardboard cartons shall be broken and crushed before disposal in a dumpster.
- G. No hazardous waste (cleaners, insecticides, solvents, oil, paints, etc.) shall be disposed of in the dumpsters. Hazardous materials shall be transported off the property and properly disposed of by the Owner.
- H. Any items, large or small, that are not picked up by the trash company shall be removed and disposed of at owners' expense.

VIII. ANIMALS AND PETS

- A. Dogs, cats, and/or other household pets may be kept, provided they are not raised, bred or maintained for commercial purposes.
- B. No animal shall be kept in violation of residential zoning codes.
- C. Each Owner shall be absolutely liable for unreasonable noise or damage to person or property caused by any animal kept or brought onto the Property by that Owner, his family, guest, invitee, tenant or resident in his unit.
- D. Animals must be kept within the confines of the unit and/or Exclusive Use Common Area appurtenant to the unit, or on a leash being held by a person capable of controlling the animal.
- E. Each Owner shall be held absolutely responsible for the clean-up of the defecation of any animal kept or brought onto the property by that owner,

his family, guest, invitee, tenant, or resident in his unit.

F. The alley surrounding the units is strictly off limits to all pets.

IX. ARCHITECTURAL

- A. It is the intent of the Association to maintain a pleasant environment and harmony in our community. The CC&R's will govern any alterations, additions, decorations, etc. to exterior walls. Prior approval must be obtained from the Board of Directors before initiating any of the above.
- B. Balconies and patios may be tastefully decorated with plants, flowers and other appropriate outside furniture or suitable decorations. The Board of Directors will be the sole judge of the acceptability of decorations and prior approval is recommended.
- C. No potted plants or planter boxes shall be placed on balcony ledges.
- D. Installation of screen doors is not permitted on any unit main entry.
- E. No permanent revisions shall be made to doors or windows such as alterations to accommodate pet access to Common Areas.
- F. Any furniture on patio must be specifically designed as patio or garden furniture.
- G. No clothes lines, laundry, athletic equipment, dog houses, mops, brooms, stacks of wood, rags, toys, towels, trash bags, or any other offensive belongings shall be placed on any building, wall or within any patio area.
- H. Obstruction of walkways and entrance is prohibited.
- I. WINDOW COVERINGS:
 - 1) Curtains, drapes, shutters or blinds visible from the Common Area may be installed as window covers as long as they are consistent with the décor and existing color scheme of the Association.
 - 2) No tinting or other light-reducing material shall be applied to any window without prior approval of the Board.
 - 3) No window shall be covered with aluminum foil or any other reflective material.
 - 4) No signs, pictures, sheets or blankets shall be hung in windows.
- J. ALTERATIONS:
 - 1) There shall be no alterations or construction in the Common Area.

2) There shall be no alteration or construction to the exterior of any unit, or any change(s) to the exterior of any unit, without the written approval of the Board. This provision shall include (but is not limited to):

- a.. Patio covers.
- b.. Window awnings.
- c.. Screen doors.
- d.. Window screens (other than replacement of defective or worn screens with the same type as those replaced.)
- e.. Gates or Fences.

3) Plans and specification of a proposed alteration to the exterior of any unit must be submitted to the Architectural Committee, and approved in writing by the Board. Such plans and specifications shall show the nature, kind, color, shape, height, materials, and the location of the proposed alteration.

4) Alterations to the interior of any unit or installation located therein which would have a material effect on another unit are not allowed without the prior written approval of the board.

K. ANTENNA:

1) No television, radio or other electronic antenna or device of any type shall be erected, placed, or allowed to remain on any unit or in the Common Area unless the same has been approved in writing by the Board.

2) No device or equipment shall be connected to the community antenna system in such way as to materially degrade derived signals. Any such connection shall be immediately corrected by the responsible Owner upon notice from the Association and all expense incurred by the Association in locating the source of the problem shall be borne by the responsible Owner.

X. SIGNS

A. There shall be no posting of handbills anywhere within the complex without prior approval of the Board of Directors. The main gate bulletin board is available for the homeowners' use.

B. Without prior Board approval, no sign of any kind shall be permitted on the Property.

C. With prior Board approval, "For Sale" and "For Lease" signs may be posted if:

- 1) No sign is attached to any building or permanent structure on the property other than a structure the Association has erected

- specifically for the purpose.
- 2) No sign is more than eight by twenty-four inches.
- 3) The location of each sign has been specifically approved. Note: Consultation with a Real Estate agent regarding sign placement is advised, prior to soliciting Board approval.
- D. No sign shall be approved for display in any window, nor shall any sign be placed or displayed in any window of any unit.

XI. COMMERCIAL USE

Units are to be used for residential purposes. No unit shall be used for any commercial purpose which shall cause:

- 1) Entry on the property of any person other than an Owner or bona fide resident.
 - 2) Entry onto the property of any vehicle other than those regularly used by an Owner or bona fide resident.
 - 3) Storage on the property of any goods, merchandise, vehicles, or service equipment.
 - 4) Use of any portion of the Common Area in connection with such business.
 - 5) The property to become uninsurable.
 - 6) Policies of insurance to be cancelled or suspended.
 - 7) Any company issuing insurance to the Association to refuse renewal, or to require an increase in premium for such insurance.
- B. No unit address shall be used as a business address, except for purposes of the operation of the Association.
- C. No unit shall be used for any business purpose so as to obstruct or interfere with the enjoyment of the occupants of another unit, or annoy them unreasonably.

XII. LEASE/RENTAL OF A UNIT:

- A. Each owner must provide the Management Agent with the following information before a new tenant moves into the unit:
- 1) The name(s) of the tenants.
 - 2) Home and work telephone numbers of the tenant(s).
 - 3) Vehicle license numbers, color, make and model.
 - 4) Emergency telephone numbers of the tenants.

- B. No Owner or tenant may subdivide a unit. No Owner or tenant may lease or rent less than an entire unit.
- C. The Owner of any leased or rented unit shall deliver to the tenant(s) and shall obtain a written acknowledgement of receipt from the tenant(s) for:
 - 1) A copy of the Covenants, Conditions, & Restrictions (CC&R's) of the Association.
 - 2) A copy of the By-Laws of the Association.
 - 3) A copy of the Rules and Regulations of the Association.
- D. All leases and rental agreements shall be in writing.
- E. Each lease and rental agreement shall provide that:
 - 1) The terms of such lease or rental agreement are subject to the provisions of the CC&R's, By-Laws, and Rules and Regulations of the Association.
 - 2) Any failure of the tenant(s) to comply with the terms of such documents shall be a default under the lease or rental agreements.
- F. No unit may be leased for transient or hotel purposes.
- G. "For Lease" or "For Rent" signs shall be permitted only in compliance with the provisions of Rule X (SIGNS).

XIII. ENFORCEMENT:

- A. Each Owner shall be held strictly responsible for his acts and the acts of each of the residents tenants, guests, and invitee of his unit.
- B. The Board of Directors has established the following enforcement policy for all violations of the provisions of the covenants, Conditions & Restrictions, By-Laws, and/or the Rules and Regulations of the Association:
 - 1) First Offense within a 12-month period - \$25.00 Penalty
 - 2) Second Offense within a 12-month period - \$50.00 Penalty
 - 3) Third offense within a 12-month period - \$100.00 Penalty
 - 4) Fourth and subsequent offenses within a 12-month period - increasing increments of \$50.00 per offense.
 - 5) The Board of Directors may also place restrictions upon the use and/or hours of use of facilities such as parking, spa, recreation room or "guest parking" in instances where offenses relate to the use of such facilities.

