

# **RULES AND REGULATIONS**

**ROSECRANS GARDENS HOMEOWNERS ASSOCIATION, INC.**

1239 W. Rosecrans Avenue Gardena, CA 90247

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# **RULES AND REGULATIONS**

## **ROSECRANS GARDENS HOMEOWNERS ASSOCIATION, INC.**

Questions regarding the content of these Rules and Regulations should be directed to:

<b>If you are a Homeowner:</b>	<b>If you are a Tenant:</b>
Contact HOA Property Management	Contact Your Landlord

ASSOCIATION LIVING REQUIRES THE FULL COOPERATION OF ALL RESIDENTS. IT IS IMPORTANT THAT EACH OWNER/RESIDENT FAMILIARIZE THEMSELVES WITH THE FOLLOWING RULES AND REGULATIONS, IN ORDER TO ENSURE THAT ALL RESIDENTS OF ROSECRANS GARDENS HOMEOWNERS ASSOCIATION, INC. ENJOY THE COMMUNITY.

The fundamental purpose of the Association Rules and Regulations is to provide a basis for protecting members' equity in the development, maximizing enjoyment, ensuring the continued aesthetic beauty of the community, and providing the framework within which people can live in harmony.

These Rules are intended as a supplement to the Declaration, not a replacement of any provisions, of the Declaration not referenced in this document remain in full effect and must be adhered to by all Owners and Residents. It is the responsibility of each Owner to make their guests, residents, and tenants aware of the restrictions of the governing documents. However, it is the Owner, as a member of the Association who remains responsible for the conduct of residents, tenants, vendors, and guests. Many Owners include in their lease/rental agreement a termination and/or eviction clause in the event of a violation of the Association's Declaration, CC&R, Bylaws, or Rules and Regulations by the tenant.

The Board of Governors establishes and enforces these Rules, manages the financial affairs of the Association, and oversees the operation and maintenance of the Association facilities and the Common Area. In each of these areas, a contracted Management Company assists the Board. This document may be changed by the Board periodically as needed.

THE FOLLOWING RULES AND REGULATIONS APPLIES TO ALL OWNERS, TENANT, RESIDENTS, GUESTS, AND VENDORS...UP TO, BUT NOT LIMITED TO THE FOLLOWING, AND SHALL BE SUBJECT TO FINES, AND/OR LEGAL ACTION, AND/OR EVICTION FOR ANY VIOLATIONS FOR THE FOLLOWING:

## **I. ALL: GENERAL RULES**

1. Rosecrans Gardens HOA Inc. property is considered a commercial building, and absolutely No Smoking is allowed at anytime on ALL common areas, and any smoke fumes entering the common area will be subject to fines and/or subject to eviction. In addition, no Drugs are allowed at anytime on the property, and may result in fines, and reported to local law enforcement, and/or subject to eviction.
2. Guests, tenants/residents, and vendors must abide by all Rules and Regulations in force at all times. In addition, Residents/Owners are responsible for the conduct and actions of their guests/tenants/vendors.
3. All lots, except community common area lots shall be known and described as residential lots and shall be used for no purpose other than residential purposes.
4. No part of a lot or dwelling shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such nonresidential purpose.
5. You may not sell items (manufactured, created or purchased) in any manner anywhere on the property.
6. No Owner/Tenant/Resident may lease such Owner's lot or improvements thereon for hotel, motel or transient purposes. Any lease that is either for a period of fewer than thirty (30) days or pursuant to which the lesser provides any services normally associated with a hotel, shall be deemed to be for transient or hotel purposes.
7. No noxious, illegal, or offensive activities, including but not limited to, repair of automobiles or other motorized vehicles shall be conducted within the Association.
8. Nothing shall be done on or within the Association that may become an annoyance or nuisance to the residents of the Association or that in any way interferes with the quiet enjoyment of Residential Lots, including the playing of loud music.
9. Noise that is unreasonably loud, raucous or jarring to persons within the area of audibility at anytime is declared to be a public nuisance and subject to Board and Civil action.
10. Residents are encouraged to contact the Gardena Police non-emergency phone number for all noise violations that occur on the public streets (if applicable) located within the association.
11. There is no storing of personal items in any part of the common areas (all areas outside of the individual unit). This includes, but is not limited to: tents, gazeboes, toys of any size, household items, and all other items/objects.
12. No washing of cars or any types of vehicles are permitted at anytime.
13. Temporary (plastic/air-filled) pools, or items requiring large quantities of water to fill, as deemed by Board of Directors, are not permitted at anytime.

**Important notice for Owners who are Landlords:**

1. An Owner (homeowner) shall be entitled to rent the dwelling situated on the Owner's lot, subject to the restrictions contained in the Declaration, unless told otherwise in writing by the Board of Directors. In addition, the Owner (aka homeowner) is fully responsible for their tenants.
2. All sales and rentals of units must have a written acceptance letter by the Board of Governors or HOA property management, and may be subject to an orientation interview prior to moving in. Applications may be obtained from the Association office or Property Management Company. The Association requires 10 days to process any application.
3. Any rental or leasing agreement shall be in writing and shall provide that the lease or rental agreement is subject to the Declaration, the By-Laws, Articles, Architectural Guidelines and the Association Rules and Regulations, and shall provide that any failure to comply with any provisions of the Declaration, the Bylaws, Articles, Architectural guidelines or Association Rules and Regulations, shall be a default under the terms of the rental or lease agreement and the renter may be subject to fines and/or eviction at the Owner's expense.
4. Owners cannot retain the right to use common area facilities if their tenants are given those rights.
5. Owner must supply management with a signed Crime Free Lease Addendum within fifteen (15) days of tenant occupancy.
6. Owners are responsible for their vendors, and the Association will not be responsible for any unauthorized work by a service company.

*Note: No Board of Directors or HOA Property Management will negotiate, deal, solve, or meet with any Landlord's Tenants. All rights in negotiation, and dealings relating to Rosecrans Gardens property is the right of the "Owners" only, not the tenants/residents.*

**II. EXTREMELY SERIOUS VIOLATIONS**

1. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or off the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.s.c. 802]).
2. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or off the said premises.
3. Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless or whether the individual engaging in such activity is a member of the household, or a guest.
4. Resident, any member of the resident's household or a guest, or another person" under the resident's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled

substance as defined in Health & Safety Code 11350, 11351, 11377, 11378, 11550, and 11379.6, at any locations, whether on or off the dwelling unit premises.

5. Resident, any member of the resident's household, or a guest or another person under the resident's control shall not engage in any illegal activity, including: prostitutions defined in Penal Code §647(b); criminal street gang activity, as defined in Penal Code § 186.20 et seq.; assault and battery, as prohibited in Penal Code §240/242; threatening or intimidating as prohibited in California Penal Code 422; burglary, as prohibited in Penal Code §459; the unlawful use and discharge of firearms, as prohibited in Penal Code §245, including but not limited to the unlawful discharge of a weapon, on or off the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage, as defined in California Civil Code; sexual offenses, as prohibited in Penal Code §269 and 288, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent or actual serious property damage.

ANY VIOLATIONS OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.

A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the Rosecrans Gardens Homeowner's Association, Inc. CC&R, Bylaws, and Articles shall govern.

### III. ANIMALS

1. Only domestic animals that are kept as household pets, and are not kept, bred, or raised for commercial purposes are permitted to be maintained within the Association.
2. No homeowner or resident shall maintain or keep more than one (1) domestic dog over 20 pounds (fully grown adult size) and/or one (1) domestic cat over 20 pounds (fully grown adult size).
3. Animals are to be properly licensed with the City of Gardena at all times, including shots and vaccines. Any pet that is not licensed is subject to immediate removal by animal safety.
4. Each person bringing or keeping a pet within the Association shall be absolutely liable to other Owners and their Guests for any damage to persons or property caused by any pet brought upon or kept upon the Association by such person or by members of his/her family or his/her guests.

5. Each Owner shall clean up after their animals. Washing animal waste is not allowed at any time. Please ensure that you clean up and dispose of animal waste as it occurs.
6. Do not leave your pet unattended at any time anywhere on Rosecrans Gardens Homeowners Association, Inc. property.
7. Animals belonging to Owners, Tenants/Resident, or Guests must be kept within an enclosure or on a leash held by a person capable of controlling the animal. Animals are not to be leashed or tied to any building structure, any trees or posts on the property.
8. Owners are responsible for adhering to all pet/animal laws established by the City of Gardena and/or the County of Los Angeles.
9. Animals walked within the common areas of the Association must be on a leash no longer than 7-feet.
10. No person may keep any animal that is determined by the Board to be a nuisance to other residents in the community. The Board has the power and discretion to determine whether the types or numbers of animals kept in a residence are a nuisance, and the Board shall have the power to abate the nuisance through any legal procedure that is available to the Association.
11. A pet deposit fee of \$100.00 per pet may be required, prior to moving into the building at the Board of Director's discretion.

#### **IV. BUSINESS OR COMMERCIAL ACTIVITIES**

1. No part of the properties shall ever be used for any business, commercial, (including auctions or similar events), manufacturing, mercantile, storage, vending, vehicle or equipment repair, any lease or rental agreement under which the Residence would be occupied by number of persons in excess of the maximum occupancy permitted under applicable law, and transient occupancy purposes (such as vacation rental, hotel, motel, inn, or similar temporary lodging) or other nonresidential purposes, including without limitation any activity for which the provider is compensated in any way or receives any form of consideration, regardless of whether the activity is engaged in full or part-time, generates or does not generate a profit, or requires or does not require license.
2. Additionally, the provisions of this section shall not preclude any of the following:

The hiring of employees or contractors to provide maintenance, construction or repair services that are consistent with the Governing Documents; Rental or leasing of a Residence to Declarant for use as a sales office, model homes or parking are for any period of time; Exercise by Declarant of any rights reserved to it under article 15; Health care facilities operating as business or charity and serving the sick, elderly, disable, handicapped, or retarded which are permitted by law or ordinance that preempts the CC&Rs; Family day care center for children, which are specifically authorized by California Health and Safety Code Section 1597.40 and other applicable state statutes.

## V. CLUBHOUSE

1. Clubhouse availability: Monday to Friday 10:00 am-7:00 pm only.
2. When the clubhouse is available for use, homeowners (not tenants) must fill out an application through HOA Property Management four weeks in advance, asking permission from the Board of Governors, and the homeowner must sign a liability waiver, and any damages caused by the homeowners, tenant, or guests will be charged to the homeowner. In addition, failure to clean the clubhouse after use may result in incurring additional fees charged to the homeowner. In addition, any noise complaint shall result in shutting down the activities, and result in fines and loss of clubhouse access. Reservation fees and/or deposit minimum of \$200-\$500 may apply and must be paid at least two weeks in advance prior to pool house access, at the discretion of the board of directors.
3. Members of the Board of Governors observing a violation of the clubhouse rules may immediately revoke clubhouse use privileges.
4. Absolutely no drugs, alcohol, or smoking are allowed at anytime, and will result in fines and/or eviction of the tenants/residents.

*Note: Clubhouse Use Rules may be obtained from the HOA Property Management.*

## VI. COMMON AREA RULES

1. Common areas (all areas not inside your unit) can **only** be used for through foot traffic (Example: getting from point A to point B), and never to be used as a playground, babysitting area, or other group activities.
2. Using skate board, bicycle, roller skates/blades, or any toys with wheels on Association property is prohibited at all times.
3. No drugs, alcohol, or smoking allowed at anytime in the pool area or pool house area, and may result in fines and/or eviction.
4. Shirts, Pants, and shoes are required at all times.
5. Any items left in the common area at anytime will be removed and disposed without prior notice, at the owner's expense.

## VII. NUISANCE ACTIVITIES

1. Nuisance activities may not be undertaken in the community or any public streets abutting the community, or exposed to the view of other units or Association Property without the Board's prior written approval.
2. Nuisance activities include the following: Hanging, drying or airing clothing, fabrics or unsightly articles or objects in any place that is visible from other units, Association Property or public streets; The creation of unreasonable levels of noise from parties, recorded music, radios, television or related devices, or live music performances; The creation of unreasonable levels noise from a barking dog or other animal kept in the neighborhood ( e.g., chronic daily nuisance barking by a dog over extended periods of time); Repair or maintenance of vehicles or mechanical equipment; Outdoor fires, except in portable barbecue grills, and fire pits are not allowed at anytime anywhere on the property. Any additional activities deemed by the Board of Directors, City of Gardena, or County of Los Angeles to be a nuisance.

3. Outdoor storage of bulk materials or waste materials are not allowed at anytime, and will be removed without notice, and the owner will be subject to fines and/or cleaning fees.
4. Any activity which may (i) increase the rate of insurance in the community, (ii) result in cancellation of the insurance, (iii) obstruct or interfere with the rights of other owners or the Association, (iv) violate any law or provisions of the Declaration or the Rules and Regulations, or (v) constitute a nuisance or other threat to health or safety under applicable law or ordinance are not allowed.

#### **VIII. PARKING RULES:**

1. Garages shall be used for the parking of the number of vehicles intended to be contained in the garage such that at all times at least two (2) automobiles can be parked and contained entirely within the garage parking area and such spaces shall not be converted for other uses. After all originally designed spaces in an Owner's garage and driveway have been used for the parking of automobiles, an Owner and its Guests may park on the streets on a temporary basis and in accordance with the Association Governing Documents including these Association Rules & Regulations and the code-/ordinances/laws and enforcement as mandated through the Gardena Police Department. Each Condo Unit is assigned two (2) parking spaces for garage parking. No guest parking or oversized vehicle parking are available in the parking garage at the Association property, and will be subject to towing at the car owner's expense, and owner will be subject to fines.
2. The speed limit within Rosecrans Gardens Homeowners Association, Inc., shall never be more than is safe for existing circumstances and never more than 5 miles per hour. In addition, no vehicle shall be operated within Rosecrans Gardens Homeowners Association, Inc. in a manner that is unsafe or presents a danger to the safety of persons or property.
3. All vehicles operating within the Association property shall be duly licensed and operated as required by the California Vehicle Code, including noise abatement, and shall be driven by legally licensed drivers.
4. Parking spaces should not be used to store non-operating vehicles. If a vehicle is cited as being non-operative or unregistered, it will be subject to the normal enforcement procedure and the owner asked to remove the vehicle to an off-site storage facility. If the owner refuses to move the vehicle, it is subject to towing at the owner's expense.
5. No vehicles shall be parked in alleys, blocking entrances/exits, or "No Parking" zones at anytime. Any vehicle may be towed without a violation notice if it is in a prohibited parking area. Any vehicle that lacks an engine, transmission, wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely on the highways, is subject to a violation letter, and/or towed at owner's expense.
6. Storage: No boat, golf cart, mobile home, commercial vehicle, recreational vehicle, recreational motor home, trailer of any kind, truck camper, or commercial vehicle shall be kept, placed, maintained, parked, constructed, reconstructed or repaired within the Association at anytime.



## IX. POOL RULES

1. Pool hours are 10:00am to 6:00pm local time Monday through Sunday; Board of Directors holds the right to close down the pool at anytime for any reason without prior notice.
2. The swimming pool (if open) in the community is for the use and enjoyment of all residents of the community. Responsible use of facility will increase the safety, reduce the expenses and maximize the pleasure we derive from them.
3. The use of the pool is expressly limited to residents including homeowners and tenants only (no guests). The community does NOT have lifeguards on duty. Therefore, homeowners, tenants, and all others must use the pool at THEIR OWN RISK, and hold harmless Rosecrans Gardens Homeowners Association, Inc. and All Homeowners at 1239 W. Rosecrans Avenue, Gardena, CA 90247. In addition, for safety purposes, persons under the age of fourteen (14) are not permitted in the pool without direct parental supervision.
4. Only swim suits are allowed in the pool, and any damages to the pool resulting from negligence of any individual will be charged to the homeowner.

## X. TRASH/REFUSE

1. Trash shoot is CLOSED on Monday, Wednesday and Fridays from 6am-3pm, due to the trash bins are on the street awaiting pick-up. Due to sanitary reasons, residents must take trash to the orange trash bin on 141<sup>st</sup> place, and should never put trash on the ground, or leave anywhere outside of trash bins/trash shoot.
2. All garbage and refuse must be placed in closed garbage bags. Do not overfill.

## EXAMPLES OF FINES, BUT NOT LIMITED TO THE FOLLOWING:

All fines will be issued per occurrence:

Illegally Parked Vehicles: Towed at owner's expense, and/or \$50 fines

Illegal Handicap Parking: Towed at owner's expense, and/or \$50 fines

Dumping Objects or Oil in Drains: Full cost of damages, and/or \$50 fines

Littering: \$50.00

Loitering: \$50.00

Graffiti: \$50.00

Leaving Trash out: \$50.00

Illegally hopping fence: \$50.00

Pet Violation: \$50.00

Loud Music: \$50.00

Leaving Large Items or Furniture: \$100.00

Smoke fumes entering the common area: \$50.00

Keycard for Pool and Pool House (new/replacement): \$50.00

**All other violations: \$50, except for violations resulting in any damages to property.**

It is the policy of the Rosecrans Gardens Homeowners Association, Inc. (the "Association") to protect the rights and privileges of the Homeowners ("members") and to enforce the governing documents (CC&R's, By-Laws and Rules and Regulations) of Rosecrans Gardens Homeowners Association, Inc. Pursuant to the authority vested in the Board of Governors of the Association by the CC&R's and its By-Laws, the following system has been established for penalties and fines. A member shall be responsible for the acts or omissions of his/her guests, renters, lessees or invitees.

### COMPLAINT PROCESS

<b>If you are a Homeowner:</b>	<b>If you are a Tenant:</b>
Email or Write HOA Property Management	Contact Your Landlord

Any member (Owner) may submit a complaint to the Association. Complaints made to the Association, must be in writing for the Association to begin enforcement proceedings. If immediate relief is needed, the Association recommends that the resident call Gardena Police first, then submit the complaint in writing to the HOA management company. If the Board of Governors declares a homeowner unacceptable, the Board of Governors may seek a court injunction to eliminate the unacceptable behavior and require the homeowner to pay court and legal fees. If the Board of Governors declares a tenant unacceptable, the owner of the unit is responsible for evicting the tenant, and if the owner does not comply, then the board of director has the discretion to evict the owner's tenant at the owner's expense.

### THE VIOLATION PROCESS

The Violation Process is the responsibility of the "Owner", not the tenant, and all processes require the action of the "Owner" (aka Homeowner), not the tenant. Board of directors will not negotiate with tenants, guests, or owner's vendors.

Fines may be levied by action of the Board of Directors after notice and a hearing, in accordance with the Board of Director's schedule.

Subsequent offenses same violation: Notice of Violation, Notice of Hearing, Civil and/or Criminal action.

CRIME FREE LEASE ADDENDUM

Unit \_\_\_\_\_

As part of the consideration for lease of the dwelling unit identified in the lease, Resident agrees as follows:

- 1. Resident and Resident's Occupants whether on or off of the property; and Resident and Resident's Occupant's guests and invitees, are prohibited from:
  - a. Engaging in any criminal activity, including drug-related criminal activity, on or off the said premises. Drug related criminal activity shall mean the illegal manufacture, sale, distribution, use, possession and possession with intent to manufacture, sell, distribute, or use of an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
  - b. Engaging in any act intended to facilitate criminal activity or permitting the dwelling unit to be used for criminal activity.
  - c. Engaging in the unlawful manufacturing, selling, using (being under the influence of), storing, keeping or giving of an illegal or controlled substance as defined in Health and Safety Code 11350, 11351, 11377, 11378, 11550, and 11379.6, at any locations, whether on or off the dwelling unit premises.
  - d. Engaging in any illegal activity, including, but not limited to: prostitution as defined in Penal Code 647(b); criminal street gang activity as defined in Penal Code 186.22 et seq.; threatening or intimidating as prohibited in Penal Code 422; assault and battery as prohibited in Penal Code 240/242; including but not limited to the unlawful discharge of a firearm as prohibited in Penal Code 245; burglary as prohibited in Penal Code 459; possession of stolen property as prohibited by Penal Code 496; sexual offenses as prohibited in Penal Code 269 and 288, on or off the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage, as defined in California Civil Code.
- 2. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious, material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease. Proof of such a violation shall not require a criminal conviction, but shall only require a preponderance of the evidence.
- 3. Resident hereby authorizes property management/owner to use police generated reports against Resident for any such violation as reliable direct evidence, and/or as business records as a hearsay exception, in all eviction hearings.
- 4. In case of conflict between the provisions of this addendum and any provisions of the lease, the provisions of this addendum shall govern.
- 5. Resident also agrees to be responsible for the actions of Resident's occupants, Resident's guests and invitees, and Resident's occupant's guests and invitees, regardless of whether Resident knew or should have known about any such actions. A guest or invitee shall be anyone who Resident or Resident's occupant gives access to or allows on the premises or in the rental unit.
- 6. This Lease Addendum is incorporated into the lease or renewal thereof, executed or renewed at any time between Landlord/Manager and Resident/Lessee.

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Manager's Signature/Property Name

\_\_\_\_\_  
Date