

# **RULES AND REGULATIONS**

ROSECRANS GARDENS HOMEOWNERS ASSOCIATION, INC.  
1239 W. Rosecrans Avenue Gardena, CA 90247

**Adopted on September 24, 2020**

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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:

If you are a Homeowner: Contact HOA Property Management	If you are a Tenant: Contact Your Landlord
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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 (“Rules”) is to provide a basis for protecting Owners' 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 CC&Rs, not a replacement of any provision, the CC&Rs 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 CC&Rs, Bylaws, or Rules by the tenants.

The Board of Directors (“Board”) 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 APPLY TO ALL OWNERS, TENANTS, RESIDENTS, GUESTS, AND VENDORS, UP TO, BUT NOT LIMITED TO THE FOLLOWING, AND SHALL BE SUBJECT TO FINES, AND/OR LEGAL ACTION FOR ANY VIOLATIONS OF THE FOLLOWING:

**I. ALL: GENERAL RULES**

1. Absolutely no smoking, vaping or use of e-cigarettes is allowed at any time in ALL Common Areas including patios and balconies and the garage. Illegal drugs are not allowed on the property, and will result in fines, reporting to local law enforcement,

and/or legal action. "Smoking" shall include, but not be limited to, any practice by which a substance, whether tobacco, marijuana or any other substance, is burned for the purpose of inhaling its smoke. "Vaping" means inhaling water vapor to obtain nicotine, cannabis or any other substance. "E-cigarette" means an electronic device that vaporizes liquid nicotine, cannabis or any other substance.

2. Guests, tenants/residents, and vendors must abide by all Rules in force at all times. In addition, residents/Owners are responsible for the conduct and actions of their guests/tenants/vendors.
3. All units shall be used for no purpose other than residential purposes.
4. No part of a unit 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. You may not sell items (manufactured, created or purchased) in any manner anywhere on the property.
5. Patios, balconies and any area right outside the units are to be kept clean, neat and free of clutter and debris shall not be visible from the Common Area or other units.
6. No noxious, illegal, or offensive activities, including but not limited to, repair of automobiles or other motorized vehicles shall be conducted within the Association.
7. 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 the residents. Noise should be kept at a minimum between the hours of 8 PM and 9 AM.
8. Noise that is unreasonably loud, raucous or jarring to persons within the area of audibility at any time is declared to be a nuisance and subject to enforcement and/or legal action. There shall be no live music or commercial DJ equipment used or played in the Association.
9. Residents are encouraged to contact the Gardena Police non-emergency phone number for all noise violations that occur within the Association.
10. There is no storing of personal items in any part of the Common Area (all areas outside of the individual unit). This includes, but is not limited to tents, gazeboes, bikes, potted plants, clothing, skateboards, household items, and any other personal items or objects.
11. No washing of cars or any type of vehicle is permitted at any time.
12. Temporary (plastic/air-filled) pools, or items requiring large quantities of water to fill, as deemed by the Board, are not permitted at any time.

## **II. LEASE AND RENTAL LIMITATIONS**

1. Owner shall be entitled to rent Owner's unit, subject to the restrictions contained in the CC&Rs, unless told otherwise in writing by the Board. In addition, the Owner is fully responsible for their tenants and must provide their tenant with the Association's Rules and ensure compliance with them. Tenant's phone number must be provided to management in case of emergency.
2. Any rental agreement shall be in writing. In addition, Owner, tenant and Association shall execute a "Lease Addendum" supplied by the Association. Owner and tenant shall agree, at a minimum, to the following terms: (i) the lease is for the entire Unit; (ii) Owner transfers any right to use Common Area facilities to the tenant; (iii) no assignments or subleases are permitted; (iv) the lease is for not less than one (1) year and Owner cannot re-lease the Unit if tenant moves out before tenant's one year lease has been completed; (v) tenant agrees to comply with the Association's Governing Documents and be subject to the same disciplinary procedures and fines as Owners; (vi) Owner assigns rents to the Association in the event Owners becomes sixty (60) days delinquent in the payment of assessments to the Association; (vii) tenant shall carry renter's insurance; (viii) Owner grants the Association the power to institute an unlawful detainer action on his/her behalf for violation of the terms of the Lease Addendum; and (ix) in the event of a conflict, the terms of the Lease Addendum supersede the terms of any other agreement between Owner and tenant. In the event a Lease Addendum is not executed as described above, Owner and Association shall nonetheless be bound by the terms of this section as though the Lease Addendum had been executed.
3. Owners may not retain the right to use Common Area facilities if their tenants are given those rights.
4. Owner must supply management with a signed Crime Free Lease Addendum within fifteen (15) days of tenant's occupancy.
5. Unit may not be rented for transient, hotel, fractional or similar purposes or any time-sharing arrangement under which occupancy rights for specific periods are distributed between two or more persons. Unit may not be advertised in any manner that would give the appearance they are available as short-term, transient or time-share rentals. Units may not be listed with Airbnb, VRBO, Flipkey, Homeaway or any other service that promotes short-term, transient or time-share rentals. Unit may not be used as a temporary shelter or half-way house.

## **III. EXTREMELY SERIOUS VIOLATIONS**

1. Resident, members of the resident's household, a guest or other person under the resident's control shall not engage in criminal activity or any act intended to facilitate criminal activity, including drug-related criminal activity, on or off the Association property. "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 USC 802]).

2. 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 of whether the individual engaging in such activity a member of the household, or a guest.
3. 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.
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A single violation of any of the provisions of these Rule can be deemed a serious violation and a material and irreparable non-compliance at the discretion of the Board. It is understood that a single violation shall be good cause for termination of a lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction. In case of conflict between the provisions of the addendum and any other provisions of the lease, the provisions of the Rosecrans Gardens Homeowner's Association, Inc. CC&Rs, Bylaws, and Articles shall govern.

#### **IV. 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 Owner 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 down a drain 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, 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. 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's discretion.

**V. 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 a 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 a 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; Health care facilities operating as business or charity and serving the sick, elderly, disabled, handicapped which are permitted by law or ordinance that preempts the CC&Rs; Family day care center for children which is specifically authorized by California Health and Safety Code Section 1597.40 and any other applicable state statutes.

## **VI. CLUBHOUSE**

1. Clubhouse availability: Monday to Friday 10:00 am-7:00 pm only.
2. When the clubhouse is available for use, Owners (not tenants) must fill out an application through HOA Property Management four weeks in advance, asking permission from the Board, and the Owner must sign a liability waiver, and any damages caused by the Owners, tenant, or guests will be charged to the Owner. In addition, failure to clean the clubhouse after use may result in incurring additional fees charged to the Owner. 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 a deposit of \$200-\$500 will apply and must be paid at least one (1) week in advance prior to clubhouse access, at the discretion of the Board.
3. Absolutely no drugs, alcohol, or smoking is allowed at any time in the clubhouse and will result in fines and/or legal action.

## **VII. 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 for gatherings of any kind. Loitering is not allowed in the Common Area walkways.
2. Except for a wheelchair or electric scooter or similar device when used or operated by a mobility-disabled person, wheeled transportation devices, including bicycles, scooters, skateboards, roller skates, and rollerblades are prohibited on walkways within the Association for the protection of pedestrians using them.
3. No illegal drugs, alcohol, or smoking is allowed at any time in the pool area, clubhouse or any Common Area and may result in fines and/or legal action.
4. Shirts, pants, and shoes are required at all times.
5. Any items left in the Common Area at any time will be removed and disposed without prior notice, at the Owner's expense.

## **VIII. NUISANCE ACTIVITIES**

1. Nuisance activities may not be undertaken in the Common Areas or any area exposed to the view of other units or the Common Area.
2. Nuisance activities include but are not limited to the following: Hanging, drying or airing clothing, fabrics or unsightly articles or objects from a balcony, railing or awning or in any place that is visible from other units, Common Area or public streets; the creation of unreasonable levels of noise from parties, recorded music, radios, television or related devices, live music performances; the creation of unreasonable levels noise from a barking dog or other animal kept in the Association ( e.g., chronic daily nuisance barking by a dog over extended periods of time); repair or maintenance

of vehicles or mechanical equipment; outdoor fires are not allowed at any time anywhere on the property and fireworks or any type of explosive materials anywhere on the property including the patio, balcony, garage and driveway. Any additional activities deemed by the Board, 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 any time, 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 insurance, (iii) obstruct or interfere with the rights of other Owners or the Association, (iv) violate any law or provisions of the CC&Rs or the Rules, or (v) constitute a nuisance or other threat to health or safety under applicable law or ordinance are not allowed.

## **IX. 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 each space 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 guests may park on the streets on a temporary basis and in accordance with the Association Governing Documents including these Rules and the code/ordinances/laws and enforcement as mandated through the Gardena Police Department. Each Unit is assigned two (2) parking spaces for garage parking. No guest parking or oversized vehicle parking is available in the parking garage at the Association property and will be subject to towing at the car owner's expense, and Owner may 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 any time. 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 any time. Please see Vehicle Code for definitions of the above listed vehicles.
7. Any open parking spaces in the garage that are not currently assigned to a Unit, may be rented to residents on a month to month basis for \$50.00 per month, price is subject to change by the Board. Each Unit may only rent one (1) additional space unless there are not other Units interested in renting a space. Please see HOA management for open space availability and current pricing.

#### **X. POOL RULES**

1. Pool hours are 9:00am to 8:00pm daily. Board holds the right to close the pool at any time 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 the facilities will increase the safety, reduce expenses and maximize the pleasure we derive from them.
3. The use of the pool is expressly limited to residents including Owners and tenants only (no guests). The community does NOT have lifeguards on duty. Therefore, Owners and tenants must use the pool at THEIR OWN RISK, and hold harmless Rosecrans Gardens Homeowners Association, Inc. In addition, for safety purposes, only proficient swimmers age sixteen (16) or older may be in the pool or in the pool area without direct adult supervision. Only proficient swimmers should be in the deep end of the pool.
4. Swimsuits must be worn in the pool, and any damages to the pool resulting from negligence of any individual will be charged to the Owner.
5. All persons must shower before entering the pool. Persons having currently active diarrhea, or who have had active diarrhea within the previous 14 days are not permitted to enter the pool. Persons who are incontinent are not permitted to enter the pool.
6. Running, pushing, diving, dunking others, and rough play are prohibited in the pool area. Climbing over the pool fence is not allowed. No items are permitted in the swimming pool except small inflatable objects. Glass and other breakable containers or objects are prohibited in the pool area.
7. Users of the pool area must remove and clean up any trash, and/or other items they brought to the pool area.

## **XI. TRASH**

1. Trash chute is CLOSED on the days the trash bins are on the street awaiting pick-up. Please check the current schedule for exact days and times. When trash chute is closed, residents must take trash to the orange trash bin on 141<sup>st</sup> Place. Trash should never be left on the ground, in the Common Area in front of unit, in front of trash chute door or anywhere outside of trash bins/trash chute.
2. All garbage must be placed in closed garbage bags. Do not overfill.
3. All bulky items such as furniture, appliances, construction materials etc. are not to be left in the Common Area, resident must call to schedule a pick-up by the waste management company. If bulky items are left out and Association is required to remove the item(s), Owner will be responsible for the cost.

## **XII. BARBECUES**

Charcoal burners and other open-flame cooking devices shall not be operated anywhere on the property, including patios, balconies, parking garage and driveway, except in designated barbecue areas.

## **XIII. SECURITY CAMERAS**

1. The Association has security cameras installed throughout the community. There is no guarantee that the Association will always have these cameras installed and in use, they may be removed or not working at any time without notice for various reasons.
2. While the sole purpose of any security video camera is to provide increased security for the residents, Owners, tenants and guests of the Association, the Association makes no representation, promise, or guarantee that the installation or operation of any security video camera will serve as a deterrent to any crime.
3. Owners do not have a right to view recordings taken from the Association's security cameras, however in certain circumstances the Board will allow an Owner to review them. The Owner must submit a written request to the Board containing their name, unit number, date and time of the footage requested, a description of the incident and the reason for the request.

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) of Rosecrans Gardens Homeowners Association, Inc. Pursuant to the authority vested in the Board 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> Email or Write HOA Property Management	<b>If you are a Tenant:</b> Contact Your Landlord
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Any resident or 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 declares an Owner's behavior unacceptable, the Board may seek fines, enforcement, a court injunction to eliminate the unacceptable behavior and require the Owner to pay court and legal fees. Owners who lease their Unit shall be responsible for assuring their tenants comply with the Association's Governing Documents. An Owner's failure to take legal action against his/her tenant who is in violation of the Governing Documents (including the institution of proceedings in unlawful detainer) within ten (10) days after receipt of written demand to do so from the Board shall entitle the Association to institute unlawful detainer proceedings on behalf of such Owner and against the tenant. Any expense the Association incurs, including attorneys' fees and costs of suit, shall become a special assessment against the unit.

### **XIV. ENFORCEMENT AND FINE POLICY**

The violation process is the responsibility of the Owner, not the tenant, and all processes require the action of the Owner, not the tenant. Board will not negotiate with tenants, guests, or Owner's vendors. Fines and suspension of privileges may be levied by action of the Board after notice and a hearing, in accordance with the enforcement policy.

These policies are Operating Rules as defined in the Davis-Stirling Common Interest Development Act and, to the extent they conflict with any previous Operating Rules, supersede and prevail over such previous rules. All Operating Rules, whether characterized as rules, policies, procedures and otherwise are subject to the provisions of the CC&Rs.

#### 1. Enforcement Procedure.

- a. *Report Violation:* Any resident, Owner, Director, or rules enforcement personnel claiming a violation must complete, sign, and submit a written alleged violation report to the Board at a Board meeting, or to the Association's manager during regular business hours. No anonymous reports will be considered unless the information can be independently verified.
- b. *Determine Merit:* The Board will determine, in an executive session meeting, if the alleged violation has possible merit and, if so, give notice as provided in the next paragraph. If not, the Board will indicate why further action was not taken in the executive session minutes.
- c. *Give Notice of Alleged Violation:* Following an initial showing of merit, the Board will send a Violation Notice to the Owner, stating the nature of the alleged violation(s), the provision(s) of the governing documents violated and

the Owner's right to appear before the Board at a hearing in executive session on at least 10 days' notice by any means authorized under Civil Code §4040 for individual delivery, before imposing a monetary penalty (fine) and/or any other discipline. No courtesy notice or warning is required.

- d. *Conduct Hearing in Executive Session:* All disciplinary hearings with the Board will be held in executive session. The Owner responsible for the alleged violation may be heard, orally or in writing, and may present evidence, including witness testimony and documents.
- e. *Take Action:* If the Owner is found to have violated the governing documents, the Board may exercise any appropriate option allowed under the governing documents or the law, including:
  - i. Seek any legal remedy, including, without limitation, imposing a lien and/or foreclosure on the Owner's property, where allowed by law;
  - ii. Impose one or more monetary penalties (fines);
  - iii. Allow the Owner a reasonable period of time to correct any ongoing violations, such as architectural or nuisance violations;
  - iv. Correct (or cause to be corrected) the violation. Then, after a further notice and hearing, impose a reimbursement assessment upon the Owner for the costs and expenses of doing so, including attorneys' fees, when allowed by law;
  - v. Suspend membership privileges, such as recreational Common Area rights (but not voting rights), effective no sooner than five (5) days after the notice of disciplinary action;
  - vi. Initiate Internal Dispute Resolution and/or Alternative Dispute Resolution as allowed by law;
  - vii. Take the matter under consideration to allow the submission of additional documentary or other evidence, or further investigation to be conducted, after which the decision on whether to impose any discipline will be considered at a future executive session meeting.
  - viii. Take no disciplinary action for a first-time violation when circumstances warrant. However, the violation and justification for taking no action should be noted in the Owner's file.
- f. *Give Notice of Decision:* The Owner will be notified of any disciplinary action rendered by the Board within 15 days after the decision.

## 2. Disciplinary Hearing Procedure.

- a. *Statement of Violations.* The acting chairperson of the meeting will make a statement of the alleged violation(s).
- b. *Presentation of Evidence.*
  - i. Each party (including the Board where appropriate) may make an opening statement, orally or in writing, starting with the complaining party's case.
  - ii. In turn, beginning with the complaining party, each party may produce documentary evidence and testimony. Each party may then cross-examine the opposing party and the opposing party's witnesses. Witnesses providing testimony (orally or in writing) must appear and be subject to cross-examination.
  - iii. Each party may make a closing statement, orally or in writing.
  - iv. Formal rules of evidence will not apply, and all evidence should be considered. The Board will give whatever weight it feels is appropriate to each piece of evidence.
- c. *Failure to Exercise Rights.* Any party may choose not to exercise any rights during the hearing process (e.g. not give an opening statement). Even if an accused party chooses not to attend the hearing and be subjected to cross-examination, the Board may not automatically find the accused to be in violation. The accusing party, including the Board, must still present or possess sufficient evidence to prove the violation. A non-attending accused may present other evidence or witnesses to provide testimony supporting his or her case. But the accused may not submit his or her own written statements or written statements of witnesses unless they also subject themselves to cross-examination.
- d. *Additional Hearing Rules.* The Board may specify other reasonable rules for the hearing such as limiting the length of time of the hearing, provided the alleged violator can confront and cross-examine the accuser and the witnesses (if their personal knowledge is necessary to prove the claim), and other corroborating evidence of the violation, and be heard and present evidence in his or her own defense.
- e. *Preparation for Deliberation.* After receiving all evidence, the alleged violator, complaining party and witnesses are excused. If the complaining party is a director, with no personal stake in the dispute, such director may remain.
- f. *Deliberation and Decision.* The Board will discuss, deliberate and decide what action to take if any. The Board may take the matter will be taken under submission, provided a final decision is made at a subsequent executive session meeting within 35 days after the original hearing. Notice to Owner

must be given within 15 days of a decision to impose disciplinary action, if any. No notice is necessary if the Board takes no disciplinary action. The accuser is not entitled to any notice of action taken or not taken.

3. Monetary Penalty (Fine) Schedule and Policies. If the Board finds a violation of the governing documents, a monetary penalty (fine) may be imposed for each separate violation of the governing documents, subject to the following additional provisions:

- a. Examples of fines, not limited to the following:
  - i. Illegally parked vehicles: Towed at owner's expense, and/or \$50 fine.
  - ii. Illegal handicap parking: Towed at owner's expense, and/or \$50 fine.
  - iii. Dumping objects or oil in drains: Full cost of damages, and/or \$50 fine.
  - iv. Littering: \$50.00
  - v. Loitering: \$50.00
  - vi. Graffiti: \$50.00
  - vii. Leaving trash out: \$50.00
  - viii. Climbing over pool fence: \$50.00
  - ix. Pet violation: \$50.00
  - x. Loud music: \$50.00
  - xi. Leaving large items or furniture out in Common Area: \$100.00
  - xii. Smoke fumes entering the Common Area: \$50.00
  - xiii. All other violations: \$50, except for violations resulting in damage to property which may also result in a reimbursement assessment.
- b. For violations which are not continuous:
  - i. If an Owner violates the same provision of the governing documents on two separate occasions within any 12-month period, the Owner will be subject to a monetary penalty (fine) of up to \$100.00 for the second violation.
  - ii. If the Owner violates the same provision three or more times within any 12-month period, the Owner will be subject to monetary penalties (fines) for the third and subsequent violations of up to \$200.00 each.
- c. For continuous violations, such as architectural, ongoing nuisance, rental violations, or otherwise:
  - i. Continuous violations will be considered a violation every day from the first day of the violation until remedied in full for at least 30 days.
  - ii. Continuous violations are subject to a monetary penalty (fine) of up to \$50.00 per day for every day of the violation, whether consecutive or not, until the violation is remedied, subject to a maximum monetary penalty (fine) of \$1,000.00 per calendar month.

- iii. Continuous Violation Example 1: A homeowner engages in short-term rentals in violation of the governing documents and the Association imposes a continuous fine of \$50 per day after notice and a hearing. The homeowner continues the violation the following week by renting over four-day periods once per week for four consecutive weeks in a single calendar month. The short-term rental violation occurred on 16 non-consecutive days in a single calendar month and the Association may properly impose, without further notice or hearing, monetary penalties of \$800.00 upon confirmation of the violations.
  - iv. Continuous Violation Example 2: A homeowner smokes on his/her patio in violation of the governing documents and the Association imposes a continuous fine of \$50 per day. The homeowner stops smoking for a week, but the resumes five days per week for three weeks for a calendar month. Then the homeowner goes on vacation for 30 days before returning and resuming smoking. The smoking violation occurred on 15 non-consecutive days for which the Association may impose, without further notice or hearing, monetary penalties of \$750.00 upon confirmation of the violations. However, after the 30-day lapse in violations, the matter is deemed fully remedied and a new notice and hearing must be given for any subsequent violations.
- d. Multiple violations, whether non-continuous or continuous, may be addressed in one or more Notice(s) of Intent to Impose Discipline to the Owner and may be the subject of and heard at one or more executive session hearing(s).

All monetary penalties (fines) and reimbursement assessments are due upon notice given and are delinquent 15 days after they become due.

- 4. Remedies. Unless prohibited by other governing documents, and when permitted by law, the Association may take legal action or correct, remedy or cure a violation, and seek a reimbursement assessment against the Owner, or file a memorandum of costs or motion for attorneys' fees, to recover costs, expenses and attorneys' fees incurred by the Association.
- 5. Reimbursement Assessment. If a violation is found which causes the Association to incur a financial obligation or expense, then the Owner responsible for the violation will be subject to a reimbursement assessment in the amount of the obligation or expense incurred by the Association after proper notice and a hearing to the extent allowed by law.
- 6. Liens on Fines; Prohibition Against Non-Judicial Foreclosure. A monetary penalty (fine) imposed by the Association as a disciplinary measure for failure of an Owner to comply with the governing documents, may be treated as and is hereby an assessment that may become a lien against the Owner's separate interest, but such lien may not be enforced by the sale of the interest under Sections 2924, 2924b, and 2924c (non-judicial foreclosure).

**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

**ROSECRANS GARDENS HOMEOWNERS ASSOCIATION  
LEASE ADDENDUM**

This supplemental lease agreement (“Agreement”), also known as a “Lease Addendum,” is by and between the following parties:

ROSECRANS GARDENS HOMEOWNERS ASSOCIATION (“Association),

\_\_\_\_\_ (“Tenants”), and

\_\_\_\_\_ (“Member”).

A. Tenants wish to lease from Member the property located at:

\_\_\_\_\_.

B. As provided for in the Association’s Restated Declaration of Covenants, Conditions and Restrictions (“CC&Rs”), no Member may lease or rent their unit without obtaining the Tenants’ written acknowledgement of the terms set forth in this Addendum.

THEREFORE, the parties hereto agree as follows:

1. Possession and Membership Privileges. Subject to the terms of this Agreement, the Association and Member both agree to transfer use privileges to Tenants as to the Member’s Exclusive Use Common Areas and the Association’s Common Areas during the term of Tenants’ lease or rental of the Unit.
2. Lease or Rental is for Entire Unit. Member agrees to lease the entirety of his possessory interest in the Unit to Tenants and retains no right to possess any part of the Unit.
3. Term of Lease. Tenants warrants that the term of his or her lease with Owner is for a term not less than that which is required by the CC&Rs, if any. If Tenants vacates the property for any reason before the term has expired, Member may not re-lease the Unit until the minimum lease or rental term mandated by the CC&Rs has expired.
4. Tenant Bound by Governing Documents. Member shall provide Tenants with a current set of the Association’s governing documents, including, but not limited to, the CC&Rs, Bylaws, and Rules and Regulations and any other documents governing use of the property and conduct by the homeowners and their tenants and guests (collectively, “Governing Documents”). Tenants shall be subject to and follow the Association’s Governing Documents and agree to be subject to the same disciplinary procedures and fines that apply to owners.
5. No Right to Assign or Sublease. Tenants shall not assign or sublease the Unit, or any interest therein, in whole or in part, to any other person.

6. Occupancy Restriction. Tenants understand that the Association's CC&Rs limit the number of persons that may reside in a Unit to no more than can be reasonably and comfortably accommodated therein, which has been determined to be two (2) per bedroom and one (1) additional person.
7. Notification of Change in Tenants. In the event one or more of the Tenants named on this agreement are replaced, Tenants shall promptly notify the Association in writing of the identity of the new Tenant(s).
8. Renter's Insurance. Prior to receiving possession of the Unit and membership privileges, Tenants shall furnish the Association with a certificate of insurance evidencing (i) a renter's insurance policy with appropriate limits to cover Tenants' personal property within the Unit and (ii) personal liability coverage of not less than \$1,000,000.00 per occurrence. Such insurance shall be endorsed to state that coverage shall not be canceled except after at least thirty (30) days prior written notice to the Association by certified mail. Tenants shall keep the insurance in full force and effect for as long as Tenants shall have possession of the Unit. Failure to maintain the insurance in full force and effect shall (i) constitute a default of this Agreement; (ii) automatically terminate Tenants' right of possession which the Association may enforce by means of an unlawful detainer action against Tenants; and (iii) automatically cancel Tenants' membership privileges.
9. Assignment of Rents. Tenants understands that, as security for the payment of the Member's assessments to the Association, Member has assigned to the Association the right, power and authority to collect the rental income from the Unit in the event that Member becomes delinquent in the payment of his or her assessments to the Association. Tenants agree to make rent payments directly to the Association, upon demand by the Association following notice and a hearing with the Member, until the Association notifies the Tenants the delinquency is cured.
10. Failure to Abide by Governing Documents. Tenants understands and agrees that failure to abide by the Governing Documents and/or this Agreement may result in (i) suspension of Tenants' access to the on-site common or recreational facilities, (ii) monetary penalties or fines, (iii) legal action against Tenants to enforce the governing documents, and/or (iv) Tenants' eviction from the Unit.
11. Hold Harmless. Tenants agrees to hold harmless the Association and its officers, directors, committee members, members, employees and agents from all claims for damages, demands and liabilities arising out of (i) Tenants' lease or possession of the Unit, and (ii) Tenants' use of the Association's common areas.

12. Conflicting Provisions. This Agreement is supplemental to and supersedes any conflicting terms and conditions which may exist in the lease agreement between Member and Tenants.

Member: \_\_\_\_\_ Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Tel.: \_\_\_\_\_

Tenant: \_\_\_\_\_ Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Tel.: \_\_\_\_\_

ROSECRANS GARDENS HOMEOWNERS ASSOCIATION

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
President