

# *Emerald Glen Homeowners Association*

## **RULES AND REGULATIONS**

Adopted November 15, 1986

Revised October 14, 2008

### **INTRODUCTION:**

One of the major objectives of the Emerald Glen Homeowners Association is to create a beautiful residential community without imposing restrictive policies on its residents. However, basic rules are necessary to clearly define what is expected of each owner with reference to the common areas within Emerald Glen. Therefore, the following Rules and Regulations reflect the conditions set forth in the Declaration of Covenants, Conditions and Restrictions (CC&R's) as well as a common sense approach to living in a condominium complex. You should also carefully read the CC&R's.

As condominium residents, we at Emerald Glen enjoy the many advantages of community living in a quality development. By sharing expenses, we are able to have recreational facilities, landscaping, and exterior maintenance at less cost than we would in a single family home. Residents are freed from many of the usual responsibilities of home ownership.

In exchange for these benefits, we must adjust our activities in consideration for our neighbors. What may be perfectly acceptable in an individual home may well create serious problems in a large complex like Emerald Glen. Living as close as we do to each other requires greater awareness of the responsibility to our neighbors.

The rules simply spell out what experience indicates is necessary for this complex to function for the good of all residents. These rules have the same force and effect as the CC&R's and are in conjunction with them. These rules also supersede all previously adopted rules.

Please take time to read these rules completely. As applicable, explain the rules to your children and tenants. We recommend that you keep the rules handy for re-reading and reference.

Should you have any questions, please call Classic Property Management, Inc. hereinafter known as "the management company".

# **RULES AND REGULATIONS**

## **A. PRIVACY**

As condominium residents, we enjoy the community atmosphere and close relationship with friends and neighbors. We also want our privacy and we should respect the privacy of others. Because we live with common walls, one of the serious infringements on privacy is noise. It is important for each of us to consider the noise factors under which our neighbors must live and to do what we can to be considerate.

1. Residents, their children and guests must control noise in units and in common areas, including balconies and walkways, so as not to disturb other residents.
2. All noise levels should be reduced after 10:00 P.M.
3. Place organs, pianos, stereos and other vibrating sound equipment away from common walls. Noise or sounds that can be heard outside of or through the walls of your unit during normal use and occupancy is considered unreasonable and excessive noise.
4. No electronic equipment may be used poolside or on the common areas, including patios and decks, unless utilizing earphones.

## **B. CHILDREN**

It is the responsibility of the parents to see that their children comply with all of the Rules and Regulations of the Association including the following:

1. To avoid potential injury, skateboards, bicycle riding or other wheeled objects are not permitted on interior walkways.
2. Ball playing is not permitted in the interior common areas. Balls are not to be bounced against garage doors or building walls.

## **C PETS**

The CC&R's limit the keeping of pets as follows:

“Animals – Two domesticated dogs, cats or other commonly accepted household pets, caged birds, and fish in a household aquarium may be kept and maintained in a unit, provided such pets are kept for non-commercial purposes, and further, provided such pets shall not in the opinion of the Board create an unreasonable annoyance or nuisance.

1. Except on patios and decks, residents shall accompany their pet whenever outside. Residents shall keep their pets under control at all times. "Under control" for dogs means on a leash.
2. No pets are permitted in the pool area at any time.
3. When homeowners are away from their unit, animals must be kept indoors and not on patios and balconies; except where properly installed pet doors allow access to patios and balconies..
4. Pet maintenance equipment and pet food must be kept inside the unit and not on patios or balconies.
5. Pet owners must restrain pets from defecating in the common area. Pet owners are responsible for immediate clean-up.
6. You are responsible for any damage or injury caused by your pet or a guest's pet. You further indemnify the Association, it's Board of Directors, officers, employees, manager and/or staff, and to hold it and/or each of them harmless from and against any and all loss, cost, liability or expense of any kind caused by your pet.

#### **D. AUTOMOBILES**

Parking at the complex is limited and residents are directed to park in resident parking spaces. Residents are not permitted to park in the designated guest parking spaces between the hours of 8:00 A.M. and 10:00 P.M. daily. Because parking can become a problem if there is non-compliance with the rules, each owner, resident and their guests are asked to fully co-operate with the rules to avoid any problems.

1. Guest parking is limited to seventy two (72) hours at any one time and only when the guest is present within the complex without prior approval by the Board of Directors. A vehicle may not be parked in the same parking space, except in garages, for over 72 hours without being moved. If additional time is required, please contact the management company.
2. To ensure maximum utilization of the available parking spaces, vehicles must be parked between the lines and fully within the parking space. **NO PARKING AT ANYTIME IS PERMITTED IN THE DRIVEWAYS AND FIRE LANES.** Parking in the driveways and fire lanes may result in fines and possible towing at the owner's expense.
3. Large trucks, trailers, campers, recreational vehicles, boats or similar equipment are not allowed within the complex, except to make deliveries and provide service.

4. Inoperative, unsightly vehicles may not be parked or otherwise maintained within the complex.
5. Vehicle owners are responsible for cleaning up oil and other fluid spills caused by their vehicles.
6. The speed limit within the complex is five (5) miles per hour.
7. Parking violators will be subject to fines and having their vehicles towed at the owner's expense.
8. Only vehicles with a current registration and license may be operated or parked within the complex. The only exception is vehicles stored within the garages.

**E. POOL AREA**

**NO LIFE GUARD IS ON DUTY! USE THE POOL AND SPA AT YOUR OWN RISK.**

1. Subject to all of the following rules, the pool and adjacent spa shall be used only during the posted hours.

8:00 A.M. to 10:00 P.M.	Monday through Thursday and Sunday
8:00 A.M. to 11:30 P.M.	Friday and Saturday
2. The gate is to remain closed at all times.
3. Children under the age of fourteen (14) years who are using the pool or spa must be supervised by a responsible adult resident. An adult resident is defined as any person eighteen (18) years of age or older who lives within the complex.
4. When using the pool and spa, make as little noise as possible because sound carries extraordinarily well to the surrounding units.
5. The use of the pool and spa is expressly limited to owners, residents and their guests. All others are expressly prohibited from using these facilities. As the care and maintenance of our pool area is a major expenditure of our Association fees, each of us are directly affected by vandalism and abuse of the facility, equipment and furnishings. Vandalism and Trespassing should be reported immediately to the Torrance Police and the management company.
6. No running, pushing or horseplay in or around the pool area will be permitted.

7. No diving or jumping is permitted in or around the pool.
8. No surfboards or other large objects of this nature are permitted in the pool. Swim fins capable of marking up pool curbs are not permitted.
9. Reasonable caution must be exercised when using both the pool and spa. Hot water immersion while under the influence of alcohol, narcotics, drugs or medicine may lead to serious consequences and is not recommended. Also, long exposure may result in nausea, dizziness or fainting. Do not use alone. You indemnify the Association, its Board of Directors, officers, employees, manager and/or staff, and hold it and/or each of them harmless from and against any and all loss, cost, liability or expense of using the pool and spa.
10. Owner/residents are not permitted to adjust any controls other than the timer. Anyone adjusting any controls will bear the cost of any damage resulting from such an adjustment.
11. Proper swim attire must be worn at all times.
12. Before entering the pool or spa, all persons should shower.
13. No glassware of any kind is allowed in the pool or spa areas. Food and beverages in unbreakable containers are allowed in these areas and must be disposed of properly.
14. The pool and spa may not be reserved for private parties.
15. Unless utilized with headphones, no electronic equipment may be used in the pool or spa areas.
16. Lounges and chairs may be “reserved” or held for an absent person for no longer than fifteen (15) minutes. All pool furniture should be returned to its original location after use. Patio furniture may not be removed from the pool area.
17. Lock restroom facilities and turn lights off when you leave the pool area.
18. Report inoperative or missing equipment to the management company.
19. The pool and spa will be heated from March 15 through October 31 subject to change based on annual operating costs.
20. Damaged pool keys will be exchanged for a new key at a cost of \$25. Lost keys will be replaced at a cost of \$100.

## **F. TRASH**

1. Be sure that all smoking materials, barbecue and fireplace ashes are cold before throwing such objects into the trash bins.
2. To prevent odor and for sanitary purposes, please put all trash in well secured trash bags. Nothing shall be left outside the trash bins.
3. Boxes are to be flattened and disposed of in the designated recycling bins.
4. People who drop trash on the way to the disposal or elsewhere are responsible for immediate clean-up.

## **G. ARCHITECTURE AND GROUNDS**

Exterior alterations including modifications or additions of any type are not permitted without the written consent of the Board. A written application must be submitted to and approved by the Board before any exterior alterations, additions, or modifications may be made. This written application must include plans.

1. Exterior painting of the unit's fences, garages or doors by an individual owner is not permitted.
2. No owner is permitted to plant or cause to be planted any plants on common property. Any plants within the patios which are visible from the exterior must be kept in good-looking condition by the owners. No plants should be removed from or to the common area without permission of the Board of Directors.
3. Trees and shrubs within the patio area must be kept trimmed so they do not touch or damage buildings.
4. Exterior screen doors are not permitted without prior written approval of the Board of Directors. The Association's policy allows for a pre-approved screen door and related hardware. Requests must be made through the management company.
5. Only pre-approved replacement windows are permitted. Requests must be made through the management company.
6. Antennas and cables must be installed in accordance with the following stipulations:
  - a. Must be installed by a license and insured professional.
  - b. Wires must be routed through the interior of the unit.
  - c. Any damage caused by the installation of the cable (ie: stucco or roof leaks) will be the responsibility of the homeowner to repair.

7. Satellite Dish installations must be in accordance with Exhibit B on Page 13

## **H. BALCONIES, PATIOS AND GARAGES**

1. The CC&R's limit storage on balconies and patios:

“Storage – Patios, decks and balconies shall not be used for storage purposes, including, but not limited to, storage of parcels, boxes, crates, trash, bicycles, motorcycles, or other items. The foregoing shall not restrict an owner from keeping a reasonable amount of outdoor furniture and related items in his patio, or balcony...”

2. In addition to the aforementioned, rugs, towels, swimwear or laundry, etc. may not be hung on balconies, patios or surrounding railings.
3. For security and safety reasons, garage doors shall not be permitted to remain open except for a temporary purpose.

## **I. PROPERTY SALES AND RENTALS/OPEN HOUSES**

Sales of property shall be conducted only in accordance with the following rules. Selling owners are responsible for ensuring compliance by their broker, agent and/or prospective buyers.

1. Open House

- a. Broker open houses and open houses for sale by owner are permitted provided they comply with the rules set forth herein.
- b. Open houses for rentals are prohibited. Owners who have rentals will be allowed to install a lock box for Realtors/Property Managers to show property when vacant or seeking new tenants.
- c. Lead-in signs, flags or other markers within the complex are prohibited.
- d. Security gates may not be propped open or otherwise rendered inoperable in order to allow access to the unit being shown. Entrance to the unit must be by normal use of the Entraguard System. Key code for gate entry should never be disclosed for any purpose.

2. Signs

- a. One permitted broker sign not to exceed 12” x24” may be placed only in the designated area for such signs; namely, at the Emerald Street entrance and

attached to the sign-display post designated for this purpose. Lockboxes are to be attached to the sign-display post only.

- b. One broker or owner "OPEN HOUSE" sign with or without one flag may be placed in the front parkway outside the complex and must be removed by 5:00 P.M. the same day. No flags or open house signs are permitted in the common areas leading to, or on, the property for sale.
  - c. All real estate signs at the entrance must be removed when the property is no longer for sale, or has been placed in escrow.
3. Administrative Fee for Move-In/Move-Out

- a. Owners must inform the Management Company of intent and date to make, of any changes in ownership or occupancy of a unit. All new residents, whether they are owners or tenants, must acknowledge receipt and acceptance of the Rules and Regulations that are in force for Emerald Glen Homeowners Association and must complete a form set forth as Exhibit "A" attached here. The Association will charge to the owner of a unit a one-hundred dollar (\$100) administrative fee when there is a change of ownership or a new tenancy of a unit. This fee must be paid within fifteen (15) days after it has been assessed by the Association. This fee must be paid to the Association before the new resident's or new owner's name will be placed on the Entraguard System Directory. Owners must provide the management company with emergency information and complete the required form. Exhibit A on page 12.

## **J. ROOF AREAS**

Do not walk upon roof surfaces under any circumstances. Walking upon roof surfaces is unsafe and may cause personal injury, as well as necessitate costly repairs. Workmen hired by owners or tenants should not walk on roof surfaces without prior approval of the Board of Directors. Homeowners will be held responsible for any injury or damage resulting from any resident of their unit, guest of residents of their unit, or workmen hired by the owner walking on the roof surfaces.

## **K. SECURITY**

1. Propping open security doors and/or gates is prohibited.
2. Residents and guests shall not climb fences or gates to enter or exit the complex, including the pool area.
3. Suspicious persons or activities will be immediately reported to the Torrance Police.



4. Participation in our Neighborhood Watch Program is strongly encouraged. For further information contact the management company.

#### **L. RESIDENTIAL USE**

The CC&R's expressly forbid units from being used for commercial purposes, illegal purposes and/or partial leases.

#### **M. FINES AND ENFORCEMENT PROCEDURES**

To maintain the high quality of standards that we all enjoy, the management company has been authorized to conduct regular inspections of the complex to note any violations of these rules. Upon evidence of violation or receipt of a complaint, the Board shall send a letter to the unit owner (cc to tenant, if applicable) advising of the violation and requesting that such activity cease. When appropriate, a reasonable period of time will be allowed to remedy the violation. Upon evidence of or receipt of a second complaint of the same violation, the Board shall hold a hearing to discuss the violation, assess a fine or dismiss the complaint. Notice of said hearing shall be sent via certified mail at least ten (10) days prior to the hearing. The hearing shall be informal and private. Witnesses and/or evidence may be offered but formal rules of evidence will not apply. Should the Board determine the violation has occurred; fines shall be assessed against the homeowner by the Board. Such fine shall be due within thirty (30) days after notification of its assessment. Late fees will also be assessed.

##### **SCHEDULE OF FINES**

- 1<sup>st</sup> Violation – Written Warning
- 2<sup>nd</sup> Violation - \$25.00
- 3<sup>rd</sup> Violation - \$50.00
- 4<sup>th</sup> Violation - \$100.00

#### **N. ACCESS TO ASSOCIATION RECORDS**

The following requirements are hereby established for the inspection of records of the Emerald Glen Homeowners Association.

1. A notice to inspect must be submitted in writing to the Management Company then duly authorized by the Board of Directors at least forty-eight (48) hours prior to the planned inspection.
2. The notice must specify exactly which records are to be inspected.
3. All records shall be inspected at the management company office between the hours of 10:00 A.M. and 5:00 P.M. Monday through Friday.
4. At the discretion of the Board of Directors, or its agent, certain records may only be inspected in the presence of a Board member or the Property Manager.

5. The person (s) requesting access shall not disrupt the ordinary business activities of the management company or its employees during the course of inspection.
6. No actual records may be removed from the office without the express written consent of the Board of Directors.
7. When applicable, all costs of inspection shall be borne by the person requesting access. In the event the person reviewing the records is desirous of making photocopies, all costs of copying will be incurred by the person requesting same.

8. Limitations on Access

Consistent with an individual's right to privacy and applicable law, the following records will not be made available without the express written consent of the Board of Directors:

- a. Minutes of Administrative Hearings pertaining to the imposition of fines, late fees or other punitive disposition.
  - b. Where disclosure would violate a constitutional or statutory provision or applicable public policy.
  - c. Where disclosure could result in a discernable harm the Association or any of its members.
  - d. Personnel records.
  - e. Interoffice Memoranda and E-Mails
  - f. Litigation Files
  - g. Preliminary data, information or investigations which have not been formally approved by the Board of Directors, such as contractor bid prospects.
  - h. Where disclosure may result in an invasion of personal privacy, breach of confidence or privileged information.
  - i. Managers Reports prepared by the management company and proposals submitted by the management company prior to review by the Board of Directors of Emerald Glen HOA.
9. The Association is under no obligation for any additional information other than that which is required by law.

**EXHIBIT "A"**

**EMERALD GLEN HOMEOWNERS ASSOCIATION  
C/o Classic Property Management, Inc.  
2235 Sepulveda Blvd.  
Torrance, CA. 90503  
(310) 972-9999**

Date: \_\_\_\_\_

To: Board of Directors  
Emerald Glen Homeowners Association

We wish to register \_\_\_\_\_

As Tenants of unit number \_\_\_\_\_.

The Tenant has received a copy of the Rules and Regulations of the Emerald Glen Homeowners Association.

Our lease or rental agreement contains an expressed provision that the Lessee or Tenant agrees to be bound by and to comply with the provisions of the House Rules and Regulations; and that the Lessee or Tenant is jointly and severally liable, with the Owner to the Association for all fines or penalties levied against their unit.

\_\_\_\_\_  
Signature  
(Owner)

\_\_\_\_\_  
Signature  
(Lessee/Tenant)

\_\_\_\_\_  
Print  
(Owner)

\_\_\_\_\_  
Print  
(Lessee/Tenant)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "B"**  
***Emerald Glen Homeowners Association***  
**Satellite Dish Installation Policy**

**In accordance with the newly enacted Civil Code Section 1376, Emerald Glen Homeowners Association will allow homeowners to install satellite dishes for television reception. Such installation shall be subject to the following requirements and restrictions:**

- a. Individual unit satellite dishes cannot exceed 36" diameter.
- b. Prior to the start of installation of a satellite dish, the unit owner must present to the Homeowners Association Board of Directors:
  - i. A full manufacturer's description of the satellite dish, including but not limited to, its size and any interference it may cause to the operation of any other electronic device.
  - ii. Written specifications from the installer or provider of the equipment with regard to the proper and most efficient place and manner of installation.
  - iii. Written proof of installer's insurance and licenses (if installed by 3<sup>rd</sup> party).
- c. The purchase, installation, and maintenance of the satellite dish shall be the sole responsibility of the owner.
- d. The unit owner will be responsible for any and all costs resulting from, but not limited to:
  - i. Repair and maintenance of the common area where a satellite dish is installed, where such installation (or removal) has caused any damage whatsoever;
  - ii. Removal of the satellite dish which is found to have been installed,
  - iii. Damage to any other unit caused directly or indirectly by the installation of a satellite dish.
- e. The unit owner agrees to remove at their expense any a satellite dish which causes damage to the building where it is installed, or is found to cause any interference with other television or radio reception, or the operation of any electronic device.
- f. A satellite dish shall be installed to existing vent pipes allowing 4" clearance from the roofline.
- g. Vent pipes shall be structurally sound and inspected by installer prior to installation. All cables must not be visible on the exterior walls of the building.
- h. After installation is completed, owner of unit agrees to pay for a roof inspection by the Roofing Company or the Association's vendor of choice, and owner agrees to pay for any changes necessary to complete installation and or any damage to the roof during the installation.

By signature below, the unit owner agrees to provide the documentation required and accept the terms as listed herein.

**Signature of the unit owner(s)** \_\_\_\_\_

**Name(s) Unit Owner(s) (please print)** \_\_\_\_\_

**Unit Number** \_\_\_\_\_ **Telephone Number (daytime)** \_\_\_\_\_

**Installation of a satellite dish for the purpose of television reception for the above-identified unit as described in the attached documents is approved by Emerald Glen Homeowners Association Board of Directors.**

**Signed** \_\_\_\_\_ **For the Board of Directors**

**Date:** \_\_\_\_\_

Updated 10-2007