

# Huntington West Condominium Owners Association Rules and Regulations

Revised & Adopted May 2014

# **TABLE OF CONTENTS**

	<b><u>PAGE #'S</u></b>
<b>INTRODUCTION</b>	<b>3</b>
<b>GENERAL RULES</b>	<b>4-5</b>
<b>INSURANCE</b>	<b>5-6</b>
<b>COMMON AREA</b>	<b>6-7</b>
<b>TRAFFIC AND PARKING</b>	<b>8</b>
<b>PETS</b>	<b>8-9</b>
<b>ARCHITECTURE</b>	<b>9-10</b>
<b>FINE SCHEDULE</b>	<b>10-11</b>

## INTRODUCTION

Huntington West Condominium Association is a planned condominium community living together in relatively close confines and sharing ownership of property. Our decision to live in this kind of condominium development signified a willingness to forego the greater freedom of action possible in a private single-family dwelling in exchange for the advantage inherent in condominium living. That willingness implies an obligation to respect each other's rights. In order to have a pleasant and harmonious community, we all need to modify our habits and actions to preclude encroachment and irritation and to be tolerant of each other's minor shortcomings. Acceptance of this obligation by all members of our community, resident owners and non-resident owners and their renters, will guarantee a high quality of life and property investment security for all of us.

In order to ensure a uniform understanding of how this objective may be attained, the following RULES AND REGULATIONS (R&Rs) have been established. The Huntington West Condominium Owners Association through its elected Board of Directors is charged with the maintenance of the integrity, safety and security of our condominium community. This responsibility and authority extends to the enforcement of all rules with penalties that are prescribed to reinforce the system when voluntary compliance is deficient.

Each owner is responsible for being familiar with the CC&Rs and these R&Rs and for compliance by members of his/her household, including but not limited to tenants, guest and employees.



## GENERAL RULES

### **OCCUPANCY:**

Huntington West Condominiums is a condominium project designed and intended for the residential use and occupancy by senior citizens and the retired. The occupants of any unit must include at least one person who is 55 years of age or older; such persons are hereinafter referred to as "qualified occupants". Occupancy of units shall be limited to qualified occupants, their spouses (regardless of age), and relatives of qualifying occupants who are at least 45 years of age. At no time shall any unit be occupied by any persons none of who are qualifying occupants, unless the absence of the qualifying occupant is due to illness requiring the hospitalization of such qualifying occupant. In such case, such occupancy of a unit without a qualifying occupant may continue until the death of the last remaining qualifying occupant of the unit.

Huntington West is an "age-restricted" Homeowners Association. As such, homeowners and occupants must comply with the CC&Rs age restrictions for residents or be in violation of State and Federal law. (11/01)

### **UNITS:**

1. Each unit is intended for single-family private dwellings only. Owners cannot structurally modify a unit without expressed permission from the Board of Directors or the Architectural Committee.
2. Owners are responsible for interior electrical and plumbing that exclusively provides service to their respective unit, and all damages caused by their failure.
3. Owners/renters cannot:
  - a. Obstruct or interfere with the rights of other occupants.
  - b. Cause unreasonable noises or nuisances.
  - c. Commit or suffer any immoral or illegal act.Owners/renters must comply with the Board of Health and all other governmental agencies with respect to each unit.
4. No owner shall install or cause to be installed, any television or radio antennae or other similar electronic receiving device on any portion of the



exterior of the building in the project except with the approval of the Association. Cable television may be obtained by and at the expense of the individual owner.

5. No owner shall be permitted to sublease his unit for transient or hotel purposes. No unit owner may sublease less than the entire unit. Any sublease agreement shall provide that the terms of the sublease shall be subject, in all respects, to the provisions of the Declaration of Restrictions, the Bylaws and the Rules and Regulations and any failure by the sublease to comply with the terms of such documents shall be a default under the sublease. All subleases shall be in writing and a copy of the sublease shall be furnished to the Board of Directors.
6. The management company would like to be notified when a tenant occupies a unit. We ask that owners volunteer information as to names, number of residents and phone numbers.
7. Rental, lease or tenancy agreements must be in writing and they must include an express provision that they are subject to the provisions of the CC&Rs, Bylaws, and Rules and Regulations.
8. Only one For Sale, Lease or For Rent sign may be displayed at one time in any one unit. There will not be such signs displayed in any common area at any time, i.e. walls, doors, etc.
9. No water furniture or other items containing more than ten (10) gallons of water are permitted.
10. Patios and balconies must be kept neat and clean.
11. Patios and balconies are not to be used for drying clothes, towels, sheets, etc. in a manner which displays them to public view.
12. ONLY human waste and toilet tissue are to be flushed down toilets. DO NOT flush sanitary napkins, paper towels, flushable wipes, kitty litter waste, etc. down the toilet.

### **INSURANCE**

1. Nothing shall be done or kept in any unit, parking area or in any common area that will increase the rate of insurance for the property.

2. The Association maintains a fire policy for the building structure only. We urge all owners to purchase their own "Unit Owners" policy that will protect the interior of the unit, personal property and loss assessment coverage and personal liability coverage.
3. The Association does not maintain earthquake coverage.
4. All claims to our master policy must be requested through the Association's management company.

### **COMMON AREA**

1. Laundry room hours are 6:30 AM to 11:00 PM.
2. Laundry rooms are for residents only. Please remove clothes promptly from the washer and dryer.
3. If you have a problem with the service of the washer or dryer, please call the number listed on the machines.

### **TRASH:**

1. The trash is collected twice a week currently on Monday and Thursday.
2. All trash (other than dry paper material) MUST be secured in paper or plastic garbage bags and deposited into - not alongside or on the top of the trash bins. (If one bin is full, please use the other one).
3. NOTHING is to be left outside of the bins. Anything that is too large to fit in the trash bin itself must be disposed of in some manner by a resident at his/her own expense. You can call Rainbow Disposal and make arrangements for pickup.
4. Large boxes and other items are to be broken down before placing them in the bin.
5. Littering in the common area is strictly prohibited. Do not deposit ashes or butts on the flowerbeds. No papers, bottles, cans or other trash are to be left in the common area.



## **LOUNGE AREA:**

1. Any resident desiring to use the lounge for a personal gathering must notify the Board of Directors ten (10) days in advance to avoid a conflict.
2. Only residents and guests may use the lounge.
3. The lounge must be left clean and in good condition. The resident using the lounge is responsible for repairing any damage incurred by them or their guests.
4. All furnishings and other items are to be returned to their original position.
5. The fireplace is for use on special occasions, not for individual use.
6. Items made available for residents are to be placed on the counter to the left of the sink. Anything not taken in 48 hours is to be removed.
7. Books may be placed in the upper cupboard to the left of the sink for others to borrow and enjoy.

## **OTHER:**

1. All doors must be kept closed. This includes individual unit doors, laundry room doors, stairwell doors and outside doors. Please make certain that outside doors latch when going in and out.
2. Everyone must maintain their carport and keep it clean.
3. No smoking in the building common area.
4. The windows in the stairwells are to remain closed at all times.
5. Shopping carts (from markets) are not allowed to be brought on to Association property at any time. EXCEPTION -- one cart may be left by each carport door for transporting items but must be immediately returned to that location after use.
6. Privately owned shopping carts must be stored within the units.
7. Nothing can be constructed or stored in the common area without prior written approval from the Board of Directors. No outbuilding, tent, shack, garden, camper, trailer, shed, or temporary building of any kind shall be used as a residence either temporarily or permanently.
8. No furniture or other personal items are to be added anywhere in the common areas without the permission of the Board of Directors.



## **TRAFFIC AND PARKING**

1. A safe speed is to be observed at all times throughout the common areas.  
(Anything beyond 10-15 MPH cannot be considered safe.)
2. A maximum of one parking space has been assigned to each unit for the parking of passenger vehicles only. The parking of vehicles which exceed either the length or width of an assigned space is not allowed. Unauthorized vehicles in assigned spaces may be towed at the owner's expense.
3. Do not park in another resident's space without their permission.
4. Disabled/inoperable vehicles may not be parked anywhere in the complex.
5. Vehicles which are not moved frequently must be kept clean.
6. Parking spaces are to be kept neat and clean.
7. Vehicle repairs are not permitted in the complex except for interior/exterior cleaning (but NOT washing), changing a flat tire or other EMERGENCY minor repairs.
8. Vehicles may not be washed at the complex.
9. All vehicles must be parked between marked lines of the assigned parking spaces.
10. Parking spaces cannot be leased to anyone other than the residents of the complex.
11. Noisy or smoky vehicles or other devices/machines that create loud noises or noxious odors are not permitted in the complex. EXCEPTION: The gardener's equipment (lawn mowers, leaf blowers, etc.)

## **PETS**

1. No animals of any kind shall be raised, bred or kept in any unit, or in the common area, except that dogs, cats and other household pets may be kept in units, subject to the approval of the Association, provided that no animal shall be kept, bred or maintained for any commercial purpose. (CC&R's Article 3, Section 6)



2. No person may keep any animal, which by persistent sound, bark or cry disturbs the peace of, or creates a nuisance to the residents. The noise must be persistent and occur for an extended period of time.
3. Each resident shall IMMEDIATELY REMOVE ANY EXCREMENT or clean other unsanitary conditions left by the resident's animals on any portion of the complex.

### ARCHITECTURE

1. The following are NOT ALLOWED without written authorization from the Board of Directors:
  - a. Exterior alterations or painting;
  - b. Interior structural alterations;
  - c. Exterior shutters, shades, or screen doors. This includes shades on balconies/patios;
  - d. Attachments of anything to the outside walls;
  - e. Installation of any kind of wiring, television or radio antennae, air conditioning units or other equipment;
  - f. Posting of signs on the outside of units except for one FOR SALE, LEASE, or RENT sign.
2. Visible seasonal decorations must be removed within two weeks following the holiday.
3. Potted plants must be placed in a water catching dish to prevent water damage and consequential damage caused by water. Should plants cause damage to the Owner's patio/balcony, it will be the Owner's full responsibility to repair/replace the patio/balcony.
4. Furnishings and plants must not interfere with the landscaping and maintenance of the Common Area.
5. No plants or other items may be hung on the outside of the balcony as they could fall and injure someone.

6. Replacement screens or windows must match the current building trim so that the outside appearance of the building is uniform.
7. Window coverings must be kept neat in appearance. Blankets, sheets, aluminum foil, newspaper, cardboard or paint may not be used as window coverings. Also, shredded, ripped or torn curtains and damaged blinds are not allowed.
8. Owners are responsible for the upkeep of the door to air handler on the patio/balcony and the upkeep of their heat pump system. This includes changing the filter in the air handler as needed. Failure to do so may result in water damage which will be the Owner's full responsibility to repair.
9. No alteration, improvement, or removal of any common area planting, structure, furnishings or other object may be made without written consent of the Board of Directors.
10. The installation of any hard surface flooring is prohibited where the original design had carpeting except the bathroom and kitchen may have hard surface flooring.

### **FINE SCHEDULE**

The Board of Directors shall have the right to levy fines on any Owner who commits or is otherwise responsible for a violation of any of the provisions of the Declarations of Covenants, Conditions and Restrictions (CC&Rs), Bylaws, Articles of Incorporation or Rules and Regulations (collectively, "Governing Documents") of the Huntington West Condominium Owners Association committed by the Owner, the Owner's tenant(s), guest(s), family member(s) or invitee(s).

Before any fine will be imposed, the owner shall be given the right to attend a duly noticed hearing before the Board of Directors to oppose the proposed imposition of a fine in accordance with the Association's Enforcement Policy above. The owner will be notified in writing of the violation by regular mail.



## **PENALTIES:**

The following fine schedule shall apply to each violation of a provision in the Governing documents.

First - Warning

Second violation of the same offense - \$50.00

Third violation of the same offense - \$100.00

Fourth violation of the same offense - \$200.00

**CONTINUING VIOLATIONS:** Fines thereafter will be doubled (e.g. \$400, \$800, \$1600, etc.) every 30-days for each subsequent violation of the same provision. An example of a continuing violation would be an architectural violation, an obstruction of the common areas, underage resident(s), or any other violation that is not rectified within a 30-day period.

THE BOARD'S POWER TO FINE AN OWNER IS ONLY ONE OF THE REMEDIES AVAILABLE IN SEEKING AN OWNER'S COMPLIANCE WITH THE ASSOCIATION'S GOVERNING DOCUMENTS. THE BOARD MAY, AT ITS OPTION, SEEK OTHER REMEDIES TO GAIN AN OWNER'S COMPLIANCE AT ANY TIME BASED ON THE NATURE AND GRAVITY OF THE VIOLATION. IN ADDITION TO LEVYING A FINE AGAINST THE RESPONSIBLE OWNER, THE BOARD HAS THE RIGHT TO LEVY A SPECIAL ASSESSMENT FOR ANY DAMAGE TO THE COMMON AREA CAUSED BY THE OWNER, THE OWNER'S HOUSEHOLD MEMBERS, TENANTS, GUESTS, INVITEES OR LICENSEES. FURTHERMORE, THE BOARD, AT ITS DISCRETION, RESERVES THE RIGHT TO FINE IN A GREATER OR LESSOR AMOUNT DEPENDING ON THE SEVERITY OF THE VIOLATION.