

# RULES & REGULATIONS

OF

## THE SAND CASTLE

A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION

### **INTRODUCTION:**

The Sand Castle is a planned community of many families living closely together on relatively small acreage. Your decision to live in such a cooperative development, with its many advantages, signifies a willingness to forego the relatively complete freedom of action possible in a private single-family dwelling. That willingness implies an obligation to respect your neighbor's rights, to modify your habits and actions, to preclude encroachment and irritation, and to be tolerant of your neighbor's minor shortcomings: in other words, to be cooperative, courteous and considerate (which usually will be reciprocated). Acceptance of this obligation by all members of the community will lead to something we all desire - a pleasant and harmonious community.

In order to ensure a uniform understanding of how this objective may be attained, the following set of Rules and Regulations (R&R's) has been established. It is our sincere hope that you will see them not as a set of annoying restrictions, but as a set of rational controls which will protect the rights of each of us to the enjoyment of our living environment, our safety and the appreciation of our investment.

In accordance with the Bylaws, the Sand Castle Homeowners Association, acting through the Board of Directors, is charged with the responsibility for maintaining and managing the Common Areas of the Association, and with enforcing the Rules and Regulations. These Rules and Regulations are to be used in conjunction with the Bylaws/CC&Rs.

The Board of Directors has adopted a fee/fines schedule contained in "Appendix A" attached hereto and made a part of the rules and regulations of the Sand Castle condominium.

Homeowners, Residents, and Tenants must all be aware of, and abide by the Rules and Regulations put forth in this document. Any violations thereof may be subject to disciplinary action, including but not limited to fines.

### **UNIT LEASING AND TENANTS:**

- 1) All Homeowners and Tenants are bound by the Bylaws, CC&Rs, and Rules and Regulations of the Association.
- 2) The Homeowners shall provide their Tenants with a copy of the current CC&R's and Rules and Regulations. The Homeowner will obtain a signed statement (Move-In Form) from their Tenants stating that they have received the Rules and Regulations and will abide by same. This statement form<sup>1</sup> must be delivered to the On-Site Manager or the HOA Secretary (see Appendix C for contact details) within 30 days the Tenant's Move-In Date. In the event that the signed statement is not completed and turned in on time, the Homeowner is subject to fine.
- 3) Failure to comply with these Rules and Regulations will subject the Homeowner and/or Tenant to the disciplinary actions outlined in the CC&Rs, Bylaws, and Rules and Regulations.
- 4) Leases/Rentals for less than twelve months are not allowed.
- 5) Homeowners are required to furnish to the Association a copy of all leases. Failure to submit a copy of lease documents to the Management Company within 15 days of a Tenant Move-In Date will result in a fine assessment, which will not be waived (even if lease is then produced after 15 days cited above).

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**MOVE-IN / MOVE-OUT PROCEDURE:**

- 1) All move-in/outs will be restricted to the hours of 8:00 a.m. to 4:00 p.m. Monday through Saturday. All moves must be accomplished within these time periods. During these times Sand Castle staff will be available to provide move-in/move-out instructions and directions; they will not assist homeowners, and/or tenants, in physically moving in/out.
- 2) There shall be no move-ins or move-outs on the following holidays:
  - a) 4th of July
  - b) Labor Day
  - c) Thanksgiving Day
  - d) Christmas Day
  - e) New Year's Day

On these holidays, there are many guests using the elevators and in the Common Areas.

- 3) All move-in/outs must be reported and scheduled with the On-Site Manager prior to the Move-In Date or Move-Out Date.
- 4) Residents are prohibited from moving belongings through the main front lobby. Belongings must be moved through the garage levels 2-4 as per manager instructions. Please make arrangements with the On-Site Manager.
- 5) Failure to adhere to this policy or the specific directions of the Sand Castle staff will result in a fine to the Homeowner and/or Tenant. The Board feels these restrictions are reasonable and required to ensure the security, safety and well-being of all the Sand Castle Residents as well as to reduce damage to our building.
- 6) Homeowners must provide all names and contact information of Tenants to the Association by leaving their contact information<sup>2</sup> "Move-In Form" with the On-Site Manager or emailing it to the HOA Secretary (see Appendix C for contact details). This information must be completed and delivered before the Move-In Date.
- 7) There is a non-refundable Move-In/Move-Out fee, assessed each time a Resident moves furniture into or out of a unit. The purpose of the fee is to defray the costs of wear and tear in the Common Areas resulting from such moves as well as certain administrative expenses that are incurred in connection with changes in occupancy of units.
  - a) In the case of new Homeowners of the Association, the fee will be assessed through escrow and due and payable upon its close.
  - b) For new Tenants, the unit Homeowner will be billed and responsible for the fee with their next Association Fees payment.
  - c) Only one fee will be required where the Homeowner or Tenant of a unit in the Sand Castle moves from one unit to another unit within the condominium.

**CONSTRUCTION RULES:**

- 1) All exterior and/or interior alterations or additions to units (i.e. construction) require the written consent of the Board of Directors. Insurance certificate must be submitted.
2. A refundable deposit of \$500 must accompany all applications. The deposit will be returned with the conclusion of the project and presentation of a copy of the successful final inspection by the City.

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<sup>2</sup> Move-In Form is available from the Management Company, On-Site Manager, or HOA secretary.

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3. No construction shall be done before 8:00 a.m. or after 6:00 p.m. Monday through Friday. No construction is to be performed at any time on Saturdays, Sundays or the holidays mentioned in above in Paragraph 2 of Move-In / Move-Out Procedures. Clean up must be completed before 6:00 p.m. All construction projects must be completed within 6 months
4. All contractors must be licensed and insured.
5. Homeowners performing their own construction must be licensed and insured for any work that requires a city permit. Personal construction does not excuse a resident from obtaining all permits and performing all City inspections as required by Redondo Beach City.
6. All projects undertaken without Board approval are subject to fines and orders to stop work.
7. Sand Castle dumpsters and trash chutes shall not be used by commercial contractors to dispose of "construction materials", e.g., drywall, carpeting, etc. If a homeowner does their own work, and is not in the construction business, he will need to break down "construction materials" and deposit them in the provided trash bins. [They may not use the trash chutes to move such materials.] Please note that the City's "bulky item pickup service" explicitly excludes "construction materials" from what they will pick up, so if the homeowner cannot cut them up so they fit fairly inconspicuously in the provided trash bins, they should not be placed at the curb. In this case, the homeowner will need to contact a third-party trash services provider to arrange for construction materials removal. All associated costs are the responsibility of the homeowner.
8. The Homeowner must obtain any and all building and/or construction permits that are required by the City of Redondo Beach. Construction may not begin until owner submits copies of city permits and has signed and returned a copy of the approval letter which acknowledges that they have read and understood and will comply with any and all guidelines and instructions.

### **FIREPLACES & BBQ'S:**

- 1) The fireplaces are designed only for low-level heat gas operation. They are not designed for the burning of any material, such as wood or paper. Burning of such material is an extreme fire hazard and strictly prohibited.
- 2) Each balcony is equipped with a gas hook-up for a gas BBQ. Only gas BBQs are allowed. Use and storage of charcoal BBQs is a fire hazard and is prohibited. No charcoal or briquette burners can be stored on the balconies. Small, counter-top, electric grills are acceptable.
- 3) The use of smokers or wood pellet grills on balconies is strictly prohibited. Additionally, using a barbecue as a smoker is also prohibited. The smoke pollution caused by such activities in a stacked building is against values of being cooperative, courteous and considerate.

**PLUMBING:** Owner is responsible for plumbing issues within unit and to the horizontal main line. Drain issues must be reported to the building manager during working hours M-F 9-5 for evaluation to determine if owner is responsible or if main line clean out is responsibility of HOA.

### **GENERAL RULES:**

- 1) In the event that any Homeowner or Tenant causes the destruction, defacement, disrepair, deterioration, or diminishes the value of the Sandcastle Condominium in any manner not otherwise designated in these Rules and Regulations, the Board of Directors shall cause the repairs to be made at the expense of the Homeowner and/or Tenant, and in addition may issue a fine.

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- 2) Homeowners Association fees are monthly, and due on or before the first day of each month. Fees are payable to the Sand Castle Homeowners Association. A late fee is imposed if not received by the 15<sup>th</sup> day of the month.
- 3) Fees/Fines assessed will be added to the Homeowner's account balance and billed with the monthly dues. Any payments made will be applied to the balance due, without specific application.
- 4) Homeowners who become delinquent in assessments/fees/fines more than 90 days will no longer receive management services that are supported by revenues. It's not fair for our community to support the nonpaying Homeowner.
- 5) In the event that a Homeowner is delinquent in any assessments/fees/fines more than 90 days, no management service will be rendered to any Tenant or prospective Tenant.
- 6) In the event that a Homeowner is delinquent in assessments/fees/fines more than 90 days, after notice the Board may authorize suit be filed to enforce payment, and all court costs and attorney's fees will be payable to the Association by the Homeowner in addition to the principal amount of the delinquency.
- 7) Homeowners are held responsible for the actions of their guests, Tenants, employees, contractors and/or workers, including damages and vandalism, and adherence to the CC&Rs, Bylaws, Rules and Regulations.
- 8) Objects, including trash, which block or clutter the entryways, walkways, and/or garages are extremely dangerous, are prohibited, and will be removed without notice and the responsible Homeowner subject to fine.
- 9) Trashcans, bottles, brooms, mops, etc., are to be kept out of sight and inside the units at all times. No articles such as rugs or towels are to be shaken from or draped over windows, balconies, doorway's or walkways. Balconies should not be used for storage of any kind, except for paddleboards and surfboards, which are allowed.
- 10) No signs are to be displayed in areas not approved by the Board. "For Rent" and "For Sale" signs may only be displayed from the permanent identity sign located at the street side of the property. One sign per unit is allowed. See On-Site Manager should you wish to post a sign. All signs must conform to the current display board.
- 11) Storage in the Common Areas is forbidden.
- 12) Outside antennas for T.V. or radios are prohibited.
- 13) Homeowner or Resident is not permitted to paint, or to allow to be painted, the exterior/railings walls of their unit, balcony or the carport area without prior approval by the Board.
- 14) Residents must observe state and local regulations in the use and storage of explosives and/or flammable liquids in their units. Gas powered appliances, gas vehicles or fuel tanks are prohibited in the units.
- 15) Garbage and Recycling:
  - a) Garbage and trash for floors 5-8 may be disposed through the chute in the room near the elevator, where it will fall into the trash compactor and dumpster below. Residents must place contents in sealed bags so trash will not scatter on the floor of the trash room. No cardboard containers or wire hangers are allowed down the chute.
  - b) The Residents of the beach building (Floors 1-4) may dispose of all refuse by going to the 4<sup>th</sup> level garage, and placing it in the appropriate garbage bin at the south end, or in the trash compactor at the north end.
  - c) Residents are encouraged to place all recyclable materials into the white recycling bin at the south end of the 4<sup>th</sup> level garage. Please collapse all cardboard boxes and deflate all plastic containers to maximize space in the recycling bin.
- 16) There is no provision for hauling away of unwanted objects (e.g., furniture, mattresses, etc.) If such objects do not fit in the dumpsters, they must be removed directly from the units at your own expense. They may be cut to

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fit inside the dumpster on the 4th level garage. The city provides, through its contractor, a “bulky item” pickup service. See the city website for details on scheduling a pick-up.

- 17) Do not park bicycles or motorcycles on the sidewalks, hallways, or other Common Areas. These items are only allowed in your designated parking space. The Sand Castle HOA is not responsible for bike thefts.
- 18) Homeowners and Tenants should make all complaints or suggestions in writing to our Management Company. For emergencies, please call the on-site maintenance office during business hours, or contact the Management Company emergency number (see Appendix C).
- 19) Entry keys: Two keys have been provided to the Homeowner of each unit. A fee is required for additional keys. Homeowners must pass on original keys when units are sold.
- 20) Potted plants and flower boxes are not allowed in the hallways/walkways.
- 21) Lock Boxes
  - a) There is a designated spot at the front entrance for lock boxes to be used by realtors. Coordinate with the On-Site Manager for installation.
  - b) Lock boxes may not be attached to any Common Area at the Sand Castle. If found they will be removed without notice.
  - c) Lock boxes are allowed on individual doorknobs.
- 22) There shall be no feeding of birds from any Common Area or Exclusive Use Common Area (e.g. balconies) of the Sand Castle. Because of damage and/or nuisance caused by the birds, and the transient nature of this problem, no prior warning will be given.
- 23) All changes to flooring on floors 2, 3, 4, 6, 7 & 8 must be approved by the Board.
  - a) Only carpet with sufficient padding for soundproofing may be installed in the bedroom areas.
  - b) Padded carpet or hard surface flooring (e.g. tile, wood, vinyl, etc.) may be put in the entryway, bathroom, kitchen, and living area. Contact the Property Manager or the On-site Manager for detailed soundproofing requirements.
  - c) No floor surface other than properly soundproofed replacement carpeting may be installed, constructed, maintained or uncovered unless approved by the Board.
- 24) In the event the Board determines that there is a continuing nuisance, the Homeowner will be sent notice of such determination. Each month that the nuisance exists, the fine contained in the rules and regulations will be doubled for up to three (3) months, at which time legal action will be brought.
- 25) Water, sand and debris must be kept off of the floors of the lobby, elevators and all other Common Areas. Any such condition, which is created or allowed to remain in any of the Common Areas of the Sandcastle premises, which is deemed hazardous by the on-site personnel, will be cleaned up and charged to the Homeowner of the unit causing the condition.
- 26) If any Resident, Homeowner or guest is locked out of his/her unit for any reason, it is expected that a professional locksmith will be called. None of the on-site personnel are required to assist anyone in obtaining access into his/her condominium due to a key being lost, misplaced, locked inside, or for any other reason. Keys that are left with the on-site personnel are for the exclusive use of the on-site personnel in case of emergency, consisting of serious, immediate harm to person or property. In the event that any of the on-site personnel do assist a Resident, Homeowner or guest in gaining access into a unit as a result of a key being unavailable for any reason, the Homeowner of that unit may be responsible for payment of a fee to the Sandcastle Condominium Association.
- 27) The Sand Castle HOA is not responsible for any loss of, damage to, or theft of personal property.

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- 28) Owners are required to have a HO-6 insurance policy covering personal liability & property damage. Non-compliance will result in a fine.
- 29) All tenants are required have HO-4 policy to cover personal liability & personal belongings. Non-compliance will result in a fine.
- 30) Flushing wipes or any other materials down toilet is prohibited. Wipes with labels that say "flushable" can be harmful to plumbing.

**RECREATIONAL FACILITIES RULES:**

1. The Recreational Facilities, including Rec Room and Sauna, shall be used only by Residents of The Sand Castle Condominium and their guests. The right to use the facilities is appurtenant to the individual condominium unit and cannot be separated from it. Non-resident Homeowners, whose units are rented or available for rent, do not have use of the Recreational Facilities.
2. Short-term use (maximum 3 days) of Rec Room is available to Residents. A Recreation Facilities Usage Agreement<sup>3</sup> may be used to apply for temporary use of a key to the facility.
3. If the Rec Room or Sauna is not left in good and clean condition, the Homeowner will be assessed the cost to repair/replace/clean the room to its original condition, and may forfeit rights to use the facilities in the future.
4. When using the Rec Room, the door will remain closed throughout the course of the event so as to minimize the noise disturbance to other Residents.
5. The door shall be locked when the Rec Room event ends and the key returned to the On-Site Manager as soon as practicable. Should the facility key not be returned to On-Site Manager within 3 days, the Homeowner will be assessed a fine and may forfeit rights to use the facilities in the future.
6. Rec Room events may not start before 10am, must be completed and the room cleaned and emptied by 10pm.

**LAUNDRY ROOM RULES:**

- 1) Report all non-working dryers and washing machines to our on-site maintenance staff.
- 2) Do not overload the machines. Clear the machines as soon as the washing and/or drying cycles are completed. Also clear the laundry from the folding counter as quickly as possible as a convenience to others.
- 3) Please place empty cartons and other discards in the trash containers. Clean out the lint trays in the dryer after use.
- 4) The laundry room door must be kept closed at all times.
- 5) The laundry room is for the use of Residents only.
- 6) Users of the laundry room are solely responsible for any damage to clothing or loss of coins.

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<sup>3</sup> Recreational Facilities Usage Agreement is available from the Management Company or the On-Site Manager

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**PARKING AND GARAGE AREA RULES:**

- 1) All parking spaces are reserved. If you or your guest park in a space that is not assigned (or rented) to you, the vehicle is subjected to towing without notice at violator's expense by the person authorized to use the space.
- 2) Parking is allowed only in marked parking spaces. Any vehicle stopped or parked in any unmarked area or driveway will be towed without notice. Those persons whose space is being violated should contact a tow company and the police department to have the car removed. The Sand Castle and its On-Site Manager will order cars towed only if they are blocking Common Areas.
- 3) Only those persons who are currently Homeowners, Tenants or guests are authorized to have access to the Sand Castle facilities, including parking.
- 4) Residents may use a parking space only to park licensed vehicles, which completely fit within length and width of an individual space.
- 5) Please use care in parking to prevent damage to your neighbor's vehicle. Do not park so that the vehicle straddles the line, which separates one parking space from another.
- 6) A motorcycle may be stored only in the Homeowner's parking space. Storage of these items is not allowed in any other Common Areas.
- 7) Bicycle Storage: Bicycles may only be stored in your designated parking space under the following terms and conditions:
  - a) A maximum of four (4) bikes may be stored in the areas set forth in b) below.
  - b) All bikes must be kept within the length and width of the space starting from the wheel bumper stop to the wall under your storage cabinet.
  - c) Bikes that are not maintained, and that are considered by the Board of Directors to be unsightly or a nuisance may be required to be removed.
  - d) Failure to comply may result in a fine.
- 8) Do not make vehicle repairs, overhauls or oil changes, nor paint within the garage area as such activities stain the pavement and walls.
- 9) No car washing is allowed anywhere in the Sand Castle.
- 10) Speed limit in the driveway is 5 miles per hour.
- 11) Do not blow horns and race engines within the garage area.
- 12) Store belongings only in the storage lockers, not in the parking area. Pad locks are required on storage lockers.
- 13) Please ensure any vehicles parked in the garages do not leak fluids. The Association will send notices to Homeowners whose spaces are in violation. The Homeowner has 30 days to correct the violation; failure to do so will result in a fine. The Homeowner will be responsible for the cost of cleaning in addition to any fines assessed. In the event of an emergency, the Association will correct the situations at once without notice and will bill the Homeowner for the costs incurred.
- 14) Vehicles must not protrude out of your parking space boundary. This may cause problems for others to back out of their parking space.

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**BALCONIES:**

- 1) Floor coverings must be approved in advance by the Board of Directors.
- 2) Any Homeowner or Tenant that modifies the balcony flooring in any way, with or without Board approval, will be responsible for any subsequent maintenance, repairs or upkeep at their own expense.
- 3) If there is water damage to the balcony or any part of the Sand Castle condominium by water from an air conditioner, plants or any other object stored or maintained on the balcony, any repairs or resurfacing will be done at the Homeowner's expense.
- 4) No Satellite dishes can be attached in any manner to any part of the building, including but not limited to the handrails, walls, ceilings or floor.
- 5) The aesthetics of the exterior part of the Sand Castle condominium cannot be altered in any way without the prior consent of the Board of Directors. If any object is deemed to detract, or adversely affect the overall aesthetics of the Sand Castle, the Homeowner will be required to remove such object and return the building to original condition.
- 6) No hot tubs, with or without water, are allowed to be maintained, stored or placed on the balcony.

**NOISE RESTRICTIONS:**

- 1) In order to enhance the environment at the Sand Castle and in consideration of the Residents and guests, everyone at the Sand Castle must refrain from loud talking, running, unnecessary noise and boisterous conduct. Radio, stereo, electric appliances and television sound should not be at a disturbing level. Non-compliance may result in a fine.
- 2) In the event that any Homeowner or Tenant is:
  - a) Issued a citation or arrested by any police agency due to excessive noise,
  - b) Convicted in a court of law, or
  - c) Found civilly liable

For a noise related violation, or for disturbing the peace while on the Sand Castle premises, the Board shall have the authority to fine the offending party for disturbing the quiet enjoyment of the Sand Castle Residents.

- 3) In the event that there are written complaints about noise from two Sand Castle Residents of two different units, within the Sand Castle, the Board of Directors shall have the authority to impose a fine on the Homeowner of the offending unit based on the following terms and conditions:
  - a) The people making the written complaint must have actually witnessed excessive noise.
  - b) The written complaints must be presented to the Management Company within a thirty (30) day period of witnessing excessive noise event(s).

**BOARD MEETINGS:**

- 1) Any Homeowner may speak at any meeting of the Association or the Board of Directors, except for meetings of the Board held in Executive Session. Any member may be entitled to speak for a total of five [5] minutes per meeting. If a majority of the Board votes to extend the speaking time of any member, one extension shall be granted for an additional five [5] minutes.

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**NO SMOKING RULES**

Smoking is not permitted in any of the Common Areas or Exclusive Use Common Areas of the Sand Castle, including but not limited to:

- a) LOBBY
  - b) BALCONIES
  - c) REC ROOM
  - d) GARAGES
  - e) LAUNDRY ROOMS
  - f) WALKWAYS
  - g) SAUNA
  - h) ELEVATORS
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- 1) In the event that there is photographic or video evidence that verifies that smoking has occurred in Common Areas or Exclusive Use Common Areas of The Sand Castle, the Board of Directors shall have the authority to impose a fine on the offending Homeowner and/or occupant.
  - 2) In the event that there are written complaints verifying smoking in Common Areas or Exclusive Use Common Areas from two Sand Castle Residents each of whom live in two different condominium units within The Sand Castle, or from two Sand Castle employees, or two Board members, or any combination of two Residents, employees or Board members, the Board of Directors shall have the authority to impose a fine on the offending Homeowner and/or occupant under the following terms and conditions:
    - a) The people making the written complaints must have actually witnessed the person smoking in the Common Areas or Exclusive Use Common Areas, and
    - b) The two written complaints must be presented to the Management Company within thirty [30] days of the smoking offense.
  - 3) Homeowners and Tenants are responsible for their guests, and may be fined if a guest smokes in a Common Area and/or in an Exclusive Use Common Area of The Sand Castle. It is therefore important for everyone here to inform guests of this rule before that guest has the opportunity to smoke in these areas.
  - 4) Fines for violating the non-smoking rule will be doubled for repeat offenders, and if there is a continuing nuisance the Board of Directors may seek an injunction from the court to enforce this provision.

**PET RULES**

- 1) In order to house any pet, the Sand Castle Pet Application Form must be submitted to, and approved by, the Board of Directors. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Association.
- 2) Only common household pets (e.g., dogs, cats, and fish) may be kept in any dwelling unit, but in no event for the purpose of breeding or for any commercial purposes whatsoever.
- 3) No other animals, livestock, or poultry of any kind shall be kept, raised, bred, or maintained in Sand Castle.
- 4) Aggressive dogs are not allowed. An aggressive dog is one with a known propensity, tendency, or disposition to attack unprovoked, to cause injury, or to otherwise endanger the safety of human beings or domestic animals.

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- 5) No exotic pet or any animal of any kind that has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the property.
- 6) Residents shall be limited to either:
  - a) One dog or
  - b) One cat, or
  - c) Two catsBut not both, inclusive of companion or service animals. This limit is per unit and includes all residents and guests of this unit.
- 7) Only dogs whose breeds that the American Kennel Club (AKC) classifies as Extra Small (Toy) or Small, or mixed breeds of similar size are allowed to reside in the Sand Castle. Only dogs that are 35 lbs. or less are allowed. We consider a 35 lb. pet to be a small breed (35 lbs. or under) aligning with the classifications of the AKC. We know that some small breeds may go over the 35 lbs. as they grow older or because of a medical reason, but if they are in the "Small Breed" classification, this is acceptable.
- 8) All county and city ordinances pertaining to dogs apply. At the time of this revision, Redondo Beach Municipal Code sections 5-1.105, 5-1.107, and 5-1.109, require for all dogs over the age of four (4) months that:
  - a) Must be licensed within 30 days of taking residence in the City or becoming the owner or custodian of the dog
  - b) Must be licensed annually
  - c) Must wear the metal license tags on the collar to be readily visible
  - d) Must have a current rabies vaccination
- 9) Dog owners must demonstrate that they carry homeowner, renter, or other insurance that covers pet liability. For current dogs, copies of the vaccinations and licenses must be submitted with the pet application form. For pre-approved forms, copies of the vaccinations and licenses must be submitted as soon as the pet is acquired.
- 10) Dogs and cats must be spayed or neutered by six months of age.
- 11) Dogs and cats are required to wear a collar with identification of their owner's unit number and emergency phone number.
- 12) Pets must be confined to the pet owner's unit and must not be allowed to roam free or untethered. Pets must not be left unattended on balconies. Pets in transit are to be carried, restrained by a leash, or placed in an animal carrier. Pets shall be exercised only off premises of the Sand Castle.
- 13) People who walk their pets are responsible for immediately cleaning up after their animals, and discarding securely bagged droppings in designated trash containers only. Cat litter may not be disposed of in toilets. Pet waste may not be dropped down the trash chute unless securely bagged.
- 14) Residents may not use the Sand Castle laundry rooms to launder pet's bedding, toys, blankets, etc.
- 15) Residents are responsible for any damage to Common Areas caused by their pets.
- 16) No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this paragraph include, but are not limited to:
  - a) Pets whose unruly behavior cause personal injury or property damage,
  - b) Pets that make noise to the disturbance of Sand Castle Residents at any time of the day or night,
  - c) Pets in the Common Areas that are not under complete physical control of a responsible human companion, and on a hand-held leash of no more than six (6) feet in length or in a pet carrier,

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Pets that relieve themselves on walls or floors of the Common Areas,

- d) Pets that exhibit aggressive or other dangerous or potentially dangerous behavior (as per Pet Rule 4),
- e) Pets that are conspicuously unclean or parasite infested.

17) Ultimately the Homeowner is responsible for compensation for any person hurt or bitten by their, or their Tenant's pet, and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the property.

18) Pets of guests of residents are not allowed on Sand Castle property.

19) Cat litter disposal: Residents are prohibited from flushing cat litter down toilets. Residents are prohibited from dumping cat litter (loose or in bags) down trash chutes. Residents must secure cat litter in a double bag with secure closure & hand carry to trash dumpster in 4<sup>th</sup> floor garage.

Any Sand Castle Resident or staff personnel observing a violation of any of these policies shall discuss the violation in a neighborly fashion with the pet owner in an effort to secure voluntary compliance. If the complaint is not resolved within ten (10) days of the violation, the complaint must be put in writing, signed, and presented to the Sand Castle's Management Company. If the Board of Directors is in agreement with such complaint, the pet owner will receive written notice of the violation and associated fine.

If upon a second violation the problem is still unresolved, arrangements will be made for a hearing. (At the Board's discretion, immediate arrangements for a hearing may be made if the nature of the complaint involves personal injury or imminent threat thereof.) The Board of Directors may require removal of any pet, if such pet is determined by the Board to be a nuisance or danger to the Sand Castle or its Residents, or otherwise in violation of the above rules. If removal of the pet is ordered, the pet owner will have ten (10) days to remove the pet from the premises.

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Appendix A – Fees & Fines

Unit Leasing and Accommodated Residents	
1	N/A
2	\$250.00
3	N/A
4	\$1,000.00
5	\$500.00
Move-in Procedures	
1-6	\$250.00
7	\$400.00
Construction	
1	\$500.00
2	\$250.00
3	\$250.00
4	\$250.00
5	\$250.00
6	\$500.00
7	\$500.00
8	\$1,000.00

General (Continued)	
6	As incurred
7	\$100 + Actual Cost
8-11	\$100.00
12	\$500 + Actual Costs
13	\$100.00
14	\$250.00
15	\$100.00
16	\$250.00
17	\$150.00
18	N/A
19	\$100.00 per key
20	\$100.00
21	\$500.00
22	\$100.00
23	\$500.00
24	Stated fines will be doubled for up to 3 months
25	\$50/hour

Recreation Room	
1	\$50.00
2	N/A
3-6	\$100.00
Laundry Room	
All	N/A
Parking & Garage Areas	
1-14	\$100.00
Balconies	
1-5	\$100.00 + actual
6	\$500.00
Noise Restrictions	
1	250.00
2-3	\$250.00
Board Meetings	
1	N/A
No Smoking	
1-3	\$250.00

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<b>Fireplaces &amp; BBQs</b>		26	\$100.00	4	\$500 + Injunction
1-3	\$500.00	27	N/A		
<b>General</b>		28	\$500.00	<b>Pets</b>	
1	\$250.00	29	\$500.00	1-19	\$250 for 1st violation, \$500 for each additional violation
2	\$10.00 or 10% (> of)	30	\$250 + actual costs		
3-5	N/A				

# SAND CASTLE CONDOMINIUM HOMEOWNERS ASSOCIATION

## RULES AND REGULATIONS

### Appendix B – Definitions

The following terms are used throughout the Sandcastle HOA Rules and Regulations document:

“Association” refers to the Sand Castle Homeowners Association (HOA).

“Board of Directors” or “Board” refers to the duly elected governing body of the Sand Castle HOA, which is responsible for the management of all aspects of the Association.

“Common Areas” comprise all spaces outside the interior walls of each unit. For the avoidance of doubt, doors and windows are not part of the Common Areas and are Homeowner’s responsibility.

“Exclusive Use Common Areas” comprise Common Area spaces outside the interior walls of each unit that are primarily used by a single unit (e.g. balconies).

“Homeowner(s)” refer to the person(s) or legal entities that hold Title to a residence in the Sand Castle condominium.

“Management Company” refers to the retained property management service company defined in Appendix C.

“Move-In Date” is either the date a resident moves into a unit in the Sandcastle, or the date a resident moves their furniture and other belongings into a unit, whichever comes first.

“Move-Out Date” is the date a resident moves their furniture and other belongings out of a unit.

“On-Site Manager” refers to the building manager available at the contact number and on the premises during the hours defined in Appendix C.

“Recreational Facilities” refer to Rec Room and/or sauna.

“Rec Room” refers to the multi-purpose room near the NW gate that can be used for family gatherings, casual parties or meetings.

“Resident(s)” refers to persons residing in the condominium regardless of whether they are Homeowners or Tenants.

“Rules and Regulations” (R&R’s), collectively the set of rules and regulations contained in this document.

“Tenant(s)” refers to a renter or other accommodated person(s) residing in a unit in the condominium, who do not own the unit.

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Appendix C – Sandcastle Contact Information

On-Site Manager:

p: 310-540-3415  
Office in Lobby  
Staff is on-site Monday through Friday, 9am to 5pm

Property Management Company

Vitco Properties  
p: 310-328-0722  
Monday through Friday 9:30-5:30

After hours emergency only: 310-781-3786

HOA Board Secretary

Jeanne Kula  
[jkula@sandcastlehoa.org](mailto:jkula@sandcastlehoa.org)