



MANHATTAN VILLAGE HOMEOWNER'S ASSOCIATION

RULES, REGULATIONS, AND RESTRICTIONS

On-Site Management Office

44 Fairway Drive

Manhattan Beach, CA 90266

(310) 546-1737

E-mail: mvhoa@avalon1.com

Board Meetings - Second Wednesday of Each Month - 7:00 PM

November 2003

File dated: 1/5/05

TABLE OF CONTENTS

Section 1	Introduction	Page 1
Section 2	Answers to Frequently Asked Questions	Page 2
Section 3	Access Control & Parking	Page 5
	• Access Procedures	Page 5
	• Visitors	Page 6
	• Parking Passes	Page 7
	• Parking Areas & Decals	Page 7
	• Enforcement	Page 9
	• Other Vehicles & Safety	Page 9
Section 4	Architectural	Page 11
Section 5	Common Area	Page 21
Section 6	Landscaping	Page 24
Section 7	Pets and Wild Animals	Page 26
Section 8	Pool and Spas	Page 27
Section 9	Miscellaneous Rules and Regulations	Page 30
Section 10	Maintenance Information	Page 31
Section 11	Real Estate Sales	Page 37
Section 12	Enforcement of Rules	Page 39
Section 13	Service Telephone Numbers	Page 41

INTRODUCTION

The Manhattan Village Homeowners Association (MVHOA) has prepared this handbook for the use of Manhattan Village Town and Court homeowners and their tenants. These Rules and Regulations are intended to assist in maintaining property values, community aesthetics, and a desirable quality of life in Manhattan Village.

The Rules and Regulations were composed from the Covenants, Conditions, and Restrictions (CC&R's) and Bylaws along with subsequent action by the Board of Directors (BOD) on behalf of homeowners. These Rules and Regulations are adopted by the Board of Directors pursuant to Section 7.1 (j) and have the same force and effect as if they were set forth in, and were part of, the CC&R's.

Homeowners are responsible for the actions of their tenants, guests and contractors. Violation of these Rules and Regulations by homeowners, their tenants, guests and contractors is the responsibility of the homeowner, against whom the Association will exercise its legal remedy for compliance including fines. All owners and tenants should be aware of, and are responsible for knowing, the "Use Restrictions; Owner's Responsibilities" as set forth in Article VIII of the CC&Rs. Failure to comply may result in fines, revocation of voting privileges, and legal remedies.

The Manhattan Village Homeowners Association is governed by the Board of Directors composed of 7 homeowners (being in good financial standing with the MVHOA). Approximately 50% of the Board is elected annually by the membership for a two-year term (four members one year and three members the following year). The Board of Directors currently meets the 2nd Wednesday of the month* at 7:00 p.m. in the Community Room at the Manhattan Village Mall. All homeowners and residents of the Village are invited to attend. Every meeting begins with an Open Forum during which homeowners may address comments to the Board of Directors. The BOD is currently supported and advised by four major committees; Architectural, Landscape, Maintenance and Welcoming. All committees have a Chairperson and meet once a month or on an as-needed basis. Volunteers are always needed and residents are encouraged to participate.

The monthly homeowner assessment is due on the first day of each month. Additional charges are assessed if the payment is not received by the 15th day of each month, pursuant to the adopted delinquency policy published in November of each year with the Association's annual budget.

* Subject to change of day, time, or location. Residents will be notified of any changes through the Community Newsletter or signs to be posted at the pool and on-site Management Office.

ANSWERS TO FREQUENTLY ASKED QUESTIONS

The Association's following policies are implemented in an effort to keep assessments as low as possible while properly maintaining the common area. As a Planned Unit Development (PUD) homeowner, unlike a condominium homeowner, you have a deed to your property; you are responsible for your home within the confines of your outside walls. The MVHOA will maintain the ramadas (patio cover), roofs, flashing, rain gutters and paint the outside surface of the building.

1. **Insurance:** Each owner is responsible for maintaining homeowner and/or renters insurance on their unit, including coverage for contents and personal property. The Association carries a Master Policy for common areas and common area components, including earthquake insurance subject to a deductible.
2. **Exterior alterations:** All proposed alterations or modifications of the exterior structure, patio, and landscape must be submitted in writing in advance for review and approval of the Architectural Committee. Modifications not approved in advance will lead to costly revisions that must be borne by the homeowner. The Board of Directors may levy fines if Architectural Committee approval is not secured *prior* to the commencement of modifications. (page 11-20).
3. **Doors:** Individual homeowners are responsible for the maintenance and replacement of exterior doors including garage doors. The MVHOA will paint or may re-varnish the exterior of the door. Window maintenance is also the individual homeowner's responsibility. Utility doors will be repaired and/or replaced by the Association if damaged by common area sprinklers. (page 32)
4. **Payment of association dues:** You may pay your monthly assessment by automatic withdrawal from your checking account. To get the automatic withdrawal started, you will need to complete a form and supply a voided check. Applications received by the 20th of the month take effect the following month. Your bank account will be debited on or between the 5th and 10th of every month. For more information, or to obtain a form to begin the automatic withdrawal, please contact the on-site Management Office.
5. **Termites:** Except for the common area buildings and patio ramadas the Association does not perform termite inspections, abatement or repair of any damage caused by insects of any kind. This is the responsibility of the individual homeowner. Homeowners who wish to fumigate a building should contact the on-site Manager for restrictions. (page 36)
6. **Sewer lines:** Sewer line repairs are the responsibility of the individual homeowner. This includes the line under your unit and/or driveway, to the termination in the street sewer. Owners of court homes that tap into an Association maintained main line are responsible for the line from their unit to the common line. (page 34)

7. **Roof Access:** No one except the Association or its contractors are permitted on roofs without an approved Architectural Request involving roof access or other written permission. (page 18)
8. **Common Area:** Extreme care should be exercised when roller skates, roller blades, and bicycles are used in the streets. Activities, such as hockey and ball playing are not allowed. The Board of Directors does **NOT** condone use of streets for children's play activities. Parents are urged to encourage children not to play on the streets or in the courts. **Parents assume full responsibility for injuries in the common areas.** (page 21)
9. **Leaking roofs/Broken tiles:** Upon receiving prompt written notification the Association will repair leaking roofs. The Association does not replace roof tiles unless there are signs of water intrusion. If, as a result of the leak, water damage occurs to the interior ceilings or walls, they will be repaired and/or painted to original specifications. Any damage to the homeowner's contents (including flooring, furniture, wall coverings, art, etc.) is the responsibility of the homeowner. (page 32)
10. **Satellite dish installation:** The Architectural Committee will review and advise homeowners on the least obtrusive location for a satellite dish. Residents who fail to receive advance approval for the installation may have to have the dish relocated and any damage repaired at the homeowner's expense. (page 14)
11. **Skateboards:** Skateboarding is not permitted on the property. (pages 21)
12. **Wild animals:** The trapping of pests or animals within a unit is the homeowner's responsibility. The Association will assist the homeowner in this task by providing referrals and/or traps. (page 26)
12. **Pigeons and other birds:** The Association is not responsible for, and does not attempt to control, pigeons or other wild birds. (page 36)
13. **Basketball hoops:** Permanent or portable professional basketball hoops/nets are not permitted. Toy basketball hoops are not permitted in any part of the common area including driveways and courtyards. (page 16)
14. **Damage caused by homeowner's planters:** The individual homeowner is responsible for damage to buildings, structures and walls caused by their trees, vines, or plants growing on exclusive use common areas (i.e. balcony, patio, entry). This includes damage to painted surfaces. (page 16)
15. **Trash:** Trash and trash receptacles shall be placed in the street in front of your unit no earlier than 6:00 p.m. the evening before the scheduled pick-up day. (page 30)

16. **Alarm systems:** Alarm systems are the sole responsibility of the homeowner. The City of Manhattan Beach requires all homeowners to obtain an annual alarm permit even if your alarm is not in use. (page 30)
17. **Solar panels:** Homeowners are responsible for the maintenance and repair of their solar system. (page 33)
18. **Patio Drains:** It is the homeowner's responsibility to inspect and maintain patio drains. Homeowners should inspect patio drains on a regular basis, and clean them out if they are plugged with leaves and other foliage. (page 33)
19. **Hose bids and sprinkler systems:** Homeowners are responsible for their own sprinkler systems and hose bibs (spigots). (page 33)
20. **Ants and bees:** Bees in the common area should be reported immediately. If they are found within the confines of the homeowner's lot or home, the homeowner is responsible for their eradication and/or removal. (page 36)
21. **Dryer vents:** Over the years lint and dust fill dryer vents and unless they are cleaned periodically they will eventually plug up and cause a fire hazard. (page 35)
22. **Mailboxes:** Use of mailboxes to post notices is prohibited. (page 30)
23. **Garage Doors:** Garage doors shall be CLOSED except for access to and from the garage, car washing or related activity not to exceed two (2) hours in a twenty-four (24) hour period. (page 30)

ACCESS CONTROL & PARKING

It is important to note that installation of gates and access control procedures do not supplement or replace personal security arrangements that should be taken by individual homeowners and residents. The Association is not responsible for any security measures and each owner should assess his or her own security requirements and implement appropriate security measures, including home security services. The Association provides limited access control for ingress and egress of the community. The Association does not provide "security" to residents, their homes, or their personal property.

A. LIMITED ACCESS PROCEDURES

A computer system containing a computer profile on each resident is maintained at the Guard Villa, with the following information:

1. The computer profile on each individual resident can be accessed through a four-character alpha/numeric access code "PIN" which is selected by the resident. The PIN number is used to identify the validity of a resident when calling to authorize visitor access and as a means of identifying pedestrian residents without keys.
2. Each resident's PIN is personal and confidential, and should never be given to anyone indiscriminately. If you feel that confidentiality is breached, please change your PIN at once by contacting the on-site Manager.
3. Members are responsible for having an updated Resident Information Form on file in the on-site Management Office. All changes in the Resident Computer Profile must be submitted on a properly completed and signed Resident Information Form. These forms are available at the on-site Management Office and Guard Villa.
4. Residents are permitted free access by vehicle and by foot at any time. Residents in vehicles can be identified by an Identification Decal on the vehicle. Residents **must** have the Identification Decal displayed on the front windshield, driver's side of the vehicle. This decal must be displayed on the vehicle even though it may be garaged. Residents with remote transmitters can gain access to the community through the Mall, Portsmouth, and Gateway vehicle gates. The Mall Gate is closed from 11:00 p.m. to 5:00 a.m.
5. Residents entering the community by vehicle without a remote transmitter or vehicle decal **MUST STOP** at the Guard Villa to check in with the Access Control Officer. The Access Control Officer must positively identify these persons as authorized residents. Identification may be made with a photo ID cross-checked with the PIN number in the confidential computer profile. *It is not necessary to speak the PIN. It may be given to the officer in writing.*

6. Resident pedestrian traffic can gain access to the Village using their pedestrian gate keys. All pedestrian traffic without a key for the pedestrian gates must enter through the Gateway entrance, and are subject to verification by the Access Control Officer prior to entry.

B. VISITORS

Owners are responsible for the actions of their tenants, guests, and contractors. All rules and regulations of the Association must be followed. Guests are permitted entry to the Village only by authorization from the resident they are visiting. There are 5 ways a guest may be authorized to enter the Village.

1. Pre-Approved Guests

These guests are guests that a resident has approved for entrance to the Village at any time without notification being given to the resident they are visiting. They are listed on the Resident Computer Profile through the use of the Resident Information Form. The Access Control Officer will not contact the resident prior to entry.

2. Routine Guests (Annual Guest Day Passes)

Each residence is issued 5 PRE-APPROVED GUEST DAY PASSES annually to be distributed to regular visitors such as family members and domestic help. These passes allow the unrestricted entry and exit to the Village. It is the responsibility of the resident to distribute and retrieve these passes. They do not authorize parking between 12:00 midnight and 6:00 a.m.

3. Guests With Advanced Authorization

Residents must notify the Guard Villa, in advance, that they are expecting a visitor. This notification may be done either in writing or verbally through a telephone call and verified PIN # granting access. The Access Control Officer will not contact the resident upon the guest's arrival and entrance. *If more than FOUR (4) guests are expected, a written list in alphabetical order **MUST** be given to the Guard Villa no less than 12 hours in advance.*

4. Guests Without Advanced Authorization

Guests who arrive at the Guard Villa unexpectedly will be allowed entry ONLY after the resident they are visiting is contacted by telephone to confirm that the resident will grant the guest access.

5. Pedestrians

All pedestrian guests must register with the Access Control Officer at the Gateway Guard Villa when entering and exiting the Village.

C. PARKING PASSES

1. Temporary Day Pass – Expires at midnight. Used by nannies, contractors, delivery services and day guests. Issued upon entrance to the Village. Temporary Day Passes are non-renewable.
2. Overnight Pass – Issued for up to 7 days with maximum of 30 days within a 6 month period. Issued upon entrance to the Village with the homeowner determining the length of the pass. Used by overnight or long term guests of the unit the guest is visiting. Overnight passes are not transferable from one unit/homeowner to another.
3. Annual Guest Day Passes – Expire at 12:00 a.m. Used by frequent visitors, household help, etc. Issued by the homeowner (up to 5 per year).

Residents who anticipate visitor's parking for more than 1 day and less than 7 should contact the Guard Villa. Residents who have visitor's parking between 8 and 30 days should obtain pre-approval from the on-site Manager. Temporary passes for more than 30 days require Board of Director approval.

D. PARKING AREAS & DECALS

All owners and tenants are subject to Article VIII, Section 8.4 of the CC&R's, Parking Restrictions. The following further clarifies and defines the parking requirements of the Association.

1. Parking Areas

Street parking is NOT permitted within Village. Town Home resident's Approved Third Vehicles and guest parking is provided in street cutouts. Parking is also allowed in Town Home driveways if it is long enough to accommodate the vehicle without blocking the sidewalk or extending into the street. Court Home resident's Approved Third Vehicles and guests must park in the parking spaces in the courtyards. Due to limited cutout parking spaces we must ask Court Home residents not to park in the street cutouts. Please note that the cutouts on Village Circle belong to the Estate Homes Association. Residents and guests not following these priorities will be warned and/or ticketed. No portion of the Common Area, unless designated by the Board, shall be used at any time for the parking of any vehicle, boat, motorhome, commercial truck, bus or trailer.

Motorhomes are allowed into the Village for a maximum of two hours for loading and unloading only. If you require a longer period of time, contact the on-site Manager in advance for a special pass. If the motorhome is in the Village past midnight without a special pass the patrol officers may have the vehicle towed. If you have received a special pass the motorhome must be out of the Village before 8:00 a.m.

2. Parking Decals

a. Garage Decal

Each residence will be issued up to two standard identification decals for garaged vehicles. Contact the Management Office to obtain these decals. Every resident's vehicle must be garaged with the exception of an Approved Third Vehicle.

b. Third Vehicle Decal

Generally, third vehicles must be parked outside the Village. Third vehicle decals are only issued under stringent requirements. These requirements include:

- 1) Three full time permanent residents. A permanent full time resident is defined as someone who actually lives within the Village. A person who uses Manhattan Village solely as a voting and/or mailing address does not qualify.
- 2) Third car decals will not be issued for part-time residents (children or dependents) not residing full time in the Village.
- 3) Third car decals will be revoked if the vehicle is not routinely used.
- 4) Each permanent resident must be a licensed driver, and the vehicle must be registered at the Manhattan Village address.

Application for a Third Vehicle Decal must include the following documentation for all three vehicles and drivers. **No Fourth Decal Will Be Granted Under Any Circumstances.**

- 1) Drivers license indicating the Village residence address
- 2) Current Vehicle registration indicating the Village residence address
- 3) Insurance documentation indicating the Village residence address
- 4) Designated annual fee

c. Decal Parking Regulations

- 1) Resident's Garaged Vehicles (Silver and Black Decals) – Residents must park their first two vehicles in their garage.
- 2) Resident's with Pre-approved Third Vehicles (with Silver and Black Decals plus approved annual Third Vehicle Decal) – Residents are permitted to park in guest parking areas. Residents of Town Homes with driveways long enough to accommodate their third vehicle are encouraged to use the driveway. Residents with authorized Third Vehicle Decals are allowed to use car covers if the cover provides for visual access to the Manhattan Village Vehicle Identification Decal and the cover is maintained in good condition. Other than the above exception, no car covers are allowed within the Village.

d. Replacing a Decal

If a replacement is required (broken windshield, deterioration, new vehicle purchased, etc.) use a Resident Information Form and indicate the reason for replacement and attach the old decal to the application if possible. Residents that have replaced a vehicle may request a temporary parking permit (maximum 30 days) for disposition or sale of an old vehicle.

e. Vehicles Without Decals or Valid Parking Permits

Vehicles without a Village decal or valid parking permit are subject to fines and/or towing and impound at owner's expense.

E. PARKING REGULATION ENFORCEMENT

Vehicles improperly parked or parked without appropriate permits are subject to fines, and/or towing at the vehicle owner's expense. Violation notification will be as follows:

- 1) *First Violation (within 12 months)*. Violation notice is placed on the vehicle and a letter is sent to the homeowner of record.
- 2) *Second and Continuing Violations (within 12 months)*. Violation notice is placed on the vehicle and a notification letter will be sent to the homeowner of record that an alleged violation has occurred and a hearing date is set. The homeowner of record will be notified a minimum of 15 days prior to the hearing. After the hearing, the Board of Directors will make a decision and may levy up to a \$50* fine for each occurrence. If you the owner does not respond to the notice to appear the owner may be in default and a fine may be assessed at the hearing.

* Fine amounts are subject to change at the discretion of the Board of Directors.

F. VEHICLE SAFETY

a. Other Vehicles & Safety

In the interest of safety, skateboards and any motorized, unlicensed vehicle is prohibited on the streets and sidewalks, except vehicles operated by the MVHOA.

b. Stop Signs

For the protection of human and animal life, you must **STOP** at all stop signs. Violators are subject to a \$50 fine without prior warning. More importantly, there are many children and pedestrians of all ages in the Village that should be able to walk safely in our community.

c. Speed Limits

The speed limit at MVHOA is 25 mph. Violators are subject to an immediate \$50 fine.

ARCHITECTURAL

The following Rules & Regulations supplement provisions of Article VI of the CC&R's, defining Architectural Committee authority and Architectural Control. They apply to all owners and tenants contemplating any exterior change to a Village Town or Court Home. The Architectural Committee encourages homeowners to improve their residence with pre-approved modifications.

All proposed alterations or modifications of the exterior structure, patio, and landscape must be submitted, in advance, in writing, for review and approval of the Architectural Committee. Requests for modifications should be submitted to the Architectural Committee through the Management Office at 44 Fairway Drive. The Architectural Guidelines, widely implemented modifications and replacements are available through the on-site Management Office. Homeowners are urged to read them carefully in advance of making any purchases or making modification plans. ***Modifications not approved in advance will lead to costly revisions that must be borne by the homeowner.*** The Board of Directors may levy fines if Architectural Committee approval is not secured *prior* to the commencement of modifications, as stipulated in the Covenants, Conditions, & Restrictions (CC&R's).

General Guidelines for External Modifications

The following are general guidelines for external modification to a Town or Court Home. Specific informal guidelines for any given external modification not covered by these general guidelines may be requested from the Architectural Committee in advance of a formal submission. Homeowners and residents are encouraged to do so to help ensure their formal submittal is likely to be approved. The Architectural Committee will review each request that must include a written description with drawings and any applicable fees. The Committee will respond within 30 days.

1. Any modification must maintain the original general appearance of the unit. This means that materials and finish must be similar to those already existing.
2. All construction must comply with Manhattan Beach Building Codes. Where required, a City Building Permit(s) must be obtained and the finished work must be inspected and approved by the City of Manhattan Beach Building Department. A licensed contractor must be employed to perform the modifications. The contractor must have insurance coverage that meets the Association's requirements and a Certificate of Insurance must be submitted with the application or on file before the commencement of work.
3. Applicants are responsible for all expenses related to the modification. In cases involving major or structural modification, the Association may require an independent check of building plans or roof tile condition, for example. In cases where the Association feels this is necessary all expenses will be borne by the applicant(s), not the Association.

4. If a modification is requested in a door or window that faces an adjacent unit, written approval from the current adjacent unit owner (not tenant) must be submitted with the request.
5. Additional external doors may be installed where a window already exists, but they must be installed within the existing frame (extended to the ground), and have glass panes that match the position and appearance of the removed window.
6. Changing sliding glass doors to French doors and French doors to sliding glass doors will be considered for approval if the window style, size and finish remain the same.
7. A "Covenant to Run With the Land", similar to that required for the installation of skylights, may be required depending upon the extent of the modification, with such covenant to be executed and recorded at the applicant's expense. This covenant will absolve the Association of the responsibility for maintenance and repair of the modification, and from any damage resulting from the modification. A covenant is always required for any modification affecting the roof.
8. No modification may be made to any load-bearing portion of the unit without a licensed, registered architect's or licensed structural engineer's written certification that the structural integrity of the unit will be maintained upon completion. The certificate must be filed with the on-site Management Office to insure the continued coverage of the homeowner's building exterior by the Association's master insurance policy.

B. SUBMISSION OF PLANS

Homeowners are required to have their plans approved by the Architectural Committee before any work may commence on a project. Plans are to be submitted in duplicate to the Management Office at least 30 days prior to your planned start date. Hand-drawn plans are acceptable, however, they must include details on design, surface treatments, color, elevation, slope, drainage, and construction materials. Plans must include the layout of any gas, electrical, and sprinkler systems. Any electrical conduit, cables, and irrigation systems attached to the exterior must not be visible from the common area. Landscaping details such as plant, tree, and shrub type (including full maturity height) and set backs from fences, walls, or buildings, should also be included. If improvements require building permits (i.e. structural, plumbing or electrical), you must apply for these permits with the City of Manhattan Beach and comply with all local building codes.

C. PROJECT COMPLETION

All approved projects must be completed within 60 days of the start date. A "Notice of Completion" must be filed with the Architectural Committee within 30 days of the project conclusion for final approval and acceptance by the Association. The Notice of Completion should be submitted to the Architectural Committee in care of the on-site Management Office. If the homeowner fails to submit a project for approval or fails to complete the project as approved, the homeowner may be required to restore the area to its original condition or make modifications required by the Architectural Committee. When required, the modifications must be made within 30 days of notification from the Architectural Committee. Failure to comply with Architectural guidelines, including advanced approval of exterior modifications, may also subject the homeowner to fines not to exceed \$100 per day, times the number of days the project is not in compliance.

D. MODIFICATIONS AND REPLACEMENTS

The Architectural Committee has developed "guidelines" for several commonly executed modifications and replacements. Information packets and instructions for filling out the required approval applications are available at the on-site Management Office. Homeowners must obtain formal approval for any of the following modifications or replacements.

- ❑ *Front Door Replacement:* A variety of front doors have been pre-approved including some with glass inserts. It is possible to replace a double front entry door with a single door and two identical sidelights. The homeowner will be responsible for the installation, and initial finish on the door unless the door will be finished in a standard Village varnish or the approved color trim paint and the building is being painted at the time of installation. The homeowner is responsible for the interior finish of the door.
- ❑ *Front/Patio Door Painting:* After initial finishing, the Association will maintain a replacement exterior door finished in the building's standard paint or varnish. This does not extend to "non-standard" wood finishes, glass and hardware even if they were approved by the Architectural Committee. These become a homeowner responsibility and must be properly maintained. Changes to door hardware are subject to Architectural Committee approval. Homeowners are responsible to notify management should original exterior door(s) or replacement doors finished in standard trim colors or varnish require refinishing or painting.
- ❑ *Window Replacement:* It is possible, under certain circumstances, to have a different arrangement of windowpanes to replace existing sashes. These changes can significantly save on the cost of replacing fogged windows. All replacement windows must be double panes in accordance with Manhattan Beach Municipal Building Code. Homeowners will be responsible for the initial painting of replacement windows, frames and sills, unless the building is being painted at the time of installation.

- *Garage Door Replacement:* The Architectural Committee has pre-approved certain models of sectioned roll-up garage doors. The inclusion of windows is optional. Since all replacement roll-up doors must be the same in a building, the first homeowner in a building to receive approval to install a new roll-up door will determine the type of door/window style the other homeowners in that same building must use. Therefore, residents should consult and reach agreement with others in their building on the style to be used prior to submitting an application. Original tilt-up doors can be replaced with exact replicas. Homeowners are responsible for the initial painting in the building's trim color of any replacement garage door unless the building is being painted at the time of installation.

- *Satellite Dish Installation:* The Architectural Committee will review and advise homeowners on the least obtrusive location for a satellite dish. Homeowners who fail to receive advance approval may have to pay to have the dish relocated and any damage repaired. Homeowners are responsible for any damage to the roof or common area during installation. Installations requiring roof access are to be done in coordination with a roof tile inspection at the homeowner's expense.

- *Skylights:* The addition of skylights will be considered, but is generally limited to two (of certain sizes) per elevation. The homeowner will be required to complete an official "Covenant to Run with Land" permanently absolving the Association of responsibility for maintenance and repair of the modification and from any roof or other damage resulting from the installation or upkeep. This paperwork is provided with the package available at the on-site Management Office and must be completed by the homeowner prior to receiving Architectural Committee approval for skylight installation.

- *Ramada (Patio Cover) Modification:* Under specific guidelines, it is possible to remove some of the crosspieces from patio ramadas (patio cover) to allow more light into the home or remove the ramada completely. Homeowners are responsible for the initial painting of the modification unless the building is being painted at the time of modification.

- *Exterior Light Fixtures:* The Architectural Committee must approve changes to entry, garage, balcony or patio light fixtures attached to the exterior structure.

- *Landscape Modification:* Permanent landscape modifications to patio or entry courtyard must be reviewed and approved by the Architectural Committee.

- *Entry or Patio Gates:* (See Section E)

The Committee's goal has been to sustain architectural continuity and increase property values by maintaining the look and feel that brought us all to the Village in the first place. Please note the following:

E. DECORATIONS/ORNAMENTAL ITEMS

Visible antennas, satellite dishes, clothesline, and external wiring may not be attached to the common area property, exterior walls, or roofs without Architectural Committee approval. Entryway ornaments are generally discouraged. Signs, artificial plants and flowers and multiple high-density object displays are not within the general feel of the Village.

1. Address Identification

The Association provides address identification signage throughout the Village. Other signage, such as metal plates and tile plaques, are discouraged. Such address signs are exterior modifications and require Architectural Committee approval. If a homeowner or resident believes their home address is not adequately displayed or if it has burned out bulbs, they should contact the on-site Management Office.

2. Holiday Decorations

Holiday decorations, including lights, flags, and banners, etc. may be displayed three weeks before the respective holiday and must be removed within three weeks after the holiday. Any damage to the exterior of the home, or roof tiles, are the responsibility of the homeowner.

3. Flags and Banners

Decorative flags, if displayed, should not become a permanent part of the décor and should be in good condition, not faded or torn.

Decorative flags and banners should be flown for specific occasions/seasons and have a generally accepted seasonal/event theme with no commercial or political content. They should be removed immediately if faded or tattered. Flags should not exceed 3 x 5 feet. Flag poles white or natural wood in color, no longer than 6 feet in length and may only be mounted to the garage door frame or under the eaves. The pole should not interfere with pedestrian traffic and should be removed when a flag is not displayed. Homeowners are responsible for any damage resulting from a flag pole installation.

Homeowners whose seasonal flags meet these requirements need not submit an Architectural Application; all others must. The Architectural Committee reserves the right to have any flag or banner removed that does not meet the above criteria.

4. Flower Boxes and Planters

Flower boxes and pots placed on an exterior patio, balcony, or common area wall surface must be aesthetically harmonious with the surrounding area and secured in a non-damaging manner. Homeowners should be concerned about the safety and liability of planters on the edges of balconies and high walls. Flower boxes and pots that damage patio, balcony, or common area walls with water runoff are not permitted. Homeowners are solely responsible for all liability and the cost of repair for any damage caused by their plantings, container, water or fertilizer. All flower boxes and pots must be maintained in good condition and all planted material must be maintained in a vigorous growing condition.

5. Wind Chimes

The good neighbor policy dictates you ask your neighbors if wind chimes are a bother. If the Committee receives a complaint, the homeowner will be asked to remove the chimes.

F. OTHER ARCHITECTURAL AREAS

1. Awnings

Door and window awnings are not permitted.

2. Basketball Hoops

Permanent or portable professional basketball hoops/nets are not permitted. Toy basketball hoops are not permitted in common areas including driveways and courtyards. Toy basketball hoops are permitted in the homeowner's patio only. Residents are encouraged to use nearby parks for basketball games and practice.

3. Balconies

The maintenance and repair of balconies is the responsibility of the homeowner. Any alteration of a balcony must be pre-approved by the Architectural Committee. Water damage on the underside of the balcony should be investigated immediately. Damage from dryer vents, water intrusion, etc., should be repaired immediately to avoid further damage and expense. Flower boxes and pots shall be secured in a non-damaging manner. Homeowners are responsible for the cost to repair any damage to the exterior of their unit or other units caused by flower boxes, potted plants or water run-off.

4. Town Homes Entry (Plan 6 and 7 middle units)

Landscaping

Entry areas must be planted with shrubbery compatible with the existing common area planting. Major planting requires Architectural Committee approval. Residents must request approval for changes in porch and walkway materials. Tile, brick or other pathway materials will be considered for approval on a case by case basis. Materials must be safe and provide smooth transitions to walkways and streets.

Entry Gates

Entry gate plans must be pre-approved by the Architectural Committee. Gates must be constructed of heavy gauge steel similar in style, color, and quality to those seen throughout the common area. Vertical bars should be finished with a flat or curved top. It is recommended that locks not be installed on these gates because of the possibility they may impede the entry of emergency personnel, such as fire and paramedics. Homeowners are responsible for proper, on-going maintenance of homeowner installed gates.

5. Court Home Entry

Landscaping

Court Home entry breezeways must be maintained to allow easy access to homes. Properly maintained potted plants and benches are allowed providing it does not impede pedestrian traffic. The area may not be used for storage of any kind (bicycles, toys, trash receptacles, etc.)

Entry Gates

Entry gates must follow the guidelines set out for patio gates and will only be approved where adjacent walls are high enough to provide adequate support.

6. Painting

Painting, including interior and exterior patio walls, is the sole responsibility of the Association. Residents are not permitted to change the exterior color of their trim, doors, or windows, or patio walls without prior approval.

Ramada Painting: Homeowners should carefully consider the maintenance implications before planting permanent or semi-permanent foliage that is allowed to grow on or over ramadas or other exterior surfaces. Foliage will have to be removed when the ramada is scheduled for painting. Homeowners are responsible for any damage to the ramada or other exterior surfaces caused by their plants.

7. Patios

Any changes to patios must be submitted to and approved by the Architectural Committee. Patio decks may be constructed of concrete, stone, brick, tile, and wood decking material, or any combination of these materials as long as they are aesthetically harmonious with the surrounding environment and do not change or impede drainage patterns. Bark, grass, gravel, and products that do not give a defined hard surface are not considered suitable as primary patio surfaces and will not be approved. Homeowners are responsible for maintaining patio drains.

8. Patio Gates

All patio gates must be pre-approved by the Architectural Committee. Unless otherwise approved by the Architectural Committee, patio gates must be no higher than eight inches above an adjacent patio wall and not higher than six feet overall. Gates may be constructed of metal or wood. If wood, the color must match the trim or stucco color of the residence to which it is attached. The Architectural Committee will determine the color to be used for wood gates. Metal gates should be constructed of heavy gauge steel similar in style, color, and quality as seen throughout the common areas. Vertical bars should be capped with a flat or curved top. Homeowners are responsible for painting and maintaining metal gates.

9. Patio Walls

Patio walls are the property of the homeowner who is responsible for the repair and maintenance of the wall. Modifications of patio walls, including request to increase height, must be submitted to the Architectural Committee for approval and must meet the Manhattan Beach Building Codes. Modifications may not increase the square footage of the patio area or encroach upon an area that has been a common area maintained by the Association. All approved modifications will be done at the expense of the individual homeowner. Painting of interior and exterior patio walls is the sole responsibility of the Association. The Association will determine the frequency of painting.

10. Roof Tiles

Roof tiles are extremely fragile. Damage to the roof caused by the actions of a resident or their contractors (i.e. window washers, satellite dish installers, holiday light or skylight installers) will be repaired by the Association at the homeowner's expense. The charge is \$50 for each broken tile. As cited in the CC&R's, the Association is not responsible for damage from golf balls. Damage resulting from the actions of Association contractors will be repaired at the Association's expense. No one except the Association or its contractors are permitted on roofs without an approved Architectural Request involving roof access or other written permission.

11. Screen Doors

Exterior screen doors are not allowed except for sliding screen doors on court home patios where they are part of the original design. Interior "vanishing" screen doors are considered interior improvements and do not require approval.

12. Shelves/Exterior Fixtures

Shelves or enclosures affixed to the surface of an exterior wall must be pre-approved by the Architectural Committee. Modification may involve the necessity for an independent inspection of the workmanship at the homeowner's expense. Care should be taken that the exterior wall is protected from water damage. The homeowner is responsible for all maintenance, repair, and any damage resulting from the improvement.

13. Signs

All signs (other than Real Estate signs), including but not limited to signs such as Beware of Dog and No Trespassing signs, etc., placed or posted (temporarily or otherwise), must be pre-approved by the Architectural Committee. In order to reduce visual clutter and remain impartial, the Architectural Committee will not approve political, commercial, or contractor signs. Signs visible from the common area are generally not permitted

14. Solar Panels

Cleaning, maintenance and replacement of the solar panels are the responsibility of the homeowner. Homeowners may remove their solar panels but any roof problem or leaks caused by the removal of the panels are the responsibility of the homeowner. Homeowners who choose to remove their solar panels must make arrangements with the on-site Management Office to coordinate re-roofing at the homeowner's expense.

15. Trellises/Fencing

Trellises or other types of fencing may not be used to form a wall, or increase the height of an existing wall around a patio. Trellises visible from the common area are subject to approval by the Architectural Committee.

16. Utility Doors

Utility doors (openings to spaces housing gas meters, electric meters and outside circuit breaker panels) are the responsibility of the homeowner. The Association will paint the utility door when the unit is painted. The Association will repair or replace utility doors that are damaged by common area sprinklers.

17. Water Hoses

Except for patio spigots, water hoses shall be rolled up and placed out of the common area when not in use. Hose bibs are the homeowner's responsibility for maintenance and repair.

G. CONSTRUCTION

As the Village matures more and more residents are thinking about extensive remodeling. The following are guidelines to cover some of the problems generated by construction:

- ❑ The on-site Manager is authorized to issue outside parking permits for up to 60 days. This is applicable only if your garage is to be used to stage the construction materials or be used to perform work. Note: the garage door is to remain closed unless materials are being loaded or removed from the garage.
- ❑ Homeowners are responsible for having their contractors clean up all construction debris in common and exclusive use common areas by the end of each day during construction.
- ❑ Homeowners, residents and contractors must comply with all City of Manhattan Beach Codes concerning noise, work hours, etc.
- ❑ Trash bins for construction debris require a pass (similar to a vehicle passes) and will be issued for a specific period of time. As a courtesy to their neighbors, residents are responsible for ensuring their contractors remove trash bins as quickly as possible and may be subject to fines if bins are not removed on or before the expiration of the pass allowing them on the property.

H. MOVING

Large storage containers often used for overseas moves or household goods placed in storage may be temporarily stored in street cutouts or in courts while awaiting movers for packing or unpacking. Such containers must be removed from the Village within 48 hours of their arrival unless other arrangements are made with the on-site Management Office.

COMMON AREA

The common area is defined as land and/or improvements designated for common use and enjoyment of all residents. It is that portion of the premises over which no one resident has exclusive control. Examples of common area include streets, sidewalks, planted areas, pools, and spas. All residents should be aware of Article VII, Duties and Powers of the Association. The MVHOA has duties and powers to manage, maintain, and operate all of the Common Area and all facilities. Owners are responsible for all of their exclusive use items and improvements.

Streets are designated for vehicular use, and sidewalks are for pedestrian use only.

- ❑ Extreme care should be exercised when roller skates, roller blades, and bicycles are used in the streets.
- ❑ Skateboarding is prohibited within the MVHOA property and Manhattan Beach Municipal Code 14.28.160 prohibiting skateboarding will be enforced.
- ❑ Activities such as hockey and ball playing are not allowed.
- ❑ The Board of Directors does **NOT** condone use of streets for children's play activities, and parents are urged to encourage children not to play on the streets or in the courts. **Parents assume full responsibility for injuries in the common areas.**
- ❑ Use of chalk or other marking materials on common area surfaces is prohibited.

NOTE: Two City Parks are adjacent to Manhattan Village; Marine Park on the East and the Tot Lot on the North.

A. DAMAGE TO COMMON AREA

Homeowners are liable for damage to landscape, buildings, recreational facilities, equipment, and any other common property caused by themselves, family members, tenants, guests, employees, contractors and pets. The cost of restoration will be billed to the homeowner.

B. MAINTENANCE OF BUILDINGS AND FACILITIES

Our CC&R's outline the repair and maintenance responsibilities for our homes. Our complex is characterized as a Planned Unit Development or "PUD". This means, in substance, that we each own our respective lot and the dwelling and improvements on that lot. There is a fundamental distinction between our planned unit development and a condominium complex. Among other things, in a condominium, the lot and structural components on the lot are often owned by all the owners collectively and are designed as common area. This distinction is important in terms of repair and maintenance responsibilities; the unit owner's responsibilities in a PUD are generally much broader than in a condominium development.

Our CC&R's reflect this distinction by making each owner responsible for his/her dwelling and all other improvements on the lot except for certain types of "exterior maintenance". The scope of exterior maintenance obligations of the Association is not completely clear under the CC&R's. However, your Board of Directors, in conjunction with the advice of counsel, has tried to reconcile the somewhat ambiguous provisions.

We believe that the repair and maintenance obligations contemplated by the **CC&R's which were prepared by the developer** should be consistent with the **budget and reserve items likewise prepared by the developer** and submitted to and approved by the California Department of Real Estate (DRE). Thus, the intent of the CC&Rs is to require the Association to maintain those components of the structure such as painting and roofs that were identified in the original budget and reserves for our complex.

Based on this approach, the Association, in conjunction with the painting of the exterior, will also repair minor stucco cracks. The Association will not pay for general stucco repairs since this is not part of the original budget or reserves of the Association. Similarly, homeowners are responsible for the replacement of wood shingle siding and composite wood siding materials (subject to Architectural Committee approval) since these items were not in the original budget or reserves. The Association will make minimal repairs in conjunction with exterior painting.

The Association will, of course, continue to undertake repairs and maintenance of the common area facilities consistent with our reserve study. Homeowners and tenants are encouraged to report any problems observed in the Common area or in any building or in facilities throughout the property.

The MVHOA is reserving to provide normal maintenance of all roofs. The Association is also reserving to maintain the common area building components and facilities within the Village as noted in the reserve study. Homeowners and tenants are encouraged to report any problems observed in the common area or in any of the facilities as follows:

1. Emergency common area maintenance requests (Emergency is generally defined as an immediate threat of loss or damage to property)

Immediately notify the on-site Management Office and the Guard Villa by phone. (See Service Telephone Numbers, page 40). They will contact the appropriate person(s) regarding the problem. Follow up in writing (see #2).

2. Non-Emergency Common Area Maintenance Requests

Fill out a Common Area Problem Report Form, and return it to the Guard Villa or on-site Management Office. The request will be evaluated by the Manager and/or appropriate Committee, and if warranted a work order will be issued.

Burned out common area light bulbs may be reported to on-site Management by phone. Please do not replace the light bulbs yourself.

C. GATE/COMMON AREA KEYS

New homeowners/tenants should receive their common area and pool keys from the former homeowners/tenants. Keys are numbered and non-duplicable to prevent unauthorized access to the Village and its facilities. Additional or replacement keys may be obtained through the on-site Management Office at a charge of \$100 per key. Keys that break or cease to function may be replaced at the on-site Management Office for a charge of \$25 and the return of the damaged key. Keys are numbered and traceable, and distribution to non-residents is a breach of access control. There is only one pool key permitted per unit.

Note: Keys are the property of the MVHOA, and as such, must be surrendered upon request of Management or the Board, or their designated representative. Keys may be subject to confiscation. Charges and fees for keys are subject to change by the Board of Directors.

Entering/Exiting the Village or the recreational facilities by climbing the fences is perilous, prohibited, and subject to fines.

LANDSCAPING

A. COMMON AREA LANDSCAPING

Planted common areas may not be used for activities that cause damage or degrade the common area. Use of roller skates, roller blades, and bicycles on or through planted Common Areas is prohibited. Use dedicated pathways only. Use of common area trees for climbing, forts, or play areas is not allowed and subject to fines.

Removal or alteration of common area landscaping may be permitted following plan submission and approval of the Landscape Committee. Forms for common area planting are available through the on-site Manager. If alternations are approved the new landscaping must be maintained by the homeowner. If the homeowner sells the unit, the seller must inform the new owner of this requirement. If the new homeowner does not wish to maintain the altered landscaping, the area must be restored to its original plantings at the owner's expense. *Removal or alteration of common area landscaping without prior written approval may subject the homeowner to replacement landscape costs (labor and materials).*

1. Trees and shrubs

Trees in the common area are maintained, removed and/or replaced by the Association. The Landscaping Committee with the approval of the Board of Directors determines the planting needs of the common area landscaping.

Questions concerning overall common area landscaping improvements should be addressed to the Landscape Committee through the on-site Manager either by letter or on the Common Area Problem Report Form.

B. EXCLUSIVE USE AREA MAINTENANCE

All exclusive use areas (i.e. balcony, patio) plants are to be maintained in a vigorous growing and weed-free condition. Residents are responsible for removing debris from their property on a routine basis. (See Architectural Section for additional information.)

1. Flower Boxes and Pots

Flower boxes and pots placed on a balcony, exterior patio, or common area wall surface must be aesthetically harmonious with the surrounding area and secured in a non-damaging manner. Homeowners should be concerned about the safety and their liability for planters on the edges of balconies and high walls. Flower boxes and pots that damage balcony, patio, or common area walls with water runoff are not permitted. Homeowners are responsible for the cost to repair any damage caused by their plants, container, water or fertilizer. All flower boxes and pots must be maintained in good condition and all planted material must be maintained in a vigorous growing condition.

2. Trees and Shrubs

Trees and shrubs on patios (in pots or planted) must be trimmed not to exceed 12 feet and must not encroach on the roofline or ramadas. Trees in the yard area on the perimeter of the Village (in areas that are only accessible through homeowner's property) are the maintenance and replacement responsibility of the homeowner. If the homeowner fails to properly maintain their trees the Association will do so and charge the homeowner.

PETS AND WILD ANIMALS

County and City Ordinances Pertaining To Pets Will Be Enforced by Applicable Agencies.

1. No animal, fowl, reptile, or poultry (except usual and ordinary domestic household pets such as dogs, cats, birds) may be kept, bred, or raised within the Village.
2. Two pets per household are permitted. More than two may be subject to fines and/or removal.
3. Dogs must be kept on a leash, or confined within the owner's premises.
4. All animals are the responsibility of the owner. The owners, including children, are responsible for the IMMEDIATE cleanup and proper disposal of the animal waste.
5. Disposal of pet waste in common area or other resident's trash receptacles is prohibited.
6. Disposal of pet waste in common area or other resident's trash receptacles is prohibited.
7. Dogs whose excessive barking disturbs other residents will not be permitted to remain on the property if the Board of Director's determines it to be a nuisance as a result of multiple written complaints.
8. Residents are to take NO action to encourage, attract, or add to the proliferation of wild animals, and should report any evidence of wild animals to the City's Animal Control Department.
9. Feeding or otherwise attracting pigeons, squirrels or other wildlife that foul the premises is prohibited and may be subject to a fine.
10. The trapping of pests or animals within a unit is the individual homeowner's responsibility. The Association will assist the homeowner in this task by providing recommendations and/or traps.
11. No animal may be kept, bred, or raised for commercial purposes.

POOL AND SPA RULES

We have approximately 1000 people living in the court and town homes. Many of them enjoy the use of the swimming pool for both exercise and relaxation. The use of the facilities is an entitlement of the residents of Manhattan Village. Unfortunately some people have inappropriately extended that privilege to numbers of their friends, household workers, and others. In doing so they many not realize that they have made the use of the pool nearly impossible for those who are entitled to be there.

Specifically, the term "guest" is defined as a relative or friend who is visiting or staying in your home. A "guest" is not meant to be a person(s) you invite over to use the pool who is not a guest staying in your home. It is required that either you accompany your guests to the pool or have a pool pass on file. Pool passes are available at the on-site Management Office. A pool pass can be on file to accommodate people like nannies or house sitters that are **staying at your home on a regular or extended basis** in your absence. You may also use a pool pass if you are unable to accompany your guests to the pool (like your visiting adult children and/or grandchildren who want to go swimming but you don't). It is not appropriate to simply give permission for a car or van load of people/children to arrive, use the pool, and leave the Village.

A. HOURS

- Hours for the main pool and spa - Daily 6:00 AM – 10:00 PM
- Hours for the neighborhood spas - Daily 6:00 AM – 10:00 PM
- Pool and spa gates must be securely closed and locked except when going in or out. **Do not leave or prop the gate open.** If a gate does not close and lock properly, please call the management office immediately at (310) 546-1737 to report it. **THIS IS FOR SAFETY AND INSURANCE REASONS AND IT IS EXTREMELY IMPORTANT.**

B. GENERAL RULES OF CONDUCT

1. Your pool gate key is your primary ID as a resident of Manhattan Village. You may be asked for additional ID indicating your Manhattan Village address. Keys may not be duplicated or loaned to friends. They are the property of the Association, and are subject to confiscation.
2. No lifeguard is on duty. All residents and guests use the pool and spas at their own risk, responsibility, and liability.
3. Children under 14 years of age must be supervised by a responsible adult of at least 18 years of age at all times. (Calif. Admin. Code 22 SEC.65539).
4. Children under 18 must be supervised by an adult homeowner after 8 p.m.

B. GENERAL RULES OF CONDUCT (cont.)

5. No alcoholic beverages are allowed.
6. Smoking is prohibited.
7. No roughhousing, rowdy behavior, running, diving, pushing, screaming, or radios with speakers (headsets only).
8. Persons with open cuts or open wounds are not allowed in the pool and spas.
9. Authorized pool parties must end by 8 p.m.
10. Proper swimming attire is required in pool and spa area.
11. Nude or partial nude sunbathing or swimming is not permitted.
12. No pets, glass containers, skateboards, wheeled toys, or large toys are allowed.
13. Life preservers and noodles are allowed.
14. ***Please note special health and safety issue:*** Infants and toddlers must wear "Little Swimmers Diapers" (leak-proof swimsuit diaper). The responsible resident of any child responsible for soiling the pool will be billed for clean-up charges which can be significant. Accidents of this nature may require the closing of the pool for up to 3 days.
15. Absolutely no foreign substances such as bubble bath, soap, drinks, etc., may be added to the pool or spa. Homeowners will be assessed the cost of draining, cleaning, refilling or any other damage caused to the pool or spa by residents or their guests.
16. Cleaning of the barbecues and the proper disposal of your trash when using the facilities is required.
17. The Management Company, Board Members, their designates, Access Control Officers and assigned Committee Members have authority to enforce all rules pertaining to pool regulations, rules, and safety concerns. Homeowners who do not follow the rules may be subject to substantial fines, confiscation of keys, restrictions, or revocation of pool privileges. If you feel you are unfairly cited, you may submit, in writing, an appeal to the on-site Management Office for review by the Board of Directors.

C. GUESTS AND PARTIES

1. The pool cannot be reserved for exclusive use at anytime.
2. A special Pool Party Pass, obtained at least one week in advance from the on-site Management Office is required to have more than 3 non-resident guests per household at the pool. This will require advance planning for weekend guests. This facilitates appropriate scheduling and minimizes the inconvenience to other residents who wish to use the pool.
3. Residents are permitted a maximum of 3 guests.
4. Pool party passes are required for more than 3 non-resident guests per household.
5. A Pool Party Pass, signed by the on-site Manager, is required in advance of a party. No more than 5 passes per year per unit will be granted.
6. Parties of more than 12 people (including the residents and guests) are not permitted.
7. Residents may not combine passes to form a larger party.
8. Authorized pool parties must end at 8 p.m.
9. Tables, chairs, pool furniture, and grills may not be reserved. They are available to all residents on a first come first served basis.
10. Use of the pool for any commercial purpose is strictly prohibited. No unauthorized swimming lessons are permitted.
11. Nonresident (absentee) owners may not use the pool or spas when the owner's unit has been leased or rented to a tenant who is not a family member of the owner.
12. It is the responsibility of each Association member to see that their tenants and guests obey all MVHOA Rules and Regulations. The legal owner(s) of the home is liable for all Rule and CC&R infractions caused by their tenants and guests, and can be subject to fines and penalties.

MISCELLANEOUS RULES AND REGULATIONS

Residents should be aware of Article VIII of the CC&R's, Use Restrictions and Maintenance Obligations.

1. Garage sales are prohibited.
2. No business may be operated within the Village where customers must enter the Village to conduct business on a regular basis.
3. No obnoxious, illegal, or offensive activities may be carried on upon any portion of the property.
4. Use of mailboxes to post notices is prohibited (except for official MVHOA business).
5. Garage doors shall be CLOSED except for access to and from the garage, car washing or related activity not to exceed two (2) hours in a twenty-four (24) hour period. The door should be kept closed for all other activities.
6. Alarm systems are the sole responsibility of the homeowner. The Association is not responsible for security. Liability for the activation or lack of activation is NOT the responsibility of the Association. All homeowners are required to obtain a Burglar Alarm Permit from the City of Manhattan Beach annually. *This is required even if your system is not linked to a security monitoring company.*
7. Trash and trash receptacles shall be placed in the street in front of your unit no earlier than 6:00 p.m. the afternoon before the scheduled pick-up day. Weekly trash pickup is currently on Monday. Containers must be put away by the evening of the pick-up. Violators are subject to fines.
8. Residents are encouraged to pick-up newspapers daily as well as those of their neighbors who may be out of town.

MAINTENANCE INFORMATION

1. Damage:

Who is Responsible? If you suffer damage to your home and would like to know who is responsible use this guideline. If the damage occurs as a result of a problem that is your responsibility (i.e. broken washer hose), then the responsibility is yours and any insurance claim should be filed under your individual homeowner's policy. If a sudden and accidental event occurs (i.e. pipe burst) and you would like to submit a claim to the Association's master policy, please be aware that if you are responsible for maintaining the item that caused the loss you will be responsible for the deductible which is currently \$5,000.

2. Home Exterior Repairs:

Our CC&R's outline the repair and maintenance responsibilities for our homes. Our complex is characterized as a Planned Unit Development or "PUD". This means that we each own our respective lot and dwelling and improvements on that lot. There is a fundamental distinction between our planned unit development and a condominium complex. Among other things, in a condominium, the lot and structural components on the lot are often owned by all the owners collectively and are designated as common area. This distinction is important in terms of repair and maintenance responsibilities; the unit owner responsibilities in a PUD are generally much broader than in a condominium development.

Our CC&R's reflect this distinction by making each owner responsible for his/her dwelling and all other improvements on the lot except for certain types of "exterior maintenance". The scope of exterior maintenance obligations of the Association is not completely clear under the CC&R's. However, the Board of Directors, in conjunction with the advice of counsel, has tried to reconcile the somewhat ambiguous provisions.

We believe that the repair and maintenance obligations contemplated by the **CC&Rs which were prepared by the developer** should be consistent with the **budget and reserve items likewise prepared by the developer** and submitted to and approved by the California Department of Real Estate (DRE). Thus, the intent of the CC&R's is to require the Association to maintain those components of the structure such as painting and roofs which were identified in the original budget and reserves for our complex.

Based on this approach, the Association, in conjunction with the painting of the exterior, will also repair minor stucco cracks. The Association will not pay for general stucco repairs since this is not part of the original budget or reserves of the Association. Similarly, homeowners are responsible for replacement of wood shingle siding as these items were not in the original budget or reserves. The Association will make minimal repairs in conjunction with exterior painting.

3. Entry/Patio Doors:

All doors are the property of the homeowner. The Association will paint the exterior of the entry and/or patio doors when the building is painted or when notified in writing that due to normal deterioration of the finish it requires painting.

Town Home varnished doors – The varnished exterior doors do not hold up well to the sun and the marine environment and it is becoming extremely expensive maintain the varnish finish. The decision has been made that these doors will painted instead of re-varnished.

Options:

- Original configuration doors may be re-varnished if the condition of the finish permits it. The homeowner must promptly notify the Association in writing when doors are in need of refinishing. If the doors have deteriorated to the point where they can no longer be lightly sanded and re-varnished, the door will painted at no charge to the homeowner.
- If the homeowner insists on the varnish finish, the Association will apply the cost of painting the door toward the cost of re-varnishing. The homeowner will be responsible for the difference. Please be aware that the doors may need to be removed for a day and may require that you also refinish the interior of the door.

4. Leaking Roofs/Broken Tiles:

Upon receiving prompt written notification, the Association will repair leaking roofs. If, as a result of the leak, water damage occurred to the interior ceiling or walls, currently and subject to change, the Association will repair and/or repaint the walls to original specifications. Any damage to the homeowner's contents (including flooring, furniture, wall coverings, art, etc.) is the responsibility of the individual homeowner. This policy assumes that the homeowner or his/her subcontractors did not cause the roof damage. The Association does not replace broken roof tiles unless there are signs of water intrusion. Roof tiles act as a shield protecting the underlayment. Cracked roof tiles do not automatically mean you'll have a roof leak.

Homeowners are 100% responsible for repair of broken roof tiles, felt and leaks caused by improperly installed skylights or skylight installers, window washers, satellite dishes or installers and/or holiday decorations, or any other workman you may hire. If anyone walks on the roof the manufacturer's warranty is void. **NO ONE EXCEPT THE HOA OR ITS SUBCONTRACTORS ARE ALLOWED ON THE ROOFS WITHOUT WRITTEN PERMISSION** and a pre and post roof inspection done by an approved HOA contractor at the expense of the owner. The Association will repair damage caused by contracted painters and workmen. If roof leaks are associated with the solar panels, the Association will pay up to \$300 toward the removal of the panels and re-roof as necessary.

5. Fogged Windows:

All windows are the responsibility of the homeowner. Most of the original double window seals have now failed. Many homeowners have had both windows and sashes replaced with new double paned windows. WeatherShield has covered some of the replacement costs still under warranty. The homeowner is responsible for the cost of window replacement and the cost of repainting window frames if done outside of the painting cycle. (See Architectural)

6. Second and Third Floor Decks (balcony):

Poor drainage has caused balcony floors or decks to deteriorate and as a result, leak water down into the structure of the building. These decks belong to homeowners and homeowners are responsible for the maintenance and repairs to the balcony and the cost of repairing any resulting damage.

7. Solar Panels:

Homeowners are responsible for the maintenance and repair of their solar system. Solar panels may be removed at the homeowner's expense. The Association will pay up to \$300 toward the removal of the panels and re-roof as necessary. Any roof repair/replacement must be coordinated with the Manager.

8. Patio Drains:

It is the homeowner's responsibility to inspect and maintain patio drains. Patio drains should be inspected on a regular basis, and if they should be cleaned out if they are clogged. A plugged drain can cause water to back up into your home. In some units water has wicked up the siding causing the homeowner thousands of dollars in repairs. There have also been units with patio decks sloped towards the home causing water to back up into the home.

- Homeowners are responsible for all plumbing, drains, and sewer lines on their property and for any improvement on their lots such as pools, spas, ponds, etc. It is the Homeowner's responsibility to take measures to prevent root encroachment onto their property.

9. Hose Bibs and Sprinkler Systems:

Homeowners are responsible for their own sprinkler systems and hose bibs (spigots). Homeowners should inspect their sprinkler system to ensure that it is directed away from the house. When homeowner's sprinklers are directed against the siding or building there is significant increase in dry rot that occurs. Where this occurs, the homeowner is responsible for all costs of repairing the damage. If the Association's sprinklers cause damage to the siding, please contact the on-site Management Office immediately so that the sprinkler heads can be directed away from your property by the Association's landscaper.

10. Sewer Lines:

Having water back up into your home or property can be a disconcerting event. Please read the following information so that you will know how to properly respond in such a way to minimize damage and expense.

Blockage within your unit: If only one sink or toilet doesn't drain properly, call the plumber of your choice. This plumbing problem is your responsibility and you will be responsible for all costs.

Blockage external to your unit: If more than one drain or toilet has a problem and you suspect that the blockage is external to your home a determination will need to be made as to who is responsible for the cost. To mitigate damage to your home call:

**Joe Davidson Plumbing
(310) 390-5907**

Also report it to the Management Office at (310) 546-1737. The plumber will attempt to clear the blockage and determine if the blockage is in the main line and the Association's responsibility, or if it is in the unit's exclusive use line and it's the Homeowner's responsibility.

The Association will pay for this first call under the following circumstances:

- only if the blockage is external to your home
- and you call **Joe Davidson Plumbing.**

The MVHOA will not pay for any other plumber or if the blockage is internal to your home.

Your exclusive use sewer line may run from your home through your lot, under your patio or driveway, and through the common area before it connects to the main line or lateral line. If the blockage is anywhere in the exclusive use lines the repair is the responsibility of the homeowner unless common area tree roots caused the blockage.

If it cannot be determined where the blockage is (and thus who is responsible) on the initial call to Davidson Plumbing, a further investigation will need to be made using a camera or digging down to the sewer line for inspection. The results of this inspection will determine who is responsible for the cost of the repair. Under certain circumstance the cost may be split between the MVHOA and the Homeowner.

11. Gas Lines:

Homeowners are responsible for their gas lines and should have them checked for deterioration. Please have your lines checked by the Gas Company. Several homeowners have discovered that their gas lines from the gas meter in the garage utility cabinet to their home have rusted and deteriorated to a point where the gas line was leaking and in need of replacement.

12. Attic-Mounted Gas Furnaces:

The Manhattan Beach Fire Department has issued a warning on attic-mounted, horizontal gas furnaces. Since all furnaces in the Village are attic-mounted and horizontal, homeowners are urged to schedule a safety inspection to be conducted by the Gas Company or a licensed heating and air conditioning contractor to avoid fires.

13. Dryer Vents:

Over the years, lint and dust tend to fill dryer vents and unless they are cleaned periodically, they will eventually plug up. There are several chimney sweeps servicing our area that clean these vents. You are responsible for this maintenance and any resulting damage due to lack thereof.

14. Washing Machine Hoses:

Washing machine hoses eventually crack and break with age. When leaks occur, water usually goes everywhere. Hoses should be changed if they appear dry or if you notice cracking or more frequently if necessary. Homeowners are responsible for the maintenance of their washing machine hoses and for any damage that occurs if they fail.

15. Critters:

The Village has "critters" that may cause noise in your attic or walls. Homeowners are responsible for the removal of any critters from their property. There are several steps you should take to keep these little guys away:

1. Inspect and set traps if there is evidence of these critters.
2. Screen all roof vents and attic holes with ¼" hardware cloth.
3. Keep trees and shrubs trimmed well away from rooflines and eaves to keep critters away from your home.
4. Keep all pet food in closed containers.
5. Call an exterminator.

16. Termites:

With the exception of the ramada (patio cover), termites in any other location of the home are the responsibility of the homeowner. In some cases, even termites in the patio cover can be the responsibility of the homeowner. If homeowner's vines, plants or covers have been allowed to grow on the ramada, the moisture from these items makes them attractive areas for termites. Where dirt has been allowed to accumulate against patio supports, these are also breeding grounds for termites. Termite treatment and repair is the responsibility of the individual owners in a building. Homeowners should coordinate termite treatments among each other. Tenting of buildings is not permitted until specific requirements are met. Homeowners should contact the on-site Management Office well in advance of this type of treatment.

17. Pigeons:

Homeowners are prohibited from encouraging pigeons by feeding them. Where pigeons affect the maintenance of the buildings, homeowners should report the problem, and if the Association is responsible, maintenance will be performed accordingly. Except in the common area, the MVHOA does not provide pigeon control of any kind.

18. Ants and bees:

Bees in the common area should be reported immediately. If they are found within the confines of the homeowner's lot or home, the homeowner is responsible for their eradication and/or removal.

Currently, the Association has a contract with an exterminator for regular ant control in the Common areas such as pools and spas. Homeowners may make use of that contract under the following arrangements:

No Cost to Homeowner - The homeowner may contact the on-site Manager to be

listed for exterior ant control service at the next regularly scheduled visit. This free service may be used by each homeowner up to four times per year.

At Homeowner's Expense - The homeowner may arrange interior ant control service directly with the Association exterminator and take advantage of our negotiated rates. The homeowner may also arrange for additional (in excess of 4 per year) exterior service.

REAL ESTATE SALES

The MVHOA Board of Directors may enact, from time to time, policies designed to facilitate property sales while maintaining the quality of life in Manhattan Village. Owners who are considering selling their homes should check with the management office for current policies.

A. SIGNS

The MVHOA wishes to discourage the use of "For Sale, Lease, Rent" signs, as they are intrusive. There has been a voluntary cooperative effort to reduce the visual clutter caused by a proliferation of these signs. For its part of this cooperative program, the Association places an official MVHOA "Open House" sign on Marine Avenue at the Gateway entrance and has allows the guards to distribute a listing sheet of all Village residences for sale and lease. If a homeowner elects to display a "For Sale" sign, the property may not be advertised on the list handed out by the guards and the second "Open House" sign may not be displayed.

All homeowners and their agents must also observe the following rules:

1. One sign per unit not to exceed 6 square feet of area may be displayed.
2. The sign must be located within 15 feet of the home, with measurement taken from any spot on the exclusive-use area such as the garage, patio wall, or any exterior wall which contains the specific unit for sale.
3. If any dispute regarding placement of signs should arise, the decisions of the Architectural Committee will be final.
4. Signs must not be visible from Marine Avenue or from the golf course.
5. Signs may not be placed on the Gateway Drive slope or Common Area.
6. Signs that do not conform to these rules may be removed without notice.

B. OPEN HOUSES

The following rules will apply to "Open Houses" on real estate caravan days, Saturdays, Sundays, and Holidays:

1. One directional MVHOA "Open House" sign may be placed in close proximity to the sidewalk leading to the home entry.
2. No other directional signs may be placed on the property with the following exception. If the home does not display a "For Sale" sign, one additional, directional MVHOA "Open House" sign may be placed at the entrance of courtyards or cul-de-sacs.
3. Under NO circumstances may flags, banners, balloons, or similar items be used to advertise properties for sale or lease, or open houses.
4. No more than 1 directional MVHOA sign may be located at any corner, in the common area.

C. REAL ESTATE AGENTS AND OPEN HOUSES

1. Homeowners selling their units through a realtor must give advanced written authorization to the real estate agent acting as a principal on their behalf. A real estate agent may gain access by producing a business card and verifying personal identification. Access will be given the real estate agent in accordance with the procedures for an authorized visitor.
2. Homeowners and/or Realtors will be required to advise the Gateway Guard Villa when they are having an Open House. Open House visitors will be registered in and out in accordance with the procedures for Authorized Visitors.

D. KEYS/REMOTES

1. Upon sale of your residence, gate keys and remote transmitters **MUST** be transferred to the new owner. The Association's key replacement fee is \$100.00 per key.

ENFORCEMENT OF RULES

Report of a rules violation by the Association or a resident must be in writing and contain the following information:

- Type Of Violation
- Location/Time/Date of violation
- Offender's Name/Address
- Observer's Name/Address/Phone Number
- A witness, co-complainer, or physical verification of the violation (photo or inspection)

A. FILING A COMPLAINT

The Board of Directors will review each complaint at their regularly held Board meeting and take one of the following actions:

1. Drop the complaint based on evidence, the lack of, or the nature of the complaint.
2. Instruct Management to issue a warning letter regarding the infraction.
3. Instruct Management to issue a complaint against the offending owner and may schedule a hearing that may result in assessment of fines.

B. RESPONSE

The homeowner, upon receiving a warning letter or notice of hearing or fine, may take the following actions:

1. Within 15 days of the date of the notice, make a written request for a private hearing by the Board of Directors (See Bylaws, Article X).
2. Write a letter by way of explanation or mitigation to be considered by the Board of Directors.
3. Pay the fine assessed by the Board of Directors.

C. PENALTIES (Per Bylaws, Article X & CC&R's, Section 5.14)

Failure on the part of the homeowner or tenant to abide by the aforementioned Rules and Regulations, or to take corrective action after a violation notice, may result in the imposition of a fine, not to exceed \$50 for each violation notice, unless otherwise covered in these Rules and Regulations. The Board may assess such fines at its discretion. Fines may be assessed after proper notice has been sent to the owner of record or violation at least 15 days in advance of a hearing date. This notice will contain the date, time and place of the hearing, and the nature of the alleged violation. This notification will also contain a statement that the member may address the Board of Directors at the hearing and if disciplinary action is taken by the Board, the member will be notified in person or by first class mail within 10 days of the hearing. (Civil Code 1363).

D. ASSESSMENT OF DAMAGE

In addition to fines imposed by the Board of Directors, violations resulting in damage to property will result in charges being levied against the responsible homeowner to compensate the Association for its expenses and/or losses.

E. REVIEW BY THE BOARD OF DIRECTORS

The Board of Directors may, after reviewing any evidence submitted or considering any letter of explanation, reduce or waive the fine when circumstances so warrant, at their discretion and on a case-by-case basis.

SERVICE TELEPHONE NUMBERS

Emergencies	911
Guard Villa	(310) 546-3831
Police Department (non-emergency)	(310) 545-4566
Fire Department (non-emergency)	(310) 545-5679
Post Office	(800) 275-8777
Hospitals	
Little Company of Mary	(310) 540-7676
Torrance Memorial	(310) 325-9110
Centinela Hospital	(310) 673-4660
Utilities	
Southern California Edison	(800) 655-4555
Southern California Gas Company	(800) 427-2200
City of Manhattan Beach	(310) 545-5621
Water & Refuse 304	(310) 545-5621 Ext.
Western Waste Management	(310) 830-7100
Adelphia Cable Company	(888) 683-1000
On-site Management Office	
44 Fairway Drive Manhattan Beach, CA 90266	
On-Site Manager	(310) 546-1737
Fax	(310) 545-7459
Email	mvhoa@avalon1.com
Management Company	
On-site Manager	(310) 546-1737
Homeowner's Dues	(951) 244-0048
24 Hour <u>Emergency</u> Response	(800) 695-3972