

Sunset Pointe Homeowners Association

RULES AND REGULATIONS

PROPERTY LOCATION: 640 W. 4TH STREET, LONG BEACH, CA 90802
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RULES AND REGULATIONS

I. AUTHORITY

By the authority established in the Declarations of Establishment of Covenant, Conditions, Restrictions and Reservation of Easement (CC&R's), the Association has the power to adopt Rules and Regulations for use of the common areas, and shall have the power to assess monetary penalties, suspend voting rights, and/or use privileges for violation of the provisions of the CC&R's, Association By-laws, Association rules, or Board Resolutions.

These Rules and Regulations supplement and/or clarify, but in no case, replace or alter the established CC&R's of the Sunset Pointe Homeowners Association. These Rules and Regulations may be modified or augmented by a majority vote of the Board of Directors.

II. REFERENCES

1. "Articles of Incorporation for Sunset Pointe Homeowners Association," filed March 6, 1990, with the Secretary of State, State of California.
2. "Declarations of Covenant, Conditions, Restrictions and Reservation of Easements, Sunset Pointe Condominium Project," (hereafter CC&R's) recorded in official records of the County of Los Angeles, California, March 16, 1990 and amended March 23, 2001.
3. By-laws of Sunset Pointe Homeowners Association.

III. PENALTIES

1. The penalty for each violation of the following Rules will be a fine as authorized by the CC&R's.
2. Each separate violation will incur a separate penalty, fine or restriction.
3. Any uncorrected violation is deemed a new and separate violation every 30 days in perpetuity until it is corrected; and is subject to all of the same penalties, fines and restrictions of the original violation. Fines are subject to late fees and interest.
4. All penalties will be charged to the owner of the property, whether the owner, a tenant, or a guest committed the violation.
5. A penalty for violation of any provision of the CC&R's or By-laws not specifically covered in these Rules, may be assessed against any owner by a majority vote of the Board of Directors.

IV. HANDBOOK FOR RESIDENTIAL OWNERS

BUILDING ACCESS

Sunset Pointe is equipped with some video cameras, controlled access doors and locking mechanisms, elevator keys, fire monitoring and fire-life systems and related building improvements. These devices are a vital part of the overall security system. The loss or unauthorized distribution of these devices weakens the security system.

Notwithstanding these security features, no building has completely secured facilities, and no warranty is made or implied as to resident safety/security. It takes the vigilant observation and prompt action of the residents in order to prevent accidents, unauthorized access and failure of these systems. Never grant access to any area of the building to anyone you do not personally know to be an authorized resident or visitor. Upon entry into the drive-in gate, ensure the vertical gate goes all the way down and no one walks in behind you before proceeding through the horizontal gate. Never prop open any access doors. Please report any observed condition and violations promptly to the local authorities.

Security Devices

These security devices can be purchased from the Management Company. The price of these security devices may change from time to time without notice. As of 3/1/2024, the price of these devices are as follows:

Device	Price
Key Fobs	\$15 each
Vehicle Stickers	\$15 each

Garage Remote Controls are now obsolete.

These security devices do not last forever. The HOA does not offer any warranty on any of these devices. Non-working devices may be replaced at the owner’s cost.

The Association does NOT and will NOT assume ANY risk for injury, loss or damage of any kind, directly or indirectly resulting from, or connected with, the resident’s choice to issue keys to cleaning personnel, employees, visitors, etc. The Association, Board of Directors and Management shall not be liable for any occurrence or incident connected to this action.

The Management Company is available during normal working hours to assist Residents and Owners in reporting items of concern related to maintenance, security concerns, assistance with forms and special requests and other community-related issues. The Management company contracts with an answering service to take Emergency calls after hours.

RIGHT TO ENTER RESIDENCES

Residents may choose to leave emergency keys with a trusted member of the Board of Directors, with the Management Company or with a neighbor. The Association strongly recommends that each resident make some type of provision for entry into their unit in case of emergencies.

Should an emergency situation occur, the Board and all other types of emergency personnel shall have authorization to enter your residence using forcible entry, if necessary. In the event that forced entry is required, the owner of the unit will be responsible for repairing the damage. The following are examples of some types of emergencies where entry will be required:

- a. Flood or water intrusion;
- b. Smoke or fire; or
- c. Suspected distress of occupant(s)

GARAGE AND PARKING

Residential Parking Space Assignments

All residential spaces are assigned to and for the exclusive use of those units to which they have been designated in accordance with the following chart:

UNIT NO	PARKING SPACE	UNIT NO	PARKING SPACE	UNIT NO	PARKING SPACE	UNIT NO	PARKING SPACE
101	71	201	127/128	301	103/104	401	123/124
102	76	202	105/106	302	37/38	402	90/91
103	33/34	203	35/36	303	98/99	403	39/40
104	92/93	204	96/97	304	84/85	404	21/32
105	57/58	205	61/62	305	63/66	405	51/52
106	59/60	206	63/64	306	67/68	406	49/50.
107	31/32	207	53	307	89	407	94
108	69/70	208	¾	308	5/6	408	7/8
109	81/82	209	78/79	309	74/75	409	72/73
110	41/42	210	43/44	310	45/46	410	47/48
111	113/114	211	111/112	311	109/110	411	107/108
112	121/122	212	119/120	312	117/118	412	115/116
113	95	213	100	313	101/105	413	102
114	88	214	83	314	82	414	77
115	9/10	215	11/12	315	15/16	415	15/16
116	86/87	216	84/85	316	17/18	416	19/20
117	23/24	217	125/126	317	27/28	417	29/30

Residential Parking Regulations

1. Care must also be taken when entering and exiting the garage with large vehicles (such as vans) to insure sufficient clearance of the ceiling so as to avoid damage to the overhead plumbing.
2. The speed limit inside the parking garage is 5 mph. This 5-mph speed limit must be observed at all times. There may be blind spots present. It is recommended that your headlights be turned on while driving in the garage area.

3. There is to be no parking at any time in the driveway and traffic lanes. This creates a hazard to those entering and exiting the parking garage.
4. No excessive noise from vehicles or revving up of engines is permitted. Vehicles, which are of sufficient volume when driven to set off car alarms in the garage, may not be parked in the parking garage.
5. All residents' cars must be parked in their assigned parking spaces. Residents may rent out their personal parking spaces to other residents within the building only, at which time this space becomes an assigned space for the renter. Residents' cars must never be parked in guest parking spaces for any reason or amount of time. The resident must notify the Management Company in writing, and provide the personal information, the unit number and the contact information of the renter.
6. All vehicles parked within, the complex must have valid license, registration, and tags on the vehicle. Current proof of insurance must be provided upon request of the Board.
7. All vehicles parked within the complex must be fully operational. Inoperable vehicles will be removed from the garage at the vehicle owner's expense.
8. No storage of any vehicle (operational or not) is allowed on the premises.
9. No work or repairs are allowed on any vehicles in the garage or common areas.
10. Campers, trailers, boats, jet skis or recreational vehicles are not permitted in the garage.
11. Parking spaces may not be used as living quarters or for garage/yard sales.
12. No overnight occupancy of any vehicle is permitted at any time.
13. No personal storage or storage containers are permitted in any parking spaces or in common areas.
14. Vehicles must fit in their space and not affect any other neighbor's space. Oversized vehicles such as limousines, passenger vans, extra-large vehicles, etc. may not fit in your space and, therefore, it may be necessary to find parking off the premises.
15. The use of oil drip pans in parking spaces is mandatory for vehicles with leaks. Drip pans must be of a durable type of material other than cardboard, and no larger than 3' x 4'. It is suggested that the parking space number to which the pan corresponds be written or marked on the underside of the pan. The steam cleaning of oil spots will be done by the Association and charged to the owner of said space.
16. Vehicles parked in other residents spots will be towed at vehicle owner's expense.
17. Take care when opening your car doors so you do not chip the paint off neighbor's car.
18. Should a car alarm continue to go off, the Association may, at the owner's expense, hire a locksmith and take whatever action necessary to stop the noise. Vehicle alarms that do not automatically go off after an interval are not allowed.

Visitors Parking

To maintain code compliance, parking stalls are set aside for the exclusive, dedicated use of visitors to the building. These spots are located on the first parking level (P2). **Residents are prohibited from parking in these spots at any time.** Violators may be towed at their owner's expense.

These parking spaces are set aside exclusively for the use of guests only on a temporary basis (three days or less). All vehicles parked in Visitor's Parking must be safe-listed, or they are subject to immediate towing at the owner's expense.

Getting Vehicles Registered on The Safe-List

In order to be registered on the safe-list, the resident must call the security company and ask them to safe-list their visitor's car. The security company will require the make, model, and license plate for the vehicle to be safe-listed. They will require your unit number as well. The vehicle will be safe-listed to your unit. Each unit will be allowed to register one car per month. The maximum length of time for each safe-listing is 3 days. Special circumstances may be considered, but only with prior approval from the Board of Directors.

Neither the Association, the Management Company, nor any individual Board member shall be held liable for any costs or damages resulting from the towing of any violating vehicles from the premises. Washing of vehicles in resident or guest parking is prohibited at all times.

COMMON AREAS / ASSOCIATION PROPERTY

1. Residential common areas and association property include, but are not limited to: corridors and halls, elevators, lobbies, Pool and Deck (except for exclusive use areas assigned to the unit) and the building structure.
2. Parents or guardians are responsible for the conduct of their minor children and grandchildren. Because of the Association's concern for their safety and to ensure the comfort and privacy of other residents, children under 14 are not allowed in the elevators, passageways, pool or deck area, lobbies or common areas unless accompanied by an adult.
3. No loud talking, running, unnecessary noises or boisterous conduct is not permitted in the hallways and common areas at any time. This includes, but is not limited to, televisions, radios and/or other sound-emitting devices. Common courtesy shall be observed at all times. Consideration of your neighbors will enhance the enjoyment and tranquility of all.
4. Owners will be responsible for any and all actions of their guests, lessees, contractors, employees and anyone on the premises by their instruction, invitation or permission.
5. Owners will be responsible for and bear all costs of repairs and/or replacement for any damage to the building or other owners' units, recreational facilities, equipment, or any other common area property, if it is determined that the damage was caused by the owner, its lessees, guests, employees or contractors; or the owner's faulty systems.

6. Obstruction of the corridors, lobbies, hallways or entranceways throughout the property is not permitted.
7. No owner shall store or place anything in the common areas, lobbies, hallways or public areas. This includes, but is not limited to, potted plants, signage, pictures, paintings, items of furniture, etc. (Door mats are acceptable if they fit within the entryway and do not extend in to the hall).
8. Dusting, brushing or cleaning personal belongings in any common area is not allowed.
9. Outside antennas greater than one meter in diameter or signs may not be placed in the windows or on the balconies of any residential unit in residence windows. Satellite dishes may not be attached to walls, railing or balcony in any way, they must be installed on pedestals or tri-pods and may not extend beyond the balcony.
10. Owners may not borrow or remove any equipment or property belonging to the Association, except for property specifically designated to be borrowed, which must be returned in a timely fashion.
11. Proper attire must be worn whenever entering the common areas or association property. Shoes and shirts are required to be worn at all times while in the common areas (except within the Spa area and Pool and Deck).
12. Precautions should be taken to prevent excess water from dripping onto interior surfaces and flooring, which may cause a slippery and dangerous condition.
13. The lobbies or any public areas may not be used for napping or sleeping. These areas are strictly for the meeting and entertainment of guests.
14. Pets are not allowed in the Pool Area, they should be brought in and out through side doors to avoid contact with owners/guests who have a fear of animals.
15. Neither residents nor their families, employees, agents, visitors, licensees nor servants shall distribute or cause to be distributed any advertising, pamphlet, free newspaper or any other printed matter on or in any portion of the property or resident cars. This includes door-to-door solicitation, electioneering, etc. Please report violators immediately to the Management Company.
16. Residents must not prop open any common area or residence door or perimeter gates at any time. This compromises the safety and security of every resident. Violators will be subject to fines.
17. The gated off, locked roof area, related mechanical rooms and internal stairwells are off limits at all times for guests or residents except in an emergency situation. Severe fines may be levied for violation of this rule.
18. Skateboards, scooters, bicycles or roller blades are not allowed at any time in any common areas.

19. Smoking of anything is not allowed in any common interior areas, building corridors, elevators nor on private balconies that face the atrium of the building.
20. No balcony or parking space shall be used for storage purposes, so that such storage is visible to the public.
21. Hosing off or excessive watering of plants on balconies is prohibited. Balcony surfaces should be vacuumed to avoid water or debris to fall on balconies below.
22. Allowing any item to fall from your balcony, including but not limited to cigarette ashes and cigarette butts; or any littering from your unit will subject you to a fine.

POOL / SPA AREA

The following are general rules that govern the Pool / Spa area located on the roof of the building.

1. Pool / Spa hours:
8:00 am – 10:00 pm Monday thru Thursday
8:00am – 11:00pm Friday, Saturday and Holidays
2. Children 16 years of age and younger must be accompanied at all times by a responsible adult.
3. The “buddy” system is recommended for all swimmers at all times. No one should swim alone.
4. The use of the pool and spa area is expressly limited to Owners, Lessees and their invited guests. Upon request, proper identification must be presented to board members, property management staff or security management personnel. Immediately report any suspected unauthorized visitors to the security company, the management company or a board member.
5. These facilities are not open to the public. In compliance with Long Beach Municipal Code, the entire area is gated, locked and access is prohibited by several layers of locked entryways. These doors must remain closed and locked at all time. They should never be propped open.
6. More than ten (10) visitors in the pool/spa area for special events and/or occasions require prior Board approval.
7. Absolutely no running, pushing, drunken or lewd behavior, or horseplay around or in the pool area will be permitted. At no time shall there be any loud noise, disturbance or other activity that creates a nuisance to residents.
8. No infant, young child or person subject to ministration or other involuntary natural bodily functions is permitted to use the pool or spa.
9. Misuse of the pool area furniture is not tolerated. This also applies to life preservers, life-saving hooks and related pool equipment. These items are for safety purposes, not for recreation. Pool area furniture and equipment are not to be removed from the

area. Persons who use or rearrange these items are responsible for putting them back in an orderly fashion. All trash and debris should be removed or placed in the trash bin.

10. NO GLASSWARE OF ANY KIND IS ALLOWED IN THE POOL AREA. Containers of an unbreakable nature will be allowed provided they are disposed of in the proper manner.
11. No pets are allowed in the pool, spa and patio area at any time.
12. Bicycles, skateboards, scooters, roller-skates, roller-blades, toys or other wheeled vehicles are not allowed in the pool and spa area at any time.
13. Only persons dressed in standard swimwear are allowed in the pool. Nudity in these areas is not permitted.
14. Persons with skin disorders, colds, coughs or communicable diseases are asked to refrain from pool / spa use due to the obvious risk of health problems to other individuals.
15. Immoral, lewd or indecent conduct is prohibited in the pool, spa, and all other common areas including exclusive use common areas.
16. Portable TV's and radios are not permitted in this area unless used with headphones.
17. It is recommended that pregnant women and persons with heart problems, high blood pressure or diabetes refrain from using the spa for health reasons. For other spa users, Health standards recommend fifteen (15) minutes maximum in the spa, with temperatures not to exceed 103 degrees.
18. The Board of Directors reserves the right to deny use of the pool and spa to anyone at any time.
19. Suntan lotions/oils clog and damage the filter system and must be showered off before using the pool/spa. Also, it damages and stains the pool furniture, so users should sit on or lay on a towel.
20. Smokers must be considerate of non-smokers Ashtrays (non-glass) are to be used at all times.
21. The gated off, locked roof area, related mechanical rooms and internal stairwells are off limits at all times for guests or residents except in an emergency situation. Severe fines may be levied for violation of this rule.
22. The Association is not liable, and does not assume any liability whatsoever, for injury, property damage or any kind of loss arising in connection with the use of the pool/spa area. The pool and recreation areas have no lifeguard on duty.

DISTURBANCES / NUISANCES

1. Residents are responsible at all times for the reasonable conduct of themselves, their occupants and guests. Loud or boisterous conduct anywhere on SUNSET POINTE property, including your residence that disturbs the comfort and quiet enjoyment of others is prohibited.
2. In the event a neighbor or guest is causing a disturbance, the person being inconvenienced should make an effort to advise the neighbor of the situation, in most cases your neighbor may not realize the extent of the problem. If your initial contact does not provide the resolution you expect, call the security company at the time of the current or next disturbance, for reporting and rule violation tracking purposes.
3. No person shall discharge into the Building's sewer system, storm drain or any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety, welfare, violate any law, subject any Owner to liability under state and federal law for any clean-up or cause injury or damage to neighboring property or business elsewhere in the building.
4. No air pollutants or contaminants sufficient to create a nuisance shall be discharged.
5. The volume of radio, stereo sets, television and musical instruments shall be held at a reasonable level at all times so other residents are not disturbed. After 10:00 p.m. and until 8:00 a.m., the volume must be significantly reduced so as not to disturb other residents.
6. Speakers and floor supported musical instruments (i.e. pianos and organs) must be properly isolated from direct contact to floors and walls in order to minimize vibrations.
7. No construction, alteration or modification work to units by residents themselves, by contractors or by any other person, shall be permitted except between the hours of 8 am to 7 pm Monday through Friday and 10am to 6pm Saturday and Sunday. NO EXCEPTIONS shall be allowed.

PETS

The Association understands how important pets are to their owners; however, equally as important are the other residents' right to quiet enjoyment of their property. Unit Owners, their lessees, invitees, guests and contractors must at all times adhere to the provisions concerning pets detailed in the Association documents. The following rules expand on these provisions:

1. Every pet who resides on the property must be registered with the Association. The registration process is set forth in the Registration section below. Visiting pets are prohibited. No unregistered pet is allowed on the Property.
2. Each unit may keep as their pet either (not AND):
One (1) dog that does not exceed fifteen (15) pounds in weight; OR
Two (2) domestic cats; OR
One (1) bird or other customary household pet
(not kept, bred or raised for commercial purposes)

However, animals which in the reasonable determination of the Board are determined to be a threat to the safety of the occupants of SUNSET POINTE shall not be allowed in the building.

3. No owner or tenant may maintain any Aqua Pinterian or other container that contains or can hold more than 30 gallons of water.
4. No livestock or poultry shall be kept, maintained, or bred in any Residential Unit or elsewhere within the Community.
5. The Board shall specifically have the power to prohibit the keeping or maintenance of any animal, which, in the opinion of the Board, after Notice and Hearing, is deemed by the Board to constitute a nuisance to any other Owner in the sole and exclusive opinion of the Board.
6. Each person bringing or keeping a pet within SUNSET POINTE shall be absolutely liable to other Owners and their invited guests for any damage to persons or property caused by any pet brought upon or kept upon the Building by such person or by members of his or her family or invited guests; and it shall be the duty and responsibility of each such Owner to clean up after such animals that have deposited droppings or otherwise used any portion of the Community or public street abutting or visible from the Property.
7. Animals belonging to Owners or Invitees of any Owner must be kept within an enclosure or on a leash held by a person capable of controlling the animal. Pets are not to be left unattended on patios or balconies.
8. UNCONTROLLED ANIMALS in the common area are subject to be turned over to the Humane Society, and/or the owner of the pet will be subject to a fine levied by the Association.
9. Pets are not allowed in the landscape boxes/planters nor in the pool area. Pet owners must control their pets at all times so as to not destroy, ruin or otherwise damage planted areas, trees, shrubbery or other landscaped areas on the property.
10. All pet owners shall be responsible for a pet's nuisance and noise disturbance. Dogs are not to bark unnecessarily or incessantly; birds that produce noises or that talk must also not become a nuisance.
11. It shall be the duty and responsibility of each such Owner to clean up after such animals that have deposited droppings on or otherwise used any portion of the Common Area, elevator or any public street abutting or visible from the Property and properly dispose of any animal waste.
12. Dogs shall be maintained on a leash at all times when in the common areas of on the grounds of the community.

Pet Registration

1. All dogs and cats must be registered with Sunset Pointe HOA.
2. Only the unit owner may register a pet.
3. Non-Unit Owners must obtain approval from the unit owner, who must complete the application on the tenant's behalf and submit it to The Management Company.
4. The unit owner is responsible for tenant's compliance with all pet rules, enforcement and/or Penalties.
5. Pet registration can be done by adding a maintenance request in owner portal.
6. The registration fee is \$25 per registration.

Service Animal Accommodation

Notwithstanding anything to the contrary in the preceding chapter, the Association will offer reasonable accommodations to Service Animals and their Handlers, as defined by the Davis Sterling Act's interpretation and summary of the 2013 HUD Position Letter (both attached hereto). These accommodations will include exempting the Service Animal from some of the restrictions set forth in the previous section, specifically, weight restrictions and quantity restrictions. The Association reserves the right to change its position on this matter as the laws around this matter change.

To apply for exemption and registration of your service animal, the following steps must be taken:

1. You must register the animal under the normal process as outlined in the "Pet Registration" section. This will include, but not be limited to completing the Registration Application, submitting a copy of the animal's current rabies shot verification and the registration fee.
2. You must submit a letter from a California Licensed Medical Doctor certifying that you indeed have a legal disability and that this animal's service helps to alleviate this disability.

If at any time, the Service Animal threatens the safety of other residents or animals, or the Handler is not able to control the animal; the Board will assess the situation and may determine that the animal place others at risk, and places the Association in a position of potential liability. If this determination is made, then the Board reserves the right to revoke said exemption and disallow the animal from entering on the Property.

PLUMBING

As our beloved building gets older, it becomes more and more challenging to keep the HOA dues from rising along with inflation. One of our largest expenses is plumbing repairs, more specifically, clogs and stoppages in our drain lines.

Help Reduce Plumbing Repair Costs: Keep our HOA Dues from Rising

You can help to be a part of the solution, and your reward will be less increases in the monthly HOA Dues. Please take a moment to look through the following list of things that you should NEVER put into our drains, given the condition and age of our drain lines. Please also share this with any tenant, roommate or visitors to your home.

NEVER PUT THESE THINGS DOWN YOUR KITCHEN SINK:

1. Grease (in any form, even greasy food or gravy)
2. Coffee Grinds
3. Egg Shells
4. Fats (including ice cream, and other dairy products)
5. Pasta
6. Rice
7. Flour
8. Potato Peels
9. Orange & Lemon Peels

NEVER FLUSH THESE DOWNS YOUR TOILET:

These So-Called “Flushable” items

1. “Flushable” Cat Litter
2. “Flushable” baby wipes
3. “flushable” feminine products
4. Condoms
5. Paper Towels
6. Cotton Balls

SHOWER DRAIN

1. Please pick up a small strainer/filter that can catch shedding hair when during shampoos. These strainers are cheaply available at the Dollar Store or Walmart. But they go a long way in helping to keep our lines flowing.

Water Conservation

Again, in our efforts to keep our HOA Dues from rising, let's make a concerted effort to conserve water whenever we can. If you have a running toilet or leaky faucet, please let the Management Company know.

Water Intrusion

The Association has adopted a Water Intrusion Policy, to help owners know when a water intrusion may be their responsibility to fix or not. The Water Intrusion Policy is attached hereto.

Water Shut-Off

No resident shall turn off the water to his or her unit. Only plumbers authorized by the Board of Directors are allowed to turn off the water. We have now installed and labeled hot and cold water shut-offs on all of the stacks. So now, any repairs can be fixed without turning off water to the entire building.

To schedule a water-shut off, the resident must call the Management Company at least 7 days in advance to schedule these repairs. Once scheduled, the management company will give you a notice that will need to be placed on the door of the other three affected units (See attached sample). For example, if work is occurring in Unit 101, then a notice will need to be placed on 201, 301 and 401 advising them of the shut off schedule. In the case of plumbing emergencies, the resident must call the Management Company and a Board member.

ANNUAL FIRE SPRINKLER INSPECTION & FIRE ALARM INSPECTION

To maintain compliance with Fire Department Regulations, the Association must have the fire sprinkler system tested and inspected once a year. This inspection involves a visual inspection of every fire sprinkler in every unit. Accordingly, Management and the Fire Department must enter every unit. We will give as much notice as possible, but we urge you to either leave a key with a Board member, a trusted neighbor or to the management company. If we are unable to inspect your unit on the scheduled day, then rescheduling becomes very costly and time consuming for the HOA. Accordingly, a **\$500 fee will be assessed to any unit whose inspection cannot be coordinated for that day.**

On that same day, a plumber will accompany them to quickly inspect for any leaks.

MOVING AND DELIVERIES

Moving Procedures

You must make request a moving permit with the Management Company via owner portal maintenance request one week (7 days) prior to moving in or out of SUNSET POINTE.

1. A non-refundable move in or out fee of \$200 will be added to your owner ledger and must be paid before permit is provided.

3. Ten days plus prior to the move, contact the City of Long Beach to reserve the first 4 or 5 parking spaces on 4th Street at the Northwest side of the building (depending on the size of your moving truck). This will enable you to park the moving truck on 4th Street parallel to the sidewalk with the loading dock facing the alley (Nyllic Court). The phone number is (562) 570-2714.
4. **NO ITEMS ARE TO BE MOVED THROUGH THE LOBBY OR DOWN THE FRONT STEPS OF THE BUILDING.**
5. All items are to be moved down the parking ramp and into the elevator from the P2 Level.
6. Arrive on time for your scheduled move in and supervise the activity if at all possible.
7. Check in with your **Board Member Move Coordinator** upon arrival.
8. You must place protective runners on the floor of the hallway between your unit and in the elevator.
9. Make sure everyone involved in your move is aware of the low lighting panel in the elevator so as not to cause any damage.
10. If you are not the property owner, owner must be notified of this move.
11. **Board Member Move Coordinator** will lock open the sliding gate during your move.
12. Either you or your moving company must carry off-site all accumulated trash and debris. The Association trash dumpsters may not be used for disposing of this moving trash. Boxes, crates, etc. are not to be placed down the trash chutes.
13. Failure to adhere to these regulations may subject the Owner of the unit to fines
14. If anyone is caught moving without a Moving Permit, a \$500 fine will be levied against the unit in addition to any damages noted.

Procedures for Deliveries of Large Items

1. Furniture or large item deliveries must also be coordinated through the Management Company.
2. **NO ITEMS ARE TO BE MOVED THROUGH THE LOBBY OR DOWN THE FRONT STEPS OF THE BUILDING.**
3. All items are to be moved down the parking ramp and into the elevator from the P2 Level.

5. Arrive on time for your scheduled move in and supervise the activity if at all possible.
6. Check in with your Board Member Move Coordinator upon arrival.
7. Moves shall not take place in elevators that are not padded.
8. You must place protective runners on the floor of the hallway between your unit and in the elevator.
9. Make sure everyone involved in your move is aware of the low lighting panel in the elevator so as not to cause any damage.

ELEVATOR USE

Our elevators are very old and delicate. The elevator maintenance is one of our highest expenditure.

1. Please do not play with the elevator stop switches. The elevators have been electronically programmed to provide the most efficient service under normal conditions. Holding open elevator doors, jumping in the cab, pressing order buttons and corridor buttons unnecessarily will cause the service to be less efficient or fail.
2. Children under 14 years are not permitted to ride the elevators unless accompanied by an adult. Parents should emphasize to their children that elevator abuse will not be tolerated.

TRASH DISPOSAL

1. Please do not force large items down the trash chutes, especially pizza boxes, and large items that must be folded. Large cartons, boxes or crates must be broken down, flattened and carried to the trash bin room on garage P2 level and disposed of in the bin which is not positioned beneath the trash chute. It is located on P2 near the walk-in gate next to the horizontal sliding gate. Don't put the trash in the dumpster that is right below the trash chute. Put trash into the second dumpster. This will help prevent backups in the chute.

2. No large items, such as mattresses, furniture; appliances, etc., may be disposed of in or near the trash bins nor in the surrounding alleyways, Roble Way and Nylic Court. Residents are solely responsible for disposal of any extraordinary items. Residents must call Integrated Services (City of Long Beach) for pickup of large trash items at (562) 570-2876.
3. All contractors working in each unit are required to remove all refuse. Remodeling materials, old carpeting and padding, etc., are not to be disposed of in the trash bins or the trash room. Delivery persons are to take packing materials with them and are not to dispose of these materials in the trash bins or bin area. Any items left in common areas by owners, guests or contractors will be disposed of at the owner's expense.
4. Please use heavy duty kitchen trash bags or double bag your trash so that trash will not leak out onto the hallway carpets as you take your trash to the chute.
5. No liquids of any sort can be disposed of or poured down the trash chutes.
6. Items such as feminine hygiene products, diapers, baby wipes, cigarette butts, kitty litter, condoms, and any other such items are not to be disposed of in the toilet. This causes sewage backups in the plumbing and costly plumbing repairs.

Christmas Tree Disposal

Christmas trees must be wrapped in a “Christmas Tree Disposal Bag” (available at most stores) prior to bringing it into the building or removing it from individual units, in such a way that no debris will escape from the wrapped tree while in transit. The disposal service schedules a regular pick up of used trees. They are not to be deposited in the trash bins but rather curbside (by the tree owner personally) alongside the bins on the regular pick up days only.

RENTAL OF CONDOMINIUMS

Any Owner who wishes to rent their unit must obtain a Rental Permit from the HOA. There will be a one-time Registration fee of \$100 to get your unit set up on the owner portal.

Renewal of the Rental permit must be done each year by January 30. A \$25 annual renewal fee must be submitted with the Rental Permit Renewal Form.

To obtain a permit, Owner must follow the following guidelines:

1. Submit the “Rental Permit Application” form.
2. If Application is approved, Owner will pay the \$100 permit fee, and HOA will Issue Rental Permit.
3. Each year, Owner must renew their permit by submitting a renewal with a \$25 Renewal fee by January 30.
4. In addition to the owner’s own H06 Insurance Policy, renters are required to carry rental insurance to cover the cost of their personal contents. Owner will need to submit

a copy of the Declarations Page of both the Lessee's Rental Policy as well as their H06.

5. All rental or lease agreements must be for a minimum of 30 days. No Owner may lease a Condominium situated thereon for hotel, motel or transient purposes or any other purpose inconsistent with the provisions of this Declaration.
6. The Owner shall provide to Tenant, A copy of the Governing Documents, including these rules and regulations and any other supplemental documents.
7. The Owners shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of this Declaration pursuant to the occupancy and use of the Condominium.
8. A lessee shall have no obligation to the Association to pay assessments imposed by the Association, nor shall any lessee have any voting rights in the Association.
9. Use privileges for amenities and common area transferable to the lessee or tenant. Owner shall have no personal use privileges upon leasing out the unit.

IMPROVEMENTS AND REMODELING

The Association welcomes and encourages owners to remodel and improve their properties. We want a community of people who love their homes! Notwithstanding, certain guidelines are necessary to protect the structure and integrity of the building; as well as to ensure the quiet enjoyment of every homeowner.

Accordingly, the Association requires that you complete a form to advise the Board of the scope of the work you are planning to do. For the most part, we leave it up to you to decide your particulars, like who you want to hire to do your work, or what finishes and materials you prefer.

However, we are very concerned about flooring. Flooring has the propensity to negatively affect those units around and especially below you. Flooring installed improperly or with the wrong underlayment can rob your neighbors of their right to quiet enjoyment of their homes.

Strict guidelines must be adhered to, and inspections must be done and cleared by a board member at installation stages. Strict guidelines also govern the type of underlayment that must be used.

Proceeding with the installation of flooring without this approval may lead to the board requiring that the flooring be removed.

The Association is also concerned about improvements or changes that will be visible to the public or visible in common areas. There are guidelines for various other changes, such as the type of windows and patio doors that can be used, or the type of privacy screening that can be used.

To keep your neighbors abreast of proposed changes, and to give them the opportunity to voice concerns, we require that the Architectural Change Request form be signed by the three neighbors (owners) who are most affected by your proposed changes. For flooring, your sign-

off must be from the unit below you, and on either side of you. If you are on the first floor, then it must be at least from the two neighboring units plus any other neighbor.

You will find all of these guidelines as well as the Architectural Change Request form that must be submitted and approved on the owner portal.

ENFORCEMENT PROCEDURES

1. The Management Company will maintain files on violations and the actions taken by the Board of Directors, the violator will be notified, in writing. If the violator is a renter, the owner is responsible and will be notified by letter of the violation and the amount of the fine. The parties involved have the right to appeal at the next Executive Board meeting.
2. Any fine levied will be due and payable with the next regular Associations dues payment.
3. Failure to pay a fine when due, and/or failure to correct the violation, will be considered additional, separate violations, for which additional separate penalties will be imposed in accordance with the CC&R'S, Article IV.

ASSOCIATION DUES DELINQUENCIES

1. Association dues delinquent more than fifteen (15) days shall be automatically assessed a late fee, of 10% of the dues amount plus late letter.
2. After 30 days of delinquency, legal proceedings may be initiated in accordance with the CC&R's, Article IV.
3. Association dues are to be paid in full regardless of any dispute. No monies are to be deducted from these dues for any reason.

INSURANCE

Each Owner shall maintain property insurance against losses to personal property located within the Unit and to any upgrades or Improvements located within the Unit and liability insurance against any liability resulting from any injury or damage occurring within the Unit. The Association's insurance policies will not provide coverage against any of the foregoing.

All Owners hereby waive all rights of subrogation against the Association, and any insurance maintained by an Owner must contain a waiver of subrogation rights by the insurer as to the Association provided, however, that a failure or inability of an Owner to obtain such a waiver shall not defeat or impair the waiver of subrogation rights between the Owners and the Association. No Owner shall separately insure any property covered by the Association's property insurance policy as described above. If any Owner violates this provision and, as a result, there is a diminution in insurance proceeds otherwise payable to the Association, the Owner will be liable to the Association to the extent of the diminution. The Association may levy a reimbursement assessment against the Owner's Condominium to collect the amount of the diminution.

Any Owner who leases or rents their unit must ensure that their tenants carry Renters Insurance. Owner shall ensure that their Lease Agreement has an indemnification clause regarding tenant loss.

Proof of Insurance Must Be on File or Fine May Result

Each Owner is responsible for providing the Management Company with a copy of their H06 Insurance Policy. If the unit is leased, owner must also maintain current proof of insurance. Failure to provide current proof of insurance may result in a fine.