

SANDPIPER VILLAGE II

RULES AND REGULATIONS

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November 1999

SANDPIPER VILLAGE II

RULES AND REGULATIONS

I. DEFINITIONS

1. **COMMON AREA.** Shall include without limitations each multi-family structure (except for the units), the solid earth of the lot upon which the structure is located and the air space above the structure, all bearing walls, columns, floors, roofs, slabs, foundations, storage spaces, balconies, common stairways, reservoirs, tanks, pumps and other central services, pipes, ducts, flues, chutes, conduits, wires and other utility installations (except the outlets thereof when located within the units), parking spaces, laundry rooms, lawns, pavement, trees, and all other landscaping on the lots on which the multi-family structures are located. (CC&R's A.2.)

2. **RESTRICTED COMMON AREA.** Portions of the Common Areas are hereby set aside and allocated for the restricted use of the respective units as shown on the Condominium Map referred to in subparagraph 7 of this paragraph A, and such areas shall be known as the "restricted common areas"; and the restricted common areas shall be easements appurtenant to the respective units for the exclusive uses and purposes as are set forth on such Condominium Map. (CC&R's A.4.)

3. **POWERS.** The Board of Directors shall have the power and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by these By-laws directed to be exercised and done by the members. (By-laws Art. IV. Sec. 2)

Said powers and duties shall include to make, amend, modify, promulgate and/or establish such rules, regulations, guidelines and/or standards for the use and occupancy of the Common Area as may be deemed to be proper and which are consistent with the Articles of Incorporation, CC&R's, and the By-laws. To enforce by equitable and/or legal means any or all of the provisions of the Condominium Documents, including but not limited to the By-laws and the Declaration as the same or any of them from time to time be amended, and which enforcement shall also include the initiation and execution of disciplinary proceedings against the members of the Association, for violation of the provisions in the Declaration and in the By-laws hereof, in accordance with the procedures as set forth in the Declaration.

4. **UNITS.** Each of the apartment units in each multi-family structure, each separately shown, lettered and designated on the Condominium Map referred to in subparagraph 7 of this paragraph A, shall be a separate freehold estate consisting of the space bounded by and contained within the interior surfaces of the perimeter walls, floors, ceiling, windows and doors of each apartment unit, each of such spaces being defined and referred to herein as a "unit". (CC&R's Section A.1.)

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II. - COMMON AREA

1. The Board of Directors of the Association may adopt, publish and enforce such additional rules and regulations respecting conduct within the project and governing the use of the common areas and facilities as from time to time seems in the best interest of the association. (By-laws Art. VI. Sec. 4 (f) as amended March 19, 1981).

2. The Association shall maintain the common areas and such maintenance shall include mowing and care of lawns and other landscaping, replanting or redesigning of the landscaping areas, and repairing the exteriors (including roofs) of the multifamily structures. No owner shall do anything which would interfere with the association's maintenance of the landscaped areas and exteriors of such structures. No owner shall do anything which would interfere with the association's maintenance of the landscaped areas and exteriors of such structures. the association shall recover the cost of such maintenance from the assessments provided for in paragraph E hereof. In the event that the landscaped area or the exterior of any multifamily structure (including the roof thereof) shall become damaged or destroyed from any cause other than ordinary wear and tear within out damage or destruction to the interior of the dwelling unit, the Association shall repair, rehabilitate and restore the same and assess the cost thereof to the owner whose landscaped area or exterior of dwelling unit was so damaged or destroyed. (CC&R's Sec. H. 1.)

3. An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault. (By-laws Art. VI. Sec. 2 (c))

4. Upstairs unit owners with a "restricted common area" patio deck are responsible for the maintenance and repair of the patio areas assigned to their respective unit. Unit owners with the flat roof area next to the patio are restricted from use of the roof area. (99)

5. Only personnel authorized by the Association or Management agent are permitted upon the roofs, community walls and fences. (99)

6. Bicycles, motorcycles, mopeds, skateboards, roller skates, toys, etc. shall not be left on walkways, driveways, or any other common area. (99)

7. Trash bins are provided for residents to take and place the rubbish inside of. Bin covers need to be closed when not in use. Residents are expected to pick up and clean up their spills. Large item/special pickups can be arranged with Port Hueneme trash. (99)

8. The iron gates on Hemlock Street must be kept closed and locked at all times. (99)

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RULES AND REGULATIONS

III. - USE RESTRICTIONS

A. ARCHITECTURAL

1. No clothesline visible from any common area shall be erected or maintained and there shall be no drying or laundering of clothes on the balconies, patios, porches or other areas. (By-laws Art. VI. Sec 4. (c))

2. No owner, resident or lessee shall install wiring for electrical or telephone installations, television antennae, machines or air conditioning units, on the exterior of the buildings of the project or wiring that protrudes through the walls or the roof of the buildings except as authorized by the Association. (By-laws Art. VI. Sec. 4. (d))

3. In order to insure adequate aesthetic controls and to maintain the general attractive appearance of the project, no owner, resident or lessee shall, at his expense or otherwise, construct fences, walls or make alterations, additions or modifications to any part or portion of the common areas, or place or maintain any objects on or about the roof or exterior of any building within the project except as authorized by the Association. (By-laws Art. VI. Sec. 4. (e))

4. Balconies, landings, railings and fences shall be kept free of any personal belongings that would be exposed to view from the common area and/or from any other unit. Flower pots are prohibited on the railings of balconies. (99)

5. Installation of screen doors and gates must have prior approval of the Board of Directors. (99)

B. GARAGES

1. Garages shall not be converted to any type of residential or living quarters. (99)

2. Garages shall not be used for the purpose of conducting a business, directly or indirectly. (99)

3. Federal, State and local ordinances shall prevail for explosive or highly flammable substances stored in a garage or unit. (99)

4. Garage doors are to be kept closed when the garage is not in use. (99)

5. The standard garage door replacement, approved by the Board of Directors, is the Martin Door, Woodline, in white, without windows sectional garage door. (09/23/97)

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III. - USE RESTRICTIONS

C. GUESTS, TENANTS AND LESSEES

1. Owners are responsible for their guests, tenant/lessee and their guests. (99)
2. Owners who elected to rent or lease their unit are responsible for familiarizing their tenant/lessee with all said Restrictions, and Rules & Regulations of the Association. Any rental/lease agreement for a period of less than thirty (30) days is not permitted. (99)
3. Owners are responsible for including in their rental/lease agreement the following statement:

"The terms of this agreement are subject in all aspects to the provisions of the Association's Declaration of Covenants, Conditions, and Restrictions (CC&R's), By-laws and Rules and Regulations (R&R's). Any failure to comply with the terms of such documents may result in a default under the rental or lease agreement, thereby subject to eviction." (99)
4. When the rental agreement/lease is signed, a copy of the R&R's is to be provided to the new tenant/lessee. The owner must have the tenant completed the Tenant Information Form and Vehicle Registration form. Within ten days of occupancy, the owner is to mail the Tenant Information Form and Vehicle Registration form to the Management company. (99)

D. NUISANCE

1. No unit shall be used in such a manner as to obstruct or interfere with the enjoyment by residents of other units or annoy them by unreasonable noises or otherwise; nor shall any nuisance or immoral or illegal activity be committed or permitted to occur or any noxious or offensive activity be carried on. (By-laws Art. VI. Sec. 4. (b))
2. The play, use, or operation of any machine or device for producing or reproducing sound shall be in a manner which does not disturb the peace and quiet of the neighborhood, nor between the hours of 10:00 p.m. and 7:00 p.m., when clearly the same is audible at a distance of fifty (50) feet or more from the building, garage, structure, property, or vehicle where the sound is produced. (99)

E. PETS

1. Dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. (By-laws Art. VI. Sec. 4. (c))

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RULES AND REGULATIONS

III. - USE RESTRICTIONS

E. PETS (contd.)

2. Ventura County and City of Port Hueneme ordinances pertaining to pets shall apply. Dogs shall be kept on a leash and attended to by an adult, or confined within the residents unit. (99)

3. Pet droppings in the common area shall be removed and disposed of immediately by the handler. (99)

4. Any damage to the common area by a pet shall be the responsibility of the owner of the unit in which the pet resides. (99)

5. All animals shall be so maintained as to eliminate excessive and nighttime noise in full compliance with all rules, regulations, and requirements of all state and local public authorities. No animal shall be without attention more than twelve (12) consecutive hours. (TITLE 10.40.010)

6. Any person who maintains, permits, or allows a pet creating a public nuisance to exist under TITLE 10 shall be reported to the Department of Animal Care and Control. If after reasonable notice from the Department of Animal Care and Control, has been served upon such person to cease, and such nuisance still exists is guilty of a misdemeanor. (TITLE 10.40.065)

F. SATELLITE DISH AND ANTENNAS

1. Residents shall notify the Association of their intent to install a satellite dish or antenna (or other video reception devices) having a diameter of less than one meter or approx. 36 inches. As part of the notification, the dimensions of the dish or antenna, and the location of the installation shall be provided. The satellite dish may be installed only on an individual owners separate interest, such as, restricted common area balcony or patio. (99)

2. If the installation is more than twelve (12) feet tall or where it extends beyond the roof line, prior approval by the Associations is required as this may present a safety issue for the association and other homeowners. (99)

3. The installation of the satellite dish shall be completed in a good workmanlike manner to prevent the satellite dish or antenna from falling. Cables and wires may not be left "dangling". No holes may be drilled through common area walls, unless permission has been obtained, in advance, from the Association. (99)

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RULES AND REGULATIONS

III. - USE RESTRICTIONS

F. SATELLITE DISH AND ANTENNAS (contd.)

4. The resident shall make an effort in a manner which will as much as possible camouflage the installation using shrubs, landscape or screening with paint or other means, only if there is no loss in signal strength or cost of an unreasonable amount of money. (99)

5. Once installation is completed, the Association will be notified and provided an opportunity to review the installation to confirm compliance with the installation requirements. (99)

6. The unit owner will be responsible for reimbursing the Association for any costs which the Association may incur to repair damages to any common or restricted area caused by the installation of the satellite dish or antenna. (99)

G. SIGNS

1. No resident shall post any advertisements, signs, or posters of any kind for public display, except as authorized by the Association, provided that this restriction shall not limit the right of any resident to display or have displayed on the exterior of such resident's unit a sign of customary and reasonable dimensions advertising such unit for sale...(By-laws Art VI. Sec. 4. (a))

2. These signs shall not measure over 20" x 28" and shall not stand higher than four (4) feet above the ground. No more than one sign shall be permitted on any given property unless it is a corner unit, in which case two signs may be placed. Only posts that can be driven into the ground are permitted. (99)

H. VEHICULAR

1. Temporary parking of vehicles is allowed in guest parking areas for periods not to exceed seventy-two (72) consecutive hours. Temporary parking for delivery trucks, service vehicles, and other commercial vehicles being used in the furnishing of services is permitted. (99)

2. The alleyways, between the multifamily buildings within the community area are **FIRE LANES**. An unattended vehicle parked in front of a garage, in an alley, and/or an undesignated parking area is subject to immediate towing, without notice or warning, at the owner's expense. (99)

3. Vehicle repairs on a driveway or in the common area are **ONLY** permitted in the case of an emergency. (99)

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III. - USE RESTRICTIONS

H. VEHICULAR (contd.)

4. Front in parking of vehicles is required in the designated parking areas between the white lines, without blocking access to mailboxes or meters. (99)
5. Parking of boats, trailer, trucks, tractors, buses and recreational vehicles in designated parking areas is limited to four (4) hours. (99)
6. No vehicle shall be "stored" in any designated parking space. "Stored" shall be defined as any vehicle not moved in any seventy-two (72) hour period. (99)
7. All vehicles within the project must be operable, properly and currently licensed, and registered meeting DMV/California Vehicle Codes. (99)

I. UNITS

1. The units shall be occupied and used only as residential dwellings and for no other purpose. (CC&R's Sec. B.2.) No more than four persons may reside in a two bedroom unit, and six in a three bedroom unit. (99)
2. Each condominium owner shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floors, windows and doors bounding his own unit and plant and maintain landscaping within his balcony area. (CC&R's Sec. B.3.) Maintenance of windows and window screens and, installation and maintenance of traditional window treatments and/or decorative drapes is the obligation of the unit owner. (99)
3. Should the interior of any unit or any part thereof, not part of the common areas, including windows, be damaged or destroyed by any cause, the owner whose dwelling unit is damaged or destroyed shall, at his own cost and expense, repair and restore the same or cause the same to be repaired and restored substantially in accordance with the original plans and specifications for the dwelling unit. (CC&R's Sec. H.2.)
4. Each owner shall maintain at his own cost and expense the interior of his unit and all fixtures, appliances and appurtenances therein or thereto in good order and repair and shall not do or permit or suffer anything to be done in such unit which will or may have a tendency to decrease the attractiveness or value of the other units in the project. (CC&R's Sec H. 4.)

SANDPIPER VILLAGE II

RULES AND REGULATIONS

III. - USE RESTRICTIONS

I. UNITS (contd.)

5. Every owner must perform promptly all maintenance and repair work within his own unit and otherwise abide by all provisions contained in the Declaration of Restrictions relative to the maintenance and repair of dwelling units. (By-laws Art. VI. Sec. 2 (a))

6. All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps, and other accessories belonging to the unit area shall be at the owner's expense. (By-laws Art VI. Sec. 2. (c))

7. In the event an owner shall have failed for a period of sixty days to maintain, repair, restore and/or rebuild his unit as required by subparagraphs 3 and 4 of this paragraph, or in the event of total or substantial destruction of the project referred to in paragraph H hereof, the Association shall have the right through its agents and employees to enter upon such dwelling units and to repair, restore and/or rebuild the same, and the Association may assess the costs thereof as an assessment upon the condominium of the owner whose dwelling unit was so repaired, restored and/or rebuilt. (CC&R's Sec. H.4.)

8. An owner shall grant the right of entry to the Management Agent or to any other person authorized by the Board of Directors or the Association in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not. (By-laws Art. VI Sec. 3 (a))

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V. ENFORCEMENT PROCEDURES

1. The Board of Directors of the Association may adopt such additional rules and regulations respecting conduct within the project as from time to time seems in the best interest of the Association. (By-laws Art. VI. Sec 4(f))

2. If you are unable to resolve a violation of the CC&R's, By-laws, or Rules and Regulations as you have witnessed, you may initiate a complaint by filing a "Violation Complaint Form" with the Board of Directors in care of the Management Company.

3. The complaint shall contain the reporting party, any witnesses, information about the accused, and a description of the alleged violation giving the acts or omissions which the accused is charged and a reference to the specific rule alleged to have been violated.

4. Upon receipt of the first complaint of an alleged violation, a "First Violation Warning Notice" letter will be sent to the accused (owner/tenant) by regular first class mail citing the complaint and asking the error be cured within five (5) days.

5. If a second complaint of the same violation occurs and the cessation date has passed, a "Second Notice of Continuing Violation" letter will be sent by registered mail to the most recent address of the Owner as shown on the Association's records, setting forth the violation, due process, and the monetary penalty.

6. The action/penalty schedule shall be:

<i>First Violation</i>	<i>Written Warning Notice</i>
<i>Second violation</i>	<i>\$25.00 monetary penalty</i>
<i>Third Violation</i>	<i>\$50.00 monetary penalty</i>
<i>Subsequent Violation</i>	<i>\$75.00 monetary penalty</i>

7. All monetary penalties are to be paid by the owner within thirty (30) days from the date of levy. In the event the owner fails to pay the penalty, the association may institute legal action for collection.

8. Monetary penalties may be immediately assessed by the Board for the repair or replacement for any damage to the Common Area or any improvements, landscaping or equipment thereon which may be sustained by the negligence or willful misconduct or malicious act or omission of said Owner or members of their family, or tenants, social guest, employees, servants, agents, or invitees.

9. The decision of the Board of Directors shall be final and binding upon the Owner. (CC&R's Section J)