

# SURFSIDE 1 ASSOCIATION

199 East Surfside Drive  
Port Hueneme, CA 93041

## Rules & Regulations



**Adopted by the Board of Directors  
September 2007  
Updated August 2011**

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## **I. INTRODUCTION**

The following are general reminders of information contained in the Surfside Association (Surfside Association), Covenants, Conditions, and Restrictions (CC&R's).

Each Homeowner, as part of their Escrow, agreed to the terms outlined in the CC&R's. Since each Homeowner is responsible for their tenant's action(s), as per the CC&R's, it is in their best interest to provide a copy of the CC&R's to their renters. It is also highly recommended that each Homeowner provide a copy of these Rules and Regulations to their tenants as well. Rule violations will be enforced according to the Surfside Association Rules Enforcement Policy (page 5).

The Rules and Regulations have been adopted to serve the interests of all Surfside Association "Residents" (resident is defined as both Homeowner and Renter). Please remember we are all neighbors – take time to know each other. By helping one another, especially by watching what is happening in our neighborhood, we can all help reduce crime and enjoy our community together. If we all use common sense and consideration for each other, Surfside Association will remain a safe and enjoyable place for all of us to live.

This also includes taking care of our homes, patios and the common areas throughout our complex. Everyone is strongly encouraged to use the various trash bins and containers located throughout our community, including those in the pool areas. However, if you do see litter, take that extra step to pick-up around the common areas, parking spaces and walkways. If you see an open trash bin, take a moment to close it.

The Surfside Association Board of Directors revised this document after review and approval at the September 26, 2007, meeting. These Rules and Regulations were approved and adopted by the Board of Directors, on September 26, 2007. All previous editions are herewith superseded.

Please read through and thoroughly understand these Rules and Regulations. Keep them handy for periodic reference as needed. Hopefully you will be able to find answers to any questions you may have. If you cannot find the information you are seeking, please contact our Office Manager at 805-488-3304.

## **II. RULE VIOLATION PROCEDURE**

1. All owners, tenants, guests and employees of the Association are subject to the current Rules and Regulations.
2. Owners are strictly liable for any violations of the Rules by their guests, tenants and tenants' guests.
3. Any owner, tenant, employee or security officer may report a violation by submitting a "Complaint Form" to the Onsite Manager or deposited in the Clubhouse mailbox. Complaint forms are available at the Manager's Office or at the Clubhouse door.
4. The Onsite Manager will review the nature of the complaint and make personal contact with the complainant for clarification, if necessary. Depending on the finding, a phone call, first violation notice or a letter will be sent to the owner with a copy to the tenant. The notification will state the rule involved, describe the alleged violation and request cooperation. It will also advise the owner of their right to appeal the violation and provide the necessary information in order to make an appeal.
5. The owner (or tenant, with authorization from the owner) *must* contact the manager within *ten (10)* days of receipt of the "Violation Notice" or letter if the owner desires to schedule an appeal. Any penalty will be assessed to the owner's account and indicated on the monthly billing statement.

## **III. RULE VIOLATION – ENFORCEMENT**

Below is the enforcement policy and fine schedule for the Surfside Association as adopted by the Board of Directors, effective September 26, 2007. The primary objective of the Board of Directors Rules Enforcement Policy is rules compliance. The California civil code requires all associations to publish a fine schedule. Enforcement and fines may vary depending on the Board interpretation of the facts presented.

If a violation notice is issued, it could result in a penalty assessment for the same or similar offense as follows:

|                           |                 |
|---------------------------|-----------------|
| First Violation           | Courtesy Letter |
| Second Offense            | \$ 25.00        |
| Third Offense             | \$ 50.00        |
| Fourth Offense            | \$100.00        |
| All Subsequent Violations | \$100.00        |

*Health, safety and security concerns are taken seriously. The violations listed below are fined automatically without a warning:*

1. Dog waste in common area must be cleaned-up immediately. Any violation of this rule will be automatically fined \$100.
2. Dogs must be on a leash at all times when in common area. Any dog found loose in the common area will be automatically fined \$100.
3. All tenants must be registered with the Onsite Manager. Failure to register a tenant will be automatically fined \$100.
4. The pool gate must be closed at all times. Failure to close the pool gate will be automatically fined \$100.
5. Fireworks are illegal and if anyone is involved in setting off fireworks of any kind anywhere in the complex they will be automatically fined \$100.
6. Dumping household goods, remodeling debris and non-recycling items in the association dumpster or anywhere in the common area is strictly prohibited. See notice on trash doors. Owners and Residents are responsible for arranging to disposal of all such items. Violations of this rule will receive an automatically fined \$100.

If a violation in the common area requires the Association to use its employee(s), hire outside labor and/or purchase material to repair damage from a willful or negligent act, the Homeowner shall reimburse the Association for any and all expense incurred. The amount will be assessed to the homeowner's account and indicated on the monthly assessments. (Bylaws Article VI, Sec. 3)

It may be the policy of the Surfside Association Board of Directors that any fifth successive violation within a twenty-four month period, or any violation that the Board deems necessary, may be turned over to the Surfside Association attorney for enforcement. Legal costs for such action will be borne by the Homeowner. Any situation, which compromises the health, welfare, or safety of any resident of Surfside Association, will be referred to the Surfside Association attorney.

## **IV. HOW TO OBTAIN BOARD PERMITS**

Whenever the phrase "*without the prior written consent of the board*" is used, contact the On-Site Office or Financial Management Company to request an Approval Form.

### Clubhouse Office

Open: Monday – Friday 9:00 a.m. to 3:00 p.m. (closed for lunch)  
 Phone: (805) 488-3304 Fax: (805) 986-4603  
 E-mail: [Surfside1@La.twcbc.com](mailto:Surfside1@La.twcbc.com)

### Anchor Management

Open: Monday-Friday 9:00am to 5:00pm, Friday 9:00am-2:00pm  
 Phone: (805) 388-3848 Fax (805) 388-0856  
[www.anchorcommunitymgt.com](http://www.anchorcommunitymgt.com)

## V. ANIMALS

1. Total number of animals per unit not to exceed a combined total of two (2). Example: One (1) adult dog and one (1) adult cat. Should your pet have a litter you may house the litter for a maximum of 10 weeks. PHCC Sec. 10441
2. Dogs must be securely leashed and controlled at all times by a responsible person. Animal Ordinance sec. 4461
3. All pet waste occurring in the common area must be promptly cleaned-up and removed to a proper waste receptacle. CC&R's sec. 11.3. ***Non-compliance is subject to an Automatic \$100.00 fine.***
4. Animals are not permitted in the clubhouse or the pool area at any time.
5. Pet owners are responsible for insuring pets are not left in their unit so as to create noxious odors or offensive activities which may be an annoyance or nuisance to other residents. CC&R Section 11.3(d); By-laws Article VII, Section 5(b).
6. Pets shall be treated humanely. Vaccinations, licenses and permits shall be obtained as required by law. CC&R Section 11.3(I); By-laws Article VI, Section 3(c).
7. Pets found wandering in the common area and without identifying collar will be deemed stray and reported to County Animal Control Office Automatically.
8. Feeding animals outside the confines of the residence is not allowed. The premises must be kept clean of pet waste and debris at all times.
9. Pets must be registered at the Surfside Association office by the pet owner along with a picture ID of the pet.

## VI. COMMON AREA

1. Obstructions in the common area are not permitted nor may anything be stored in the common area without prior Board approval. CC&R Section 11.2
2. Storage of dangerous chemicals, inflammables or explosives is strictly prohibited. CC&R Section 11.3
3. Fireworks & firecrackers are not allowed (9/91). *Anyone found to be in violation of this rule will receive an automatic fine of \$100.*
4. Screen doors may be installed only with the written Board of Directors approval. All costs for installation and maintenance are borne by the Owner. See Architectural Remedies section XI.
5. No one shall install wiring for electrical or telephone use, television or radio antennae, machines for air conditioning units, etc., on exterior walls or which protrude through walls or roof, except as authorized in writing by the Board. No walls or fences may be added, except fine mesh wiring on balconies for the protection of children and pets. CC&R Section 11.2.
6. An owner shall reimburse the Association for any expenditure incurred in repairing or replacing any common area facility damaged through their own fault or fault of their guest, tenant or tenant's guest. CC&R Section 11.2 (d); By-laws Article VI, Section 2 (c).
7. Climbing walls or fences, riding on gates or interfering with electrical gate controls or mechanisms is prohibited at all times.
8. Bicycles are to be used on roads only. Riding bicycles on sidewalks inside complex is strictly prohibited. Roller blades, skateboards and motorized scooters must be used outside the complex.
9. No one shall deposit any garbage, refuse, rubbish in or on the Common Area except in containers provided for that designated purpose in designated areas. CC&R Section 11.3
10. Trash receptacles shall be used for trash (tan dumpsters) and recyclable items (white dumpsters). Dumpsters shall *not* be used for dumping household goods, electrical appliances, carpeting, hazardous waste, remodeling waste, nor shall refuse be left anywhere in the common area. ***Non-compliance is subject to an Automatic \$100.00 fine.***
11. Smoking in the Clubhouse is not permitted at any time.
12. Car wash area is limited to washing and rinsing only.

## **VII. SWIMMING POOL AREAS**

1. **NO LIFEGUARDS ARE ON DUTY.** The Association assumes no liability for the safety of any person having access to the pools.
2. The swimming pools are for the use of the owners and their guests only. There is a limit of four (4) guest plus family members for each unit.
3. Residents are responsible for the conduct of their guests at all times. Only residents 18 years or over may invite guests into the pool area.
4. Flotation devices may not be used in the pool areas except to aid non-swimming children who are under supervision.
5. Swimming pool hours are 9:00 a.m. to 10:00 p.m. Please observe safety and sanitation rules. Children must be accompanied and supervised at all times by a responsible adult.
6. No boisterous or rough play is permitted in the pool areas.
7. Glass items and metal containers shall not be used in or around pool areas.
8. No food or pets are allowed in the pool areas at any time. All trash must be put in the trash containers. Any pets found in the pool area, pool, or spa will be fined an automatic \$100.
9. Swimming suits must be worn at all times. Individuals wearing diapers must wear swimming diapers or they will not be allowed in the pools.
10. Radios and C/D players are allowed only with the use of earphones.
11. Surfside Association pool gate card is required to enter pools and will be used to identify residents. Climbing over the pool fence will result in a violation.
12. No person under the age of 14 is allowed in the pool or pool area without being accompanied by and supervised by an adult 18 years of age or over.
13. No Smoking in or around the pool area.

## **VIII. REGISTRATION INFORMATION**

- **Homeowners**
- **New Tenants**
- **Realtors and Agents**

1. All new owners and tenants must register at the Surfside Association office in the Clubhouse. The registration fee for tenants is \$50.00. All owners are required to provide the onsite manager a key to the unit and contact telephone numbers in case of emergency. See posted office hours.
2. When you register you will receive:
  - Parking permit
  - Parking space number
  - Location of mail box –Post Office issues keys and box number
  - Location of trash facilities
  - Instruction on the use of gate entry system
  - Resident and pet registration form
  - Confirmation that a copy of the Rules and Regulations has been received.
  -
3. Access code for the front gate intercom will be provided to a new owners or new tenant upon registration with the Office. The gate intercom allows visitors to call the phone in your Unit. After answering and verifying the visitor, press #9 on your phone and the gate will open. If requested, your name will be added to the index at the front gate.
4. Failure of the Owner to register a new tenant will result in a \$100.00 fine.

## **IX. TENANTS**

Registering and providing a copy of the Rules and Regulations to a tenant is the responsibility of the Unit owner or Agent of the owner.

1. A Tenant Abidance Agreement must be signed by the Tenant and the Owner or Owner's agent and submitted to the office prior to tenant occupancy. You can mail, fax, e-mail or drop the Agreement off at the Clubhouse Office. The Registration Fee is \$50.00; Failure to register will result in \$100.00 fine.
2. The owner or agent is responsible for furnishing tenants with a copy of the Rules and Regulations prior to occupancy. Failure to do so will result in \$100.00 fine.
3. The owner has the right to rent their unit for a minimum period of thirty (30) days but in doing so is directly responsible for the actions of the Tenant, their family members and guests. Regardless of who commits a violation the unit owner will be held responsible and assessed any fines and/or cost of repairs resulting from damage to the common area.

4. Any change in residency requires the completion of a new Tenant Abidance Agreement. A change occurs when one tenant or group of tenants moves out and another tenant or group of tenants moves into any unit. If another tenant is added to those already registered (i.e. child or spouse), they need to register with the office but no additional registration fee will be required.
5. Renters or lessees may *not* sublease or rent to another party, all or part of the unit. Each Unit shall be for single-family residential purposes only.
6. Owners who rent or lease their unit waive all rights during tenancy to the use of the recreational areas.

## **X. UNITS**

1. Each Unit shall be used for single-family residential purposes only. No Unit shall be rented for a period of less than 30 days, nor will a Unit be rented providing the services as for hotel, motel, or boarding house. No Unit may be used for commercial purposes. CC&R's, Section 11.1(a), By Laws Article VI Section 3(c).
2. If it is determined an Owner is not maintaining their Unit, or portion thereof, in accordance with general standards and which is detrimental to the project, authority exists for the Board to order entry, after due notice, and cause the situation to be corrected at the Owner's expense. The cost will be paid by the Owner within 30 days of receipt of billing and if not paid shall become an assessment and collectable as are other assessments. CC&R's, Section 11.1(b), CC&R's Section 11.3(l) and By Laws Section VI Sec 3(c).
3. No Unit shall be used in such a manner as to obstruct or interfere with the quiet enjoyment of residents of other Unit's or to annoy others by unreasonable noises nor shall any nuisance or immoral or illegal activity be committed or permitted to occur. No noxious or offensive activity shall be allowed anywhere in the complex. CC&R's, Section 11.3(d), By Laws Article VI Section 5 (b).
4. An Owner shall grant the right of entry to the Manager or to any other person authorized by the Board of Directors in the case of an emergency originating in their unit or threatening their unit, whether present or not. Keys must be provided to Management for such purposes. By Laws Article VI Section 4(a).
5. An Owner is obligated to maintain all doors, door frames and door hardware.
6. Signs advertising property for sale or for rent may be placed only inside your unit. No permanent signs, flags or banners may be placed in the common area. Non-commercial signs, posters, flags or banners may be posted from windows, doors or balcony. Civil Code 1353.5
7. All structural modification or changes require a Building Permit from the City of Port Hueneme and written approval from the Board of Directors prior to beginning work. The appropriate form is available at the Clubhouse Office.

## **XI. EXCLUSIVE USE PATIOS AND BALCONIES**

1. Satellite dishes of less than 1 meter in diameter may be installed on your property after submission of an architectural request form and written approval from the Board of Directors.
2. Drying of laundry, swimsuits, towels, etc. is only permitted inside units.
3. Any damage resulting from objects attached to the patio or balcony is the responsibility of the homeowner.
4. Homeowners are responsible for all items on their exclusive use patio, balcony and carport. Any damage to the structure walls, support poles, or integrity of the flooring resulting in leaking or rotting, is solely the responsibility of the homeowner. Bicycle storage is permitted only inside patio, balcony, bicycle racks or assigned parking spaces.
5. All balconies and patios should be clean, neat and orderly at all times and nothing should be on or attached to balcony railings.

## **XII. USE OF BBQ'S**

To greatly reduce the risk of fire and to help minimize smoke flowing into neighboring units, only propane and electric barbeques are allowed. Charcoal barbeques are not permitted, nor are the burning of wood (including but not limited to wood shavings and hickory chips), charcoal, and other burnable objects in propane and electrical barbeques. Failure to comply will result in a \$100 fine.

## **XIII. ARCHITECTURAL MODIFICATIONS**

The following items require homeowner to submit an Architectural Modification Request form to the Board of Directors for consideration and approval prior to installation, conversion, modification or replacement:

- WINDOW, EXTERIOR DOOR, SLIDING GLASS DOOR
- SCREEN DOOR
- BALCONY CONVERSION
- ANY STRUCTURAL CHANGE

Architectural specifications and forms are available by contacting the Surfside Association Clubhouse office or the Property Management Company.

## **XIV. VEHICLES**

Surfside Association has extremely limited parking, 201 of the 300 available spaces are assigned to specific units with 99 spaces available for guests. The following rules are intended to promote fair access to parking for all Surfside Association residents:

1. All vehicles parked in assigned spaces must have a Surfside Association parking decal with the exception of vehicles parked in a Visitor Parking stall. Decals may be obtained at the Clubhouse Office.
2. Only motorized vehicles or bicycles are permitted in a parking space.
3. All vehicles parked in an assigned space must be street legal with current DMV tags and license plates.
4. Parallel parking in the visiting parking area, parking in the red zone, parking in a handicap stall (unless displaying a handicap parking permit) are not allowed and may result in being ticketed and/or towed.
5. Loading and unloading of a vehicle while parallel parked in a red zone is temporarily allowed providing the vehicle hazard lights are used and traffic flow is not obstructed.
6. Homeowners with guest vehicles parked longer than 96 hours must contact the office prior to their arrival to avoid fines.
7. Oversized vehicles requiring more than one parking space are not allowed to park in the complex.
8. Only minor emergency repairs on vehicles are allowed (i.e., changing tire or battery). Normal maintenance is prohibited (i.e., changing oil or other fluids). Owners of vehicles leaking excessive fluids may receive a fine.
9. Any resident expecting delivery by a large vehicle (i.e., rental truck or moving van) must notify the Clubhouse Office to facilitate safe entry into the complex. Damage to any part of the complex caused by any vehicle will be the homeowner's responsibility.
10. Vehicles are prohibited from entering through the EXIT gate.
11. Exceptions to the above restrictions may be granted should unusual circumstances occur (i.e., parking a moving van overnight or placement of a moving POD). Homeowners are required to contact the Clubhouse Office for advanced approval.
12. Homeowners are responsible for clean up of oil spills in their assigned parking space. Cat litter may be used but must be removed and disposed of immediately. There will be a \$10.00 charge to the homeowner if spills have to be cleaned by the HOA.

## **XV.-TOWING**

New towing procedures according to AB2210

1. The association may legally tow if any (1) of the following prerequisites are met.
  - a. Signage Option  
Board displays a sign with the following properties at all entrances to the complex. Must state that public parking is prohibited and vehicles will be removed at the **OWNER'S EXPENSE**
  - b. Notice Option:  
The vehicle has been issued a notice of parking violation and **96 hours** (4 days) have elapsed since the issuance of that notice.
  - c. No-Function Vehicle Option  
The vehicle is on private property and lacks and major part or equipment necessary to operate it. (ie. **EXPIRED REGISTRATION TAGS**)

## **XVI. LANDSCAPING**

Landscaping is critical to maintaining the value and enjoyment of Surfside Association. According to the CC&R's, the Association is responsible for the maintenance of all planted areas. Surfside Association currently contracts out the gardening responsibilities to a private company. Occasionally, homeowners want to enhance the landscaping around their individual Units. The Association has established the following rules to ensure the proposed work will enhance the property and be compatible with the existing landscaping:

1. Homeowner must receive written approval from the Board prior to beginning any landscape enhancement.
2. Design, materials, and plants must be consistent with current common area landscaping.
3. The Homeowner will be responsible for the purchase, installation, and maintenance of the landscaped area.
4. All plants must be at least one (1) foot minimum from the sidewalk or building and must not exceed four (4) feet at full growth.

5. The Association reserves the right to remove any plants, at Homeowner expense, which are deemed unacceptable. Further, the Association shall have the right to replant and restore the area at the Homeowner's expense. The Association shall execute its right after sufficient notice to the Homeowner and a reasonable time to comply with the request.