

RULES AND REGULATIONS

NORTHVIEW CONDOMINIUM'S
2501 Temple Avenue
Signal Hill, CA 90755

Statement of General Policy

These rules and regulations (RULES) are designed to preserve and enhance the quality of life in the Northview community and to promote harmony among the residents by making responsible provisions for their competing needs and desires. The term “residents” shall mean and refer to every person residing at Northview, be they owner or tenant.

Every resident is bound to comply with these rules. Every resident is encouraged to direct his or her written suggestions regarding amendments or additions to these rules to the Board of Directors (BOARD). Every resident is additionally responsible for ensuring that his or her guests comply with these rules. The term “resident” as used herein, therefore, shall also equate to guests where appropriate.

Failure to comply with these rules shall be grounds for fines and other enforcement as provided therein. The BOARD is empowered to commence appropriate legal action against any resident who fails to comply with these rules or with any enforcement procedure pursuant to these rules.

Any complaints or problems should be directed to the Northview Board so they are able to deal expeditiously with any situation that may arise.

You may be asked to attend a Board hearing meeting at the request of the accused.

NORTHVIEW CONDOMINIUMS

The complex is comprised of 4 buildings, defined below and may be referred to as “the campus.”

1. BUILDING NAMES

- a) North building facing Willow Avenue will be referred to as Building 1.
- b) East building facing Temple Avenue will be referred to as Building 2.
- c) South building facing Combellack will be referred to as Building 3.
- d) The clubhouse is located at the west side of the property will be referred to as the clubhouse.

2. ELEVATORS

- a) The Building 1 Elevator will be referred to as Elevator 1.
- b) The Building 2 Elevator will be referred to as Elevator 2.

3. PARKING GARAGES AND GATES

- a) Enter at Temple Street:
 - 1) Straight would be entering Gate 1.
 - 2) Left turn would be entering Gate 2.

3. UNIT DESIGNATION

Each unit will be referred to by its unit number. Units with same last two digits in their designation are referred to as a “stack,” e.g. all units ending in 01 are referred to as the 01 stack. The two exceptions are units 304 and 306. For purposes of simplification, 304 will be referenced as part of the 04 stack and 306 will be referenced as part of the 06 stack.

Major Stairways will be numbered beginning with 1 starting at the lowest unit number

For consistency in the naming convention, the small stairways for Building 2 shall be numbered using Stairway 2 while the small stairways for Building 3 shall be numbered using Stairway 3. Stairway 4 shall have no sub numbering associated with it.

COMMON AREA (BUILDINGS AND GROUNDS)

- 1) Any damage to the building, recreational facilities, landscaping, equipment, or any other common property shall be the liability of the owner causing such damage, their guests, tenants, vendors, or service persons. Failure to repair damage within ten (10) days from the date of incident shall be grounds for enforcement action. Notwithstanding the foregoing, damage to any part of the building causing breach of security of same (garage gates, exit doors, alarms, etc.) must be repaired within twenty-four (24) hours.
- 2) Common area (walkways, entryways, pool, Jacuzzi, etc) shall not be obstructed in any manner at any time.
- 3) All state and local ordinances must be observed whenever flammable liquids are brought into units or common areas.
- 4) No resident shall plant or cause to be planted any plants in common area without the approval of the BOARD.
- 5) Garage, balcony, or patio sales are prohibited.
- 6) Smoking is prohibited in elevators, all common areas and balconies.
- 7) No matches, ashes, cigarettes, or cigar butts are to be dropped or thrown on common area, including planters. Smokers are asked to be considerate of others.
- 8) No wrappers, papers or any other trash or garbage of any kind shall be dropped or thrown on any common area.
- 9) Carts shall not be left in the common area including but not limited to elevators, walkways, and garage area.
- 10) Lewd sexual or obscene activity is banned in/on/around the common area.
- 11) Owners are not permitted to install any electrical equipment including shop machinery, radio or television equipment, heavy-duty office equipment, etc., which may overload the electrical circuitry of the project or their units or to violate local fire regulations or cause an increase in insurance premiums, charged to the Association.
- 12) Wheeled toys and bikes may not be ridden in common area including garage.
- 13) No footballs, volleyballs, baseballs, etc., are to be used in the Common Areas. Tennis Court is for Paddle Tennis only.
- 14) Residents are never permitted to climb in the planted areas, on the pool/Jacuzzi equipment pump house or on retaining walls at any time.
- 15) Projectile toys are not permitted in the complex at any time.
- 16) Unreasonable levels of sustained or repetitive noise should be avoided between the hours of 10:00 p.m. to 8:00 a.m.

Exterior Appearance of Units

1. BALCONIES

- a) Balconies and Patios are to be clutter free and visually pleasant.
- b) Items allowed on balconies or patios include: Outdoor furniture and potted plants (Potted plants or other objects are not allowed on balcony ledges/railings per insurance requirements).
- c) Balconies may contain only approved types of barbeque cooking devices. Large propane barbeque grills; open-flame, charcoal, or wood grills **MAY NOT** be used or stored on balconies. This rule is in compliance with the California Fire code **308.3.1 Open-flame cooking devices.**
- d) Storage of items not allowed on balconies, railings or patios include, but are not limited to: visible towels, swim suits, clothing, brooms, mops, buckets, large appliances, storage boxes, or surfboards.
- e) No balcony railing or patio railing shall be lined with rattan, wicker work, chicken wire, screening or similar materials.
- f) No articles shall be hung from the exterior windows, doors, balconies, railings, wall and etc.,
- g) "Mobiles" and wind flags are limited to two (2). The US Flag may be flown at any time and Seasonal flags on appropriate holidays. Flags size is limited to 4'x6'.
- h) Hanging plants are permitted inside balcony but must be at least 12 inches from railing.
- i) Sun Umbrellas are permitted if they **meet the following criteria:**
 - o No larger than eight (8) feet in diameter
 - o The only colors permitted are Tan/ Beige, Brown or Terracotta
 - o The umbrella must not be tattered, torn, broken or faded
 - o Umbrellas are to be collapsed and stored when not in use
 - o Umbrellas must not extend past the balcony railing
- j) No Items are allowed on the balcony railing such as flower boxes, potted plants and decorations.
- k) Heat Lamps, patio heaters or fire pits are not permitted on patio or balcony.
- l) No sweeping debris off the side or hosing down of balconies is permitted. Dustpans and mops are recommended for cleaning.

2. WINDOWS AND DOORS

- a) Curtains, draperies, or blinds may be installed as window covers. No window shall be covered with cardboard, aluminum foil, towels, sheets, or similar materials.
- b) All window coverings must be white, cream, or ivory. Do not use bright/dark colored window covers. This rule applies only to the exterior appearance of the window. Colorful draperies are acceptable as long as the curtain lining (which faces outside) is one of the shades mentioned above. Please check with the BOARD before making purchases of window coverings to verify compliance with above rule.
- c) All screens and window coverings **MUST** be maintained in good condition (no holes or tears).
- d) Political, religious or other signs in windows or units where visible to public view are prohibited without written approval of the BOARD and/or as allowed by Civil Code 4710. Exceptions: 6" x 6" Neighborhood Watch signs, "For Sale/For Rent signs, and Seasonal decorations. No decorative items may be displayed on window ledges.
- e) Bathroom window sills may not be used as storage shelf for items such as shampoo, rinse, etc.
- f) Security rods may be used for extra security on windows, provided they are not makeshift in appearance, i.e. they should lay in the window tracks out of sight.
- g) Attractive door mats are permitted (irregular and/or stained carpet scraps are prohibited).
- h) Unit entrance light bulb should not be exposed or hanging below the depth of the fixture.
- i) Individual unit entry security door must be a security door and not an aluminum screen door. **BLACK** or **BROWN** in color only.

3. CLUBHOUSE

- a) The Clubhouse and Facilities are for the for the use of owners/tenants 15 years of older, unless supervised by an adult. **Guests must be accompanied by an adult owner/tenant at all times.**
- b) Birthday parties and activities for minors under the age of 15 must be supervised by an adult.
- c) Use of the Clubhouse and Facilities may be suspended if Association Dues are thirty days delinquent.
- d) Pets are not allowed in the Clubhouse at any time.
- e) The Clubhouse is available for parties of no more than **35** persons on a reservation basis only.
- f) Reservations will be made on a first come, first served basis.
 - 1) To reserve the Clubhouse, please notify the designated Representative with the date and time.
 - 2) A \$100.00 deposit plus a separate \$25.00 administrative fee is required at the time of reservation.
 - 3) The deposit is refundable if the Clubhouse - including the bathroom and kitchen are returned to a "Clean and Undamaged" condition by noon the following day. "Clean and undamaged" will be determined by the BOARD and is not negotiable.
 - 4) Should damage exceed \$100.00, the deposit will be forfeited and the owner will be liable for the amount exceeding the \$100.00.
 - 5) If the Police are called for any reason related to the event in the clubhouse, the deposit will be forfeited and the event terminated immediately and future use may be denied.
 - 6) The Clubhouse reservation will include the upper cement patio area outside the sliding Clubhouse doors to the railing only, i.e. the pool cannot be reserved and must be shared with other Northview residents.
 - 7) Party noise shall be kept to a minimum and confined to within the Clubhouse building after 8 PM.
 - 8) When having a party in the Clubhouse it is not permissible to leave the **MAIN ENTRANCE** or **ANY GATE** open for your guests.
 - 9) Guests are required to enter and leave the complex through the **MAIN** entrance.
 - 10) The back gate is not to be use as a guest entrance.
 - 11) All guests must use guest or street parking.
 - 12) The Fire Lane that runs behind the Clubhouse is not to be used for parking under any circumstances. Access from the Combellack driveway gate will be granted for deliveries **ONLY**. Guests are not permitted to use this gate as entrance to the complex.

- 13) Glass items are not allowed on patio areas or around the pool at any time.
- 14) The Clubhouse furniture is not to be removed from the Clubhouse at any time (It may be re-arranged, but must be returned to the original configuration position when done).
- 15) The barbecue may be used by all owners/tenants during pool hours and must not be monopolized, regardless of whether the Clubhouse is reserved. BBQ must be cleaned after each use.
- 16) A copy of these rules will be provided to all persons who reserve the Clubhouse. They will be agreed upon, initialed, and returned to the designated representative, prior to using the Clubhouse.
- 17) Failure to abide by these rules could result in forfeiture of the reservation deposit.

4. POOL AND JACUZZI

- a) No lifeguard is on duty at the Pool/Jacuzzi
- b) Use of the facilities is at your own risk. HOA assumes NO Liability.
- c) Pool and Spa Hours: 08 AM – 10:00 PM
- d) Unreasonable levels of sustained or repetitive noise should be avoided after 8:00 p.m. No excessive noise at any time, which includes but not limited to loud music and shouting.
- e) The swimming pool and Jacuzzi areas are for the use of owner/tenants and their invited guests only. Guests must be accompanied by an adult resident at all times. **Guests are limited to six (6) persons per unit.**
- f) Any resident wishing to invite more than **six (6) guests** to the pool or pool deck area/Clubhouse patio **MUST** rent the clubhouse.
- g) For safety reasons, residents and guests under the age of 14 are not permitted in the pool/Jacuzzi area unless supervised by an adult resident.
- h) No Smoking in common areas which includes Pool and Jacuzzi.
- i) Any incontinent person is not permitted in the pool/Jacuzzi.
- j) Persons with diarrhea, or who have had diarrhea within the last 14 days are asked to refrain from use of the Pool/Jacuzzi areas due to State Health Regulations.
- k) Persons with skin disorders, open wounds, colds, coughs or communicable diseases are asked to refrain from the Pool/Jacuzzi areas for obvious risks of health problems.
- l) Animals are not permitted in or around the Pool/Jacuzzi area at any time, according to the LA County Health Dept. regulation, with the exception of Service Animals.
- m) **No glass** is permitted in the pool/Jacuzzi area at any time for any reason.
- n) Food and beverages may be brought to the Pool/Jacuzzi area in plastic or metal containers. Each resident will be responsible for picking up and removing trash from the area.
- o) No eating is allowed in the Pool/Jacuzzi.
- p) Residents cannot “reserve” pool-side chairs in advance
- q) The following is prohibited in the Pool/Jacuzzi area:
 - a. Intoxication
 - b. Running

- c. Boisterous or rough behavior
 - d. Nudity
 - e. Lewd sexual or obscene behavior
 - f. Diving or jumping in the Pool/Jacuzzi
 - g. No floatation devices are to be used when the pool has more than three (3) residents
- 2) The pool furniture must not be abused. Residents may move the lounges to be in the sun but must be returned to its original place when done.
- 3) Appropriate swimwear is required for the Pool/Jacuzzi. **No street clothes permitted.**

5. PETS/ ANIMALS

- 1) Dog(s) must be licensed and must comply with all applicable City, County and State codes, ordinances and laws.
- 2) All pets while not confined within an enclosed space (i.e. inside a unit, or vehicle) must be secured by a leash no more than eight feet long and held continuously in the hands of a responsible person capable of controlling the pet.
Signal Hill SHMC 6.04.010
Long Beach LBMC 6.16.100
- 3) Residents walking their dog(s) must have them leashed and carry and use the necessary equipment/materials for cleaning up after their pets.
- 4) Residents must clean up any common area soiled by their pet including sanitizing, deodorizing and stain removal immediately after it occurs.
- 5) Residents are not allowed to walk dog(s) on the interior landscape areas.
- 6) Pet owners must control their pets, so as not to destroy, ruin or otherwise damage lawns, planted areas, trees or other property. To preserve our landscaping Residents MUST pick up after their pet(s).
- 7) Pet owners are responsible for noise disturbance by their dog(s).
- 8) Leaving unattended pets on balconies and patios or in any other common area is prohibited.
- 9) Residents are not allowed to let their pets to use the balcony or patio of their unit as a waste elimination area.
- 10) Pets are not allowed in the Clubhouse, Pool, Jacuzzi area or Tennis court.
- 11) Animals shall be limited to less than 36 pounds.
- 12) The limit on animals will be 2 per unit.
- 13) Small caged animals such as birds are not included in the animal count limit within reason.
- 14) Snakes, and rodents are forbidden.

6. Noise

- 1) Sound equipment shall not be played loudly on balconies or patio areas. Sound equipment played loud enough to be heard by a neighboring unit is said to be too loud.
- 2) All sound equipment in use between 10:00 p.m. and 8:00 a.m., including televisions, should be used at low volumes. This is particularly important to units facing into the inner courtyard where escaped sound quickly invades other units.
- 3) Annoying activity which interferes with the right of quiet enjoyment of residents within the building is prohibited.
- 4) 2nd and 3rd floor residents should be considerate of their downstairs neighbors so as not to disturb them with unnecessary heavy walking.
- 5) We encourage residents to discuss the noise issues between one another whenever possible.
- 6) More serious infractions will be addressed by the Board.
- 7) As residents of a large building, we enjoy community atmosphere and close relationships. However, each of us also wants and needs peace and privacy and each of us should respect the peace and privacy of others. Because we live in a building with common walls, floors and ceilings, one of the most serious detractors from the quality of life is NOISE. It is important for each of us to be aware of the effect which noise we create can have on other residents. It is equally important for us to do what we can do to minimize this violation of our neighbor's lives. **The first and final word is to be considerate.**

7. GARAGE, PARKING AND VEHICLES

- 1) **Park at your own risk.** The HOA and the BOARD are not responsible for loss of or damage to cars, or personal property left in cars.
- 2) The speed limit in the garage is “5” MPH.
- 3) No skateboarding, bike riding, or playing permitted in the garage.
- 4) Owners are responsible for maintaining the cleanliness of their assigned parking spaces.
- 5) No accumulation of engine oil, antifreeze or other fluid, whether caused by leaks or other sources shall be permitted on the garage floor.
- 6) Receptacles containing oil absorbent filters such as cat litter are acceptable solutions. **Cardboard and other flammable substances are not permitted.**
- 7) Oil absorbent/cat litter applied directly on to the concrete MUST be cleaned up within 24 hours.
- 8) If an accident occurs due to absorbent/cat litter on the concrete the owner will be held responsible for the damages.
- 9) Vehicle repairs are not permitted anywhere on the property with the exception of minor repairs that can be accomplished in a matter of minutes, such as tire changes and battery changes. Oil changes or engine overhauls are not permitted under any circumstances.
- 10) Parking spaces are to be used for parking motor/ electric vehicles only.
- 11) Parking areas are Common Areas assigned to your unit, therefore, trash from cars and ashtrays are to be deposited in the trash bins and not on the garage floor.
- 12) No inoperable vehicle shall be stored or allowed to remain on the property more than 72 hours, without BOARD approval.
- 13) Parking in areas designated as “NO PARKING” is prohibited. Violators will be towed away without warning, at the owner's expense.
- 14) **Guest Parking spaces are for visitors only.**
- 15) An overnight guest parking requires a guest parking pass that must be displayed on the front windshield. Authorization can be obtained via Northview HOA email with picture of vehicles license.
- 16) Permit is only good for FIVE (5) days. Contact BOD if stay is longer.
- 17) Vehicles are never to be parked in any way to block other owner's spaces, elevators, walkways, trash bins or the driveway. Violators will be towed at their own expense.
- 18) No vehicle washing in garage is permitted.

8. SECURITY/STORAGE

- 1) This is a controlled access campus. The HOA and the BOARD are not responsible for loss of or damage to personal property secured or unsecured.
- 2) No person shall be allowed to prop, tie, block, or otherwise secure in the open unattended position any door leading to the outside, e.g. the drive through gate on Combellack should be rolled closed except when explicitly in the act of driving in or driving out so as to ensure the security of the campus. The owner of the unit involved will be held responsible for any damages that occur.
- 3) No person shall secure the elevators in an open unattended position, e.g. when moving more cargo that can be transported in one trip to the elevator, stage all of the cargo next to the elevator, call for the elevator, move the cargo into the elevator, transit to the selected floor, fully unload the cargo, release the elevator, and move the cargo to the unit. The owner of the unit involved will be held responsible for any damages that occur.
- 4) No one shall allow strangers to enter the building. This includes:
 - a) Security gates shall never be opened to strangers
 - b) Do not buzz strangers in by the security access system
 - c) Residents must be careful not to let strangers follow them in through the garage gates.
- 5) Door-to-door salespersons ARE NOT allowed within the complex.
- 6) Every person entering or leaving the building on foot shall ensure that the exterior door through which he or she passes closes and latches securely.
- 7) Every resident of a unit with windows or doors opening onto the street level shall ensure that his or her windows are closed and locked whenever that resident leaves that unit.
- 8) Residents (and guests) shall enter and leave the premises through doors or gates and not by climbing over gates or fences.
- 9) Residents should lock cars when parking in the garage to discourage potential break-ins. It is strongly advised to never leave your remote garage door opener in your car.
- 10) It is also strongly recommended that residents not leave valuables and packages in their cars, door steps or mailboxes especially during holiday periods.
- 11) The area between the cement bumpers and wall can be used for storage only with the approved container. Example on next page. Bicycles and shopping carts are accepted but with the understanding that they are stored at the owner's own risk.



A)
Rubbermaid Deck Box 73 Gallon/ 10 Cubic ft.



B)
90 Gallon

9. TRASH CONTROL

- 1) Leaving trash on common area floor, including trash chute rooms, is prohibited. If you drop or spill trash, pick it up.
- 2) Nothing too large shall be put down the trash chute.
- 3) It is required that large boxes or other over-sized trash must be broken up and deposited in the appropriate dumpsters located in the garage area trash rooms, i.e. Garbage or Recycle.
- 4) Newspapers left at the front gate will be thrown away at the end of the day. Please encourage the delivery person to deliver to your door, e.g. LA Times already does this.
- 5) Drip trails to trash chute MUST be cleaned up or Resident will be charged for the cleanup.

BULK ITEM TRASH PICKUP

1. The disposal of items such as furniture, mattresses, box springs, washers, dryers, old televisions and other large/bulky items are allowed only if:
 - a) Signal Hill Disposal is called @ 562-597-0608 to schedule a bulky item(s) pickup. Each resident of Signal Hill receives two **FREE** pickups per year
 - b) Resident notifies Paragon Equities by phone @ 562-494-4455 and/or the Board by email at northviewhoa@gmail.com
 - c) Items can be left in Guest Parking (spot #1) one day prior to the scheduled pickup date. *Do not leave items in the trash chute or recycling rooms!*
 - d) Each item to be picked up must be clearly marked noting the date the item(s) will be picked up and the unit # of the resident leaving the item(s)

Any resident not following the above procedure will be assessed a fine of \$250 per item to recoup the cost of a special pickup by the association since the HOA does not receive any free annual pickups. Please help keep our dues down and our complex clean/trash free by reporting violators to Paragon by phone or email us at northviewhoa@gmail.com.

RECYCLING

- 1) Newspapers and magazines can be dropped down the recycling chute.
- 2) Glass, cans and plastic bottles should be deposited in the recycling bin on the garage level.
- 3) Boxes must be broken down and deposited in the recycling bin on the garage level.

10. STRUCTURAL ALTERATIONS/ ARCHITECTURAL APPROVAL

a) Condominium living is unique and puts great emphasis on mutual interest as well as cooperation, consideration and communication among all residents. The Committee appreciates that it is important that all association members have the right to remodel or renovate their units. However, for the benefit, aesthetics, and safety of the entire community, the changes must:

- Maintain consistency of exterior architecture (e.g., front doors)
- Ensure safety of building (e.g., moving electrical wiring and plumbing)
- Adhere to governing documents (e.g., no venting dryers through walls)
- Guarantee soundness of structural integrity (**altering walls**)
- Alleviate noise between units (e.g., flooring underlayment on upper floors)

b) Examples of condo improvements that **do not** require an ARC form or a city permit:

- Interior painting (excluding lanai. See "Painting Lanai" below)
- Dry wall repair, Wall papering
- Re-screening window screens
- Carpeting and padding
- Replacing bathroom cabinet (if no plumbing/electrical alteration)
- Kitchen cabinets/countertops (if no plumbing/electrical alteration, & no reconfiguration of space)

c) Examples of condo improvements that **do** require an ARC form (but not a city permit):

- Replacing screen doors
- Flooring: All units above ground floor that desire tile, laminate, wood, or other synthetic floors that are not carpeted shall install a sound barrier underlayment after approval of specification sheets. Recommended Sound Transmission Class rating for non-tile is 70 or higher. Recommended Sound Transmission Class rating for tile is 60 or higher.

d) Examples of changes that require **both** an ARC form **and** a City Building Permit. City Building Permit Requirement Guidelines are attached to the Application for Alterations.

- Replacing windows
- Replacing air conditioner
- Replacing water heater
- Altering, adding, deleting, or moving electrical wiring or plumbing
- Replacing front doors. Paint must be provided by the Association. No approval will be given for alteration of the front door appearance.
- Interior remodels, wall alterations or replacements, load-bearing or non-load-bearing walls

e) Examples of condo improvements that ***will not be approved:***

- Changes to common elements (roofs, exterior walls)
- Venting dryers into internal wall or ceiling void space. It is a violation per the City of Signal Hill Building Department, and the City of Signal Hill Fire Department
- Altering the venting of dryers through roofs or external walls.

f) For all work which does require a City of Signal Hill permit, the work must be done by a licensed contractor.

g) All contractors must provide a Certificate of Liability Insurance and Workers' Comp.

h) Work shall not commence until application is approved.

i) Approved application shall not be altered.

j) Contractors must ensure that they do not cause any damage to the building walkways.

Flooring Guidelines

Any installation of carpeting must use materials designed and represented by the manufacturer and installing contractor to achieve a minimum result of 70 in a Sound Transmission Class (STC) test and Field Impact Insulation Class (FIIC) test using California testing standards and must actually achieve such result or higher if tested, disregarding any margin of error.

Any installation of hard surfaced flooring must use materials designed and represented by the manufacturer and installing contractor to achieve a minimum result of 57 in a Sound Transmission Class (STC) test and Impact Insulation Class (IIC) test using California testing standards and must actually achieve such result or higher if tested, disregarding any margin of error.

Should the owner below have complaints regarding noise transmission that owner may have an Acoustical testing performed at their expense with the cooperation of the upper unit owner. If it is determined that the above sound specifications are not met the upper unit owner may be required to remove and replace the flooring and be called upon to pay for the sound test.

Northview Condominium's ARCHITECTURAL APPLICATION

Submittal Date: _____

Completion Date: _____

Applicant's Name _____

Contractor's Name _____

Street Address _____

Street Address _____

City, State, Zip Code _____

City, State, Zip Code _____

Home Phone _____

Other Phone _____

Office Phone _____

Other Phone _____

Legal Description Address: _____

Building Permit Required? Yes No

Engineering Certificate? Yes No

Proof of Workman Comp Yes No

Description of Uncommon Materials as to Weight & Thickness: _____

Method of Installation or Application of Materials: _____

List Materials & Finishes: _____

Date Approved: _____

Approved By: _____

Date Application Denied: _____

Explanation of why application was denied:

Applicant has a right to appeal the Board's denial decision.

ADDITION OR MODIFICATION DRAWING

North ↑



INSTRUCTIONS

1. Dimensions must be shown but need not be to scale.
2. Indicate principal connections particularly where touching common area walls.
3. The direction North and the North arrow are referenced above..
4. Show all buildings, fences and other improvements, existing, new or proposed.
5. Show all dimensions, distances between new work and property line.

BUILDING _____ UNIT # _____

OWNER NAME(S) _____

PHONE _____ EMAIL _____

INSTRUCTIONS:

1. Submit copies of any drawings and product specification sheets to be approved by the ARC.
2. Work shall not commence until application is approved.
3. Approved application shall not be altered.
4. Denied applications can be appealed to the Board of Directors.
5. It is recommended you hire a reputable contractor who can show you they have insurance.
6. Architecture Committee will contact you within two (2) business days after receipt of application.

CONTRACTOR NAME _____ LICENSE # _____

DESCRIBE ALTERATIONS IN DETAIL (attach additional sheet if necessary)

CITY PERMIT # *or* PERMIT APPLICATION # _____

DRAWING ATTACHED YES NO

PRODUCT SPEC SHEETS ATTACHED YES NO

ROOF / EXTERIOR WALL CHANGE YES NO

By this request, the owner assumes full responsibility for applicable permits, installation, maintenance, replacement, costs of the above work, and adherence to <association name standards & guidelines. We further agree to indemnify and hold harmless <association name> for any claims arising out of this action.

Owner Signature(s) _____

Date _____

Mail / Scan / or Fax completed form and any attachments to:

Architecture Review Committee – Northview Condominiums BOD
 Paragon Equities 562-494-4455 FAX 562-494-0047
 4543 E. Anaheim St., Long Beach, CA 90804
 Northviewhoa@gmail.com

Architectural Committee Use Only: WALK-THRU NECESSARY? APPROVED DENIED

Signature _____ Date _____

Signature _____ Date _____

Signature _____ Date _____

Comments _____

11. CABLE/SATELLITE

The FCC Rule of August 5, 1996 requires Common Communities to allow the installation of a satellite dish consistent with reasonable rules and regulations as adopted by the Board of Directors, to ensure safety and consistency with the architectural appearance of the building as well as to protect the Association from liability issues as a result of the installation of a satellite dish.

The term "reasonable" shall mean costs, requirements, locations and the like to which do not impose unreasonable expense or delay nor preclude reception of an acceptable quality signal. An "acceptable quality signal" does not mean the strongest possible signal.

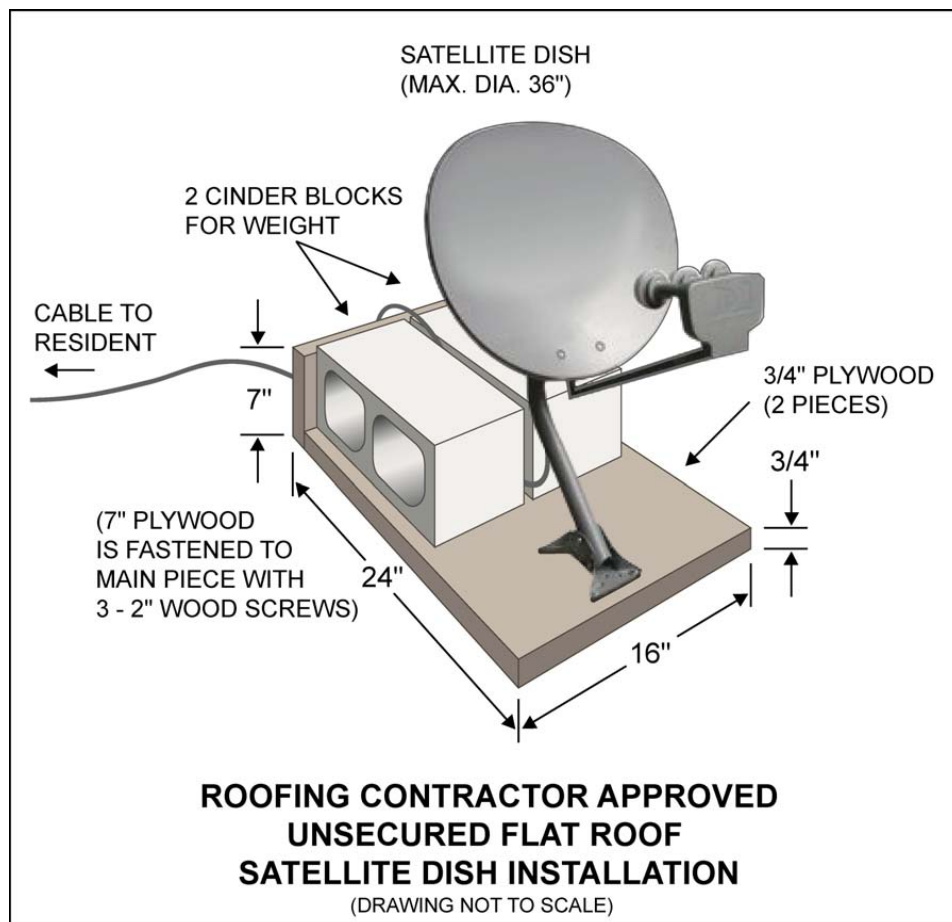
A homeowner who wishes to install (or whose tenant wishes to install) a satellite dish must first obtain the permission of the Board of Directors to do so. A request must be submitted in writing along with a drawing locating the proposed installation of the satellite dish. If a satellite dish is installed prior to obtaining approval of the Board of Directors, the Homeowner may incur additional costs to relocate, conceal or screen the satellite dish consistent with the approval of the Board of Directors. The Board of Directors may also have the satellite dish removed or cause non-compliance action to be taken with the possibility of subsequent fines should this be necessary.

Once, approval is given, by the Board of Directors; regarding the installation of a satellite dish, such approval shall be subject to the following:

- a) A satellite dish must be one meter or less in diameter.
- b) Satellite dishes will be required to be placed in locations that are not visible from the street, common area, or other homeowners units.
- c) Satellite dishes must be adequately and safely installed. No bolting, nailing, or mounting of guy-wiring may be attached or affixed to Common Area property including roofs, eaves, or exterior walls or the property of others. No satellite dish may be installed or maintained in such a location as to obstruct access for fire safety purposes. Satellite dishes must be installed by personnel showing evidence of Workman's Compensation insurance and other liability insurance and must be "professional," adequately trained for this type of work.
- d) The homeowner is solely responsible to pay costs of installation of the satellite dish and for the cost of screening/concealment (where appropriate) and may be required to paint the satellite dish to match the building's dominant color if appropriate. The Board of Directors reserves the right to give careful scrutiny to determine if a reasonable, but less obtrusive method or approach can be found which provides an acceptable quality signal.

- e) The homeowner and/or occupant who install a satellite dish will be responsible to the Association for the cost of repairing damage to any common area which occurs either during the installation of the satellite dish, while in use or upon removal of the satellite dish. The homeowner shall also be responsible for any personal injury, bodily injury or property damage. Homeowners shall be required to sign a statement agreeing to be financially responsible for all damage as a result of the installation or removal of the satellite dish as a condition of permission to install a satellite dish. It is recommended that the Homeowner carry adequate insurance for the benefit of his unit and which insure against the above risks.
- f) In the event that homeowner (or tenants) vacate their units who have had satellite dishes installed; such homeowner (tenants), shall be required to remove the satellite dish and restore the area to a like condition as existed prior to installation.
- g) The Management Company is to be notified in advance of the date and time of the proposed installation.

The Satellite Dish Must Use the Method shown in the diagram below



Cable/Satellite Agreement

I, _____, agree to the terms outlined above for installation of a satellite dish for my unit. I understand that financial penalties will be imposed, as outlined above, if I do not abide to the policy within a thirty-day timeframe.

Signature

Name (printed)

Date

Unit

Disapproved / Approved:

Signature

Date

President, Board of Directors

Northview Condominiums, Inc.

cc: Board of Directors

12. RESPONSIBILITIES OF OWNER AND INVESTORS

- a) All Owner-Investors must submit a copy of their lease or rental agreement to the BOARD ten (10) days prior to the tenant's occupancy at Northview.
- b) All Owners-Investors must include among the terms of the lease or rental agreement of his/her unit an agreement that the CC&R's bylaws and Northview R&R's will be complied with by the tenant, and that noncompliance is grounds for termination of the lease and eviction of the tenant. Each Owner-Investor is responsible for providing and familiarizing the tenant with the CC&R's and the Rules and Regulations. Should any owner fail to comply with this ruling, such failure shall be no defense against the fine levied against the Owner-Investor for an infraction on the part of that Owner-Investor's tenant.
- c) Owner-Investors who are renting their units shall submit to the BOARD within thirty (30) days subsequent to the tenant's move-in, a statement signed by the tenant(s) that he/she has received a copy of the CC&R's and these Rules and Regulations.
- d) Owner-Investors who lease their units must be aware of County and City regulations governing the maximum occupancy of their units and must strictly adhere to such occupancy limits.
- e) Owner-Investors are required to provide the Association's Management company with the following information regarding their tenant:
 - a. FULL NAME(S) of occupant of the unit
 - b. AGES of all residents under 18
 - c. TELEPHONE # of unit for emergency use only
 - d. LICENSE PLATE of all tenant vehicles, which will be parked in the garage.
- f) The form used to report this information can be obtained from the Association
- g) Owner must provide a copy of the Rules & Regulations to the tenant and must provide a signed receipt to said exchange.
- h) Owner-Investors (and tenant) must be aware and in compliance with City and County regulations concerning the prohibition of commercial activity within individual units.
- i) Short term rental are NOT permitted, for example:
 - o VBRO
 - o Couch Surfing
 - o Airbnb

13. MOVING

- a) All persons involved in the move must be instructed in the following procedures. (This includes friends, relatives, and professional or hired movers). The BOARD must be contacted and advised of the date and approximate time of the move.
- b) Refundable moving fee of \$250, payable to Northview HOA and provided to the Management Company prior to move in.
- c) Extreme Caution should be exercised when moving items (especially large or heavy objects) so as to not cause damage to common area property. Damage to common area walls, floors, carpet, doorways, fixtures, or elevators will result in a fine commensurate with the damage.
- d) Please be considerate to homeowner while moving. Loud, boisterous, or obnoxious behavior will not be tolerated.
- e) Do not dolly or drag large, heavy items up or down the entrance steps, across the tiled entry floors.
- f) NO gate or building entry door shall be held or propped open and left unattended. These gates and doors may be held open only for as long as is required to move items in or out of the building.
- g) All boxes must be flattened before disposal. Do not attempt to stuff boxes or large bundles of trash in the trash chutes. Take all large items to the dumpsters located in the room next to the elevator on the garage level.
- h) All moves are to be completed between the hours of 8.00 a.m. and 7:00 p.m.
- i) Trucks are not to block the garage exit or entry at any time. The fire gate area (behind the Clubhouse) may be used for loading and unloading items.
- j) "For Sale/For Rent" signs may be posted only on the sign holder provided by the Association. Signs are to measure 6" x 24" with 18 inches between hooks.
- k) All lock boxes used by Real Estate agents shall be secured to the fencing in the area as noted adjacent to the entrance to Garage 2. The appropriate area will be designated. Lock boxes found secured to any other areas shall be removed and discarded without notice.

14. VIOLATION ENFORCEMENT PROCEDURES

The following procedures will be utilized to enforce rules violations:

- a) It is imperative to the success of the rule enforcement process that each neighbor who observes a potential rule violation attempt to ascertain the identity and, if possible, the resident address of the offender. All observed rule violations should be immediately reported in writing via electronic communication to the Property Management company.
- b) Within twenty-four (24) hours after reporting the observed rule violation to the Property Management company, a cursory investigation into the alleged violations will be made.
- c) Within five (5) days from the date of the alleged rule violation to the Management company, written notification of the observed violation will be sent to the alleged offender. Such written notification will briefly state the nature of the rule violation observed.
- d) The homeowner may be allowed up to thirty (30) days to comply with the rules / regulations, or to insure that their tenant or guest is compliant. If additional time is required to correct the violation, a written request for extension must be received within ten (10) days after notification of the violation with an explanation as to the cause of the delay. A response from the Board will be rendered as soon as possible.
- e) Should the alleged offender wish to contest the alleged rule violation, the notification will also provide a date, time and place for a hearing giving the alleged offender the opportunity to be heard on the matter.
- f) Should the alleged offender not be available to attend the hearing on the date and time scheduled, he/she may either submit his position in writing to the BOARD for its consideration at the hearing or make arrangements with the BOARD'S president for an alternate hearing date.
- g) In absence of either a written statement of position by the alleged offender, or arrangements made to attend a subsequent hearing, the BOARD may proceed without the presence of the alleged offender. The decision determined by the Board is final.
- h) Should the alleged offender not pay all sums found owing for restitution of property damage and/or fines levied within thirty (30) days from the BOARD'S decision, it will be presumed that the offender is unwilling to comply with the decision and the matter may then be turned over to the Associations' Attorney or other proper authorities to pursue through the civil or criminal justice system.
- i) Written notification of the BOARD's decision will be sent by certified mail to all accused offenders who were not personally in attendance at the time of the hearing.

SCHEDULE OF FINES

- a) If damage to Association property is found, and if the damage was caused by unintentional conduct, the fine will be: Full restitution (being the full replacement value of the property damaged or destroyed). NO other fine will be imposed.
- b) If damage to Association property is found, and if the damage is determined to have been intentional, the fine will be: Full restitution (being the present full replacement value of the property damaged or destroyed), and a discretionary fine (by BOARD decision) of between 10% and 50% of the replacement value of damaged or destroyed property.
- c) For all other rule violations, the following fines shall be imposed.
- d) FIRST NOTICE: If after the thirty (30) day period, the violation still exists, the BOARD will impose a fine of \$100.00 for non-compliance. Additionally, a \$100.00 fine may be imposed for any violation of the governing documents.
- e) SECOND NOTICE: If non-compliance continues fifteen (15) days after issuance of the fine, the BOARD will issue a second fine of \$200.00. Additionally, if there is a second repeat violation of the same governing document provision within a 12 month period of time, a fine of \$200.00 may be imposed.
- f) THIRD NOTICE: If non-compliance continues fifteen (15) days after the issues of the SECOND NOTICE the BOARD will issue a third fine of \$500.00 and initiate action through the Association's Attorney. Additionally, if there is a third repeat violation of the same governing document provision within a 12 month period of time, a fine of \$500.00 may be imposed.
- g) If the third notice remains unpaid, the Association's Attorney will be instructed to institute Lien proceedings.
- h) Additionally, the Association may suspend the rights of a Member to use the recreational facilities for a period not to exceed thirty (30) days for any single infraction of the rules and regulations and/or during any time in which any Assessment against his/her Residence remains unpaid and delinquent.

15. WEBSITE

Northview Resident Survey, Front Door Dialer and Community Website

All residents are required to complete the Resident Contact Survey upon moving into complex. Once completed, you will be added to the Front Door Dialer and will have access to our Community Website.

If you have any questions, please email northviewHOA@gmail.com.

Resident Survey: <http://goo.gl/z2Ktmz> (case sensitive)

Dialer Caller ID Number: 562-426-2287

Northview Community Website: <https://sites.google.com/site/northviewhoa/>

16. EMERGENCY PROCEDURE

In the event of a *non-life* threatening emergency the procedures should be followed as directed below:

Call Paragon Equities (phone #) 562-494-4455

If no response after 60 minutes contact a Board Member directly or email northviewHOA@gmail.com

17. ASSESSMENT COLLECTION POLICY

Because the Association is responsible for managing, maintaining and repairing the common areas, timely payment of assessments is extremely important to the operations of the Association. Owner's failure to pay the assessments when due; create a cash-flow problem that disrupts the Association's operations. As a result, the Board has adopted the following policies for the collection of delinquent assessments.

Assessment Due Date: Regular dues assessments are payable monthly in twelve (12) equal installments. Each installment is due on the 1st day of each month and delinquent if not paid by the 15th of the same month. Billing statements are sent as a courtesy. Payment of assessments is required even if you do not receive a billing statement. Special assessments shall be due and payable on the due date specified by the Board in the notice imposing the assessment.

Delinquent Assessments: Delinquent assessments will be subject to late charges and interest as follows:

1. *Late Charge.* Delinquent assessments will be assessed a late charge of ten dollars \$10.00. A late charge will not be imposed more than once per delinquent installment.
2. *Interest Late Charge:* Any installment not paid by the thirtieth (30th) day of the month will accrue interest at the rate of twelve percent (12%) per annum.

Liability for Collection Costs: All late charges, interest, attorneys' fees and collection costs incurred by the Association will be added to the owner's account and will become the liability of the owner.

Enforcement Rights: Assessments are the separate debt of the owners. In addition to any other rights provided for by the law or described in the Association's Covenants, Conditions & Restrictions (CC&Rs), By-Laws, or other governing documents; the Board has the right to collect delinquent assessments as follows:

1. ***File Lawsuit:*** The Association may commence and maintain lawsuit directly on the debt without waiving its right to establish a lien and initiate foreclosure against the owner's unit for the delinquent assessment. In any action to collect delinquent assessments, late charges or interest, the prevailing party will be entitled to costs and reasonable attorneys' fees. If such costs and fees are awarded to the Association they will be become a reimbursement special assessment the owner.
2. ***Lien & Foreclosure:*** The Association may file a lien against the owner's unit for the amount of the delinquent assessment together with any late charges, interest, costs, attorney' fees and penalties. The Association, through its Board, may bid on the unit at the sale and may hold lease/mortgage and convey the acquired unit.
3. ***Suspend Privileges & Voting Rights:*** The Board may suspend the common area privileges and voting rights of any owner who is more than thirty days delinquent in paying any assessment.

4. **Additional Remedies:** The remedies described above are in addition to and not in substitution of any other rights and remedies the Association may have.

Lien & Non-Judicial Foreclosure: Upon any assessment-becoming delinquent and prior to the recordation of a lien, the Association will use the following procedure:

Notice of Delinquency: A notice will be mailed to the owner via first class mail and certified mail to pay the account in FULL or a lien will be recorded against the owner's property. The following will be included in the *Notice of Delinquency*:

- a. A copy or summary of this Delinquent Assessment Collection Policy.
- b. The method of calculation of the amount owed.
- c. A written statement that the owner has the right to inspect the Association's records, pursuant to Corporate Code, Section 8333.
- d. An itemized statement (Owner Ledger) of the charges owed by the owner, including items on the statement, which indicate the amounts of delinquent assessment payments, costs of collection, attorney's fees, late charges and interest (if any) and their method of calculation.
- e. A statement that the owner shall not be liable to pay delinquent assessment payments, costs of collection, attorney's fees, late charges and interest (if any); if it is determined the assessment was paid on time to the association.
- f. If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a LIEN RELEASE within 21 days, and to provide an owner certain documents in this regard (California Civil Code, Section 1367.1)
- g. The owner's right to request a meeting with the Board to discuss a Payment Plan.

Recording of Lien: If the owner fails to bring the account current, a lien will be recorded against the owner's property.

Prior to the recording of a lien, homeowners that are delinquent will be sent a "pre-lien" letter. The pre-lien letter will include an offer by the association to engage in informal dispute resolution upon receipt of a written request within thirty (30) days of the pre-lien letter, pursuant to the association's meet and confer program required by Civil Code Section 5900, et seq.

Prior to recording of a lien, the Board of Directors will approve the recording of the lien in open session at a regular or special board meeting.

Notice of Lien: Within ten (10) days following recordation of the lien, a copy of the lien will be mailed to all owners of record for the property, as provided for in California Civil Code, Section 2924b.

Foreclosure: Thirty (30) days following recordation of the lien, foreclosure will begin. In lieu of foreclosure, or currently a lawsuit may be filed against the owner personally; if the Board concludes such action is in the best interests of the Association.

Prior to commencing foreclosure, the association will offer to engage in informal dispute resolution upon receipt of a written request within thirty (30) days of the offer of such informal dispute resolution, pursuant to the association's meet and confer program required by *Civil Code* Section 5900, et seq. and will also offer to engage in formal alternative dispute resolution with a neutral third party pursuant to *Civil Code* section 5925, et seq.

Prior to commencement of foreclosure, the Board of Directors will approve the foreclosure in executive session and note the approval in the regular minutes of the association without identification of the name of the individual.

The association may not foreclose unless delinquent assessments are greater than \$1,800 or greater than one year in arrears.

All foreclosures shall be subject to a ninety (90) day right of redemption.

Returned Checks: Personal checks returned from the bank for non-sufficient funds will be subject to a service charge.

No Offsets Allowed: As required by law, owners may not offset payment of their assessments for any reason.

Crediting Payments: Any payments received will be credited to the outstanding balance in the following order: special assessments, reimbursement special assessments, regular assessments, monetary penalties and fines for rules violations, late charges, attorneys' fees and costs, and interest.

Attorneys' Fees: If a lawsuit for foreclosure action is initiated by the Association to recover assessments, the Association is entitled to recover not only the amount in default but also reasonable cost of collection, including title company charges and attorney fees as provided for by statute as well as the Association's CC&R's, Bylaws or other governing document.

Fair Debt Collection: State and Federal laws may govern The Association's Assessment Collection Policy practices regarding "fair debt collection". Penalties can be imposed for debt collection practices that violate these laws.

If for any reason a homeowner does not receive the monthly statement, the address for any payment or correspondence is as follows:

Northview Condominium Association, Inc. HOA
c/o: Paragon Equities, Inc.
Post Office Box #91665
Long Beach, CA 90809

Notice of Assessments & Foreclosure: The statutorily required Notice of Assessments and Foreclosure is contained in Attachment "A" to this policy.

ATTACHMENT "A"

NOTICE OF ASSESSMENTS & FORECLOSURE:

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1st, 2003. You may wish to consult a lawyer if you dispute an assessment.

A.1 ASSESSMENTS & FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure or without court action, often referred to as non-judicial foreclosure. For liens recorded on and after January 1st, 2006, an association may not use judicial or non-judicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800.00). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800.00) or more than twelve (12) months delinquent, an association may use judicial or non-judicial foreclosure subject to the conditions set forth in Section 5705 of the Civil Code. When using judicial or non-judicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5600, 5650 of the Civil Code)

In a judicial or non-judicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use non-judicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a member or a member's guest, if the governing documents provide for this. (Sections 5600 and 5650 of the Civil Code)

The association must comply with the requirements of Section 5650 of the civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5650 of the Civil Code)

At least thirty (30) prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of this collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owned by the owner. An owner has a right to review the association's records to verify the debt. (Section 5650 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5650 of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

PAYMENTS

1. *Receipt:* When an owner makes a payment, they may request a receipt, and the Association is required to provide a receipt. On the receipt, the Association must indicate the date of payment and the person who received it. The Association must inform owners of a mailing address for overnight payments. (Civil Code, Section 5650)
2. *Dispute An Assessment:* An owner may dispute an assessment debt by submitting a written request for an Alternative Dispute Resolution to the Association as set forth in Article 5 (commencing with Section 4730) of Chapter 4, of Title 6, of Division 2 of the Civil Code.
3. An Association may not initiate a foreclosure without participating in an Alternative Dispute with a neutral third party, as set forth in Article 2 (commencing with Section 5925) of Chapter 7, of Title 6, of Division 2 of the Civil Code, if so requested by the owner.
4. *Binding Arbitration:* Binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.
5. *Liability for Charges:* An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Civil Code, Section 5650)
- 6.

PAYMENT PLANS & MEETINGS

1. *Payment Plans:* An owner of a separate interest, that is not a timeshare, may request the Association to consider a Payment Plan to satisfy a delinquent assessment. The Association must inform owners of the standards for payment plans, if any exist (Civil Code, Section 5650).
2. *Payment Plan Meetings:* The Board must meet with an owner who makes a proper written request for a meeting to discuss a Payment Plan when the owner has received a notice of a delinquent assessment. These payment Plans must conform with the Payment Plan standards of the association, if they exist (Civil Code, Section 5650).