

**SOUTHSHORE
PROPERTY
OWNERS
ASSOCIATION**

**RULES
AND
REGULATIONS**

**ADOPTED 1987
Revised January, 2019**

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SOUTHSHORE RULES

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PREFACE

The following Southshore Rules ("Rules") are established pursuant to Section 5.06 of the Southshore Property Owners Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") and California law. These Rules variously re-state, clarify, interpret and/or facilitate enforcement of original CC&Rs. The intent of these Rules is to explicitly document the current Southshore Board of Directors ("Board") policy regarding enforcement of some of the areas that most often come into question. However, in no case do these Rules supersede, remove or change any of the terms of the original CC&Rs. The residents, guests, and homeowners ("Owners") of Southshore shall be required to follow the conditions of the original CC&Rs, these Rules, and the Architectural Committee Rules ("ARC")

GENERAL

1. Each home shall be used exclusively for single family residential purposes.
2. Residential use means that businesses are not to be operated from the home or garage. It is realized that some professions/occupations require incidental use of the home for business; however, no business is allowed that generates employees, clients, vendors, deliveries, etc. that impose traffic or parking nuisances to the neighborhood. Nothing permanent is allowed.
3. No tent, shack, trailer, garage, outbuilding or structure of a temporary character shall be used at any time as a residence, either temporarily or permanently.
4. No property shall be used in such a manner as to obstruct or interfere with the enjoyment of the occupants of other properties, or annoy them by unreasonable noises or disturbances, nor shall any nuisance be committed or permitted to occur on any property or upon the common area of the Association property. Unreasonable noises shall be defined as loud music, loud noises occurring from social gatherings, excessive or unreasonable noises occurring from adults, children or pets on the property and other such disturbances originating on the property. No Owner or occupant shall permit or engage in any illegal activity.
5. All weeds, rubbish, debris or unsightly items of any kind shall be regularly removed from the property in a timely fashion. Lawn and garden equipment should be stored out of sight immediately after use. Lawn clippings may not be put at the curb for pick-up prior to scheduled day.
6. Children's toys, including bicycles, should be stored out of sight when not being used.
7. Portable basketball backboards may be used between the hours of 9:00 a.m. to 9:00 p.m. and kept out of sight when not in use. Permanent basketball backboards are not permitted. Although use of such equipment is permitted, the provisions prohibiting unreasonable noise or disturbances which interfere unreasonably with the enjoyment by other members/residents of the common area or their property are still applicable. It is the responsibility of the Owner of the lot to ensure that adjacent neighbors are not unreasonably disturbed.
8. Woodpiles or storage areas should be in rear or side yards and not visible from the street.
9. Holiday lighting and similar such decorations must be removed within two weeks after the conclusion of said holiday.
10. No radio or TV antenna may be installed or erected on the Owner's or Association's property, with the exception of satellite dishes. Location of a satellite dish requires prior written approval of the Architectural Committee

("Committee"). Satellite dishes are limited in size to one (1) meter in diameter or less and installed in the least conspicuous place for reception. The color of the dish shall blend with the background of the structure so as to make the satellite unobtrusive.

11. All window coverings visible from the exterior must be maintained in good condition. Foil, cardboard, sheets or blankets are not acceptable window coverings. Window tinting requires prior Committee approval.

12. Repair of damage to any common area property, caused by an Owner or occupant, his family or guests, or by his employees or contractors, shall be at the expense of the applicable Owner.

13. Each Owner or occupant shall be responsible for the conduct and behavior of children residing in their home, and all guests whether children or adults. Each Owner shall be responsible for the conduct and behavior of tenants leasing their property and shall be responsible for providing tenants with the Association's governing documents and their compliance with same. An Owner whose tenants refuse to comply with the governing documents or an Owner who fails to obtain compliance by tenants with the governing documents after notice from the Association, may be subject to fine after hearing or subject to prosecution of an injunctive relief action to compel compliance. In the event an injunctive relief action is necessary to obtain compliance, the Association will seek the recovery of all attorney's fees and costs incurred therein, as provided for in the governing documents and California law.

14. Garage sales are permissible but not sanctioned by the Association. They should not interfere with neighborhood parking or otherwise create a noise disturbance as referenced in the governing documents and these rules. Directional signage is not allowed.

15. Advertising, contractors or pool company's signs, etc., shall be removed upon completion of project.

16. One sign advertising the sale or lease of a home is allowed in the front yard one in the rear yard, provided that the sign does not exceed six square feet and complies with reasonable standards defined by the Board. Security signs are allowed.

17. Garage doors shall not be permitted to remain open and unattended.

18. Trash containers should be placed at the street no earlier than 6:00 p.m. on the evening prior to collection and should be removed from view of the street no later than 9:00 a.m. on the morning after collection. Trash cans must be stored out of sight.

STREETS AND PARKING

1. Automobiles and other vehicles belonging to Owners shall be parked in the Owner's garage, driveway or in front of residence. No storage of vehicles will be allowed in the street or in driveways, Storage is defined by City Ordinances.

2. Trailers, campers, boats, jet skis or other recreational vehicles shall not be parked, other than temporarily, on an Owner's property unless it is inside a garage or is fully screened from public view so as to not be visible from the street or neighboring property. Temporary parking shall mean parking of said vehicles belonging to Owner for loading and unloading purposes only, and in no event for a period in excess of 24 hours.

PETS

1. The pet Owner is responsible for the behavior of the pet, for immediate cleanup of animal waste products.

2. A stray animal or one causing a nuisance can be reported to the Los Angeles Department of Animal Control at (818) 991-0071. If you provide them a written complaint with the name and address of the owner and any pertinent information regarding the animal, including the description, if available, a warning letter will be sent by Animal Control. All follow-up complaints need to be sent to them in writing.

ARCHITECTURE

The Architectural Committee Rules are incorporated herein by reference and should be referred to directly for any and all issues related to exterior alterations or additions of a lot.

MAINTENANCE

1. Owners shall maintain the exterior and roof of their home in good condition and repair; including but not limited to:

- Remove stains on stucco finish and roof tiles (mold, discoloration).
- Repaint exterior surfaces, including trim and garage Doors and fences.
- Repair broken windows and screens.
- Repair/replace/paint window trim and stucco.
- Repair/replace/paint rain gutters and downspouts.
- Repair/replace/paint patio covers, fences, etc, including rotted wood.
- Repair/replace cracked or broken walkways and driveways.
- Remove oil stains on driveways.

2. Walls and fences must be maintained in good condition and repaired/repainted as necessary due to aging and/or deterioration/termites. Block walls adjacent to common area are Owners responsibility.

Landscaping shall be maintained in an attractive condition:

- Landscaping, i.e. ground cover, turf, shrubs and trees, shall be kept maintained.
- Care shall be taken that landscaping does not obstruct views of neighboring properties or create an unreasonable debris nuisance.
- Tree removal requires prior Committee approval and replaced with an approved species.
- Dead landscaping must be removed.

3. Requests for any repairs, maintenance, or major landscaping that require Committee approval should be submitted using the Application for Architectural Approval form. See the Architectural Committee Rules.

NEW LANDSCAPE INSTALLATION

1. All plans for re-landscaping (softscape, hardscape, lighting and any perimeter fencing) must be submitted to the Architectural Committee for approval prior to installation using an Application for Architectural Approval form. An Inspection and Architectural Review Fee, and a Refundable Deposit in accordance with the Association's current Fee Schedule are required at the time of submitting the Application. Any excess Inspection and Architectural Review Fees must be paid by homeowner prior to Application being finalized.

2. Plans and specifications should include size, type and quantity of all plant materials, building materials, lighting, concrete and masonry to be used.

INSPECTIONS

1. Routine property inspections are conducted to verify that the CC&Rs, the Rules, and the ACRs are being followed. Any Owner who, knowingly or unknowingly, does not abide by these regulations will be notified of the infraction and is expected to comply immediately or appeal to the Board, in writing, within three days of such notification. Failure to comply could result in a monetary penalty and/or a hearing with the Board.

COMMERICAL PHOTOGRAPHY

1. Commercial photography and videotaping, except for the specific purpose of marketing a home, are not allowed within the Southshore Property Owners Association community at any time without prior written approval of the Board of Directors.

COMPLAINTS

1. The Board will consider violations of the CC&Rs, the Rules, and the ACRs based on *written* complaints furnished by Owners, on information furnished by the Manager or on reports submitted by the various committees appointed by the Board and on action taken by the Board itself.
2. Anonymous complaints are not accepted. The Association will not take action where the Owner is unwilling to make a written complaint. However, the Association will not disclose to the violating Owner the identity of the complaining Owner as part of its investigation or any ensuing disciplinary hearing process.
3. The Board or Association will not become involved in issues between neighbors unless the issue is a violation of the Southshore governing documents that has a potentially broad impact on the Association as a whole. The Board reserves the right to exercise sole discretion over the prosecution of enforcement actions based on the financial expense to the Association. The governing documents and California law both provide individual owners with the right to seek direct enforcement of the governing documents against other Owners who are members of the Association.

ENFORCEMENT OF GOVERNING DOCUMENTS

All monetary sanctions imposed by the Board shall be due and payable on the day such discipline has become final. Any monetary sanction which remains unpaid thirty (30) days after it has become due shall bear interest at such terms and at such rates as are provided from time to time by statute for unpaid assessments. The Board may take legal action for damages and/or injunctive relief. If the Association is required to take such action to enforce the CC&Rs, Rules, and ARCs, it may be entitled to reasonable attorney's fees plus costs and will seek to recover same.

NOTICE: When the Board elects to impose discipline upon an Owner, the person(s) and/or lots subject to discipline shall have been given notice in writing, delivered personally or by first class mail, to the address maintained on the Association's books for such Owner, the person or lot, advising the nature of the violation alleged to exist, the section or sections of the governing documents alleged to be violated and the monetary penalty which might be imposed for each violation found to exist. The Owner has the right to a Hearing on the matter before the Board.

HEARING: Any Owner or person subject to proposed discipline by the Board shall be afforded a reasonable opportunity to be heard concerning the alleged violation and/or any discipline which may be imposed. Any Owner or such person may appear in person or by submitting a written statement. Any Owner or such person may be represented at the hearing by counsel, but in no event shall the Association or the Board be responsible for any costs or fees incurred by any Owner or person in connection with any appearance by such counsel. Formal rules of evidence need not apply at any hearing conducted by the Board; rather the Board shall be entitled to consider evidence that it deems to be relevant to any issue or matter presented by the alleged violation. The Owner shall not have the right to question or confront the complaining party or learn that party's identity.

The Board may take any matter under submission for later decision. If the Board imposes discipline on a member, the Board shall inform the Owner or person subject to proposed discipline of the action resulting from any hearing conducted, in writing, by either personal delivery or first-class mail within fifteen (15) days following the action.

The Board may, in its sole discretion, may impose discipline conditionally in the finding of a violation.

Unless legal action is needed to abate a serious violation which has already begun to occur, or to prevent a serious violation which is threatened to occur, it shall be the policy of the Association to invite an Owner or person to engage in Alternative Dispute Resolution through mediation or arbitration whenever feasible prior to commencement of any legal action.

SUMMARY OF THE PROVISIONS OF THE ALTERNATIVE DISPUTE RESOLUTION LEGISLATION, ENUMERATED UNDER CIVIL CODE SECTION 1369.510 et seq.

Civil Code Section 1369.510 et seq. requires Owners within a common interest subdivision and the Association to participate in some form of Alternative Dispute Resolution ("ADR") prior to initiating litigation to enforce the Association's governing documents. Subject to exceptions specified within Civil Code Section 1369.510, an Association

and its Owner members must offer to submit their dispute to a form of ADR (such as arbitration or mediation), before filing a civil action to enforce the governing documents.

The form of ADR may either be binding or non-binding, at the option of the parties. The ADR statute also provides that the failure of either the Association or any owner to offer ADR prior to initiating litigation is a potential basis for having your lawsuit dismissed. Additionally, the statute further provides that any party's refusal to participate in ADR prior to the filing of a lawsuit may be considered by the court in its determination of the amount of attorney's fees awarded to the prevailing party.

Finally, the Association is required to send a summary of this statute to the Owner.

If you should have a dispute with an Owner or with the Association regarding the enforcement of the governing documents, we strongly suggest that you review the provisions of Civil Code Section 1369.510 et seq. and consult with an attorney to ascertain your rights and remedies.

In addition to the provisions of Civil Code Section 1369.510 et seq., the Association adopts the provisions of Civil Code Section 1363.830 and 1363.840 as a fair and reasonable internal dispute resolution procedure to attempt to resolve disputes between Owners and the Association. Please review these code sections in the event you have a dispute with the Association.

MONETARY PENALTIES

Subject to the hearing procedures described below, an infraction or noncompliance by an Owner or the Owner's family, tenants, guests, agents, employees, licensees, servants, or invitees may result in a monetary penalty being levied against the Owner. These monetary penalties will constitute a special assessment against the Owner and are due within thirty (30) days of the issuance of the ruling. Fines, plus interest thereon, may continue for said violation until the infraction is cured. Depending on the severity and frequency of the infraction, monetary penalties addressing the same issue will be levied as follows:

First Notice:	Written Warning
Second Notice	Invitation to a Hearing Plus \$100
Third Notice:	\$200
Fourth Notice:	\$300
Each Notice Thereafter:	\$400

Any exterior changes made without prior Committee approval, are subject to a fine up to \$5,000.00 and possible legal action to enforce compliance.

HEARING PROCEDURE SUMMARY

The levying of monetary penalties shall be subject to the following procedures:

- (a) **Notice.** Notice shall be given either personally or by prepaid first class mail to the most recent address as shown in the Association's records. The notice will describe the nature of the infraction or noncompliance, the proposed penalty; the date and location of a hearing; the Owner's right to present evidence in his or her defense and the Owner's right to representation. Such notice shall be sent at least (10) days before the proposed date of the hearing.
- (b) **Hearing.** The accused shall be given an opportunity to be heard, either orally or in writing, at a hearing to be held by the Board or by a panel of at least three (3) persons appointed by the Board who shall hear the charges and evaluate the evidence of the alleged infraction. The hearing shall be held in executive session if so requested by the person being disciplined.
- (c) **Notice of decision.** Within fifteen (15) days after the conclusion of the hearing, the Board shall give notice of its decision by mail, which notice shall specify the noncompliant issue/rule and the penalty imposed.
- (d) **Correction of infraction.** In the event the infraction is corrected prior to the hearing date, the hearing body may, if appropriate, discontinue the proceedings.