

# **Lynwood Owners' Association**

## **RULES AND REGULATIONS**

We suggest you hang this booklet permanently by one of your doors. If you rent your unit, be sure your tenant reads and familiarizes themselves with its provisions.

**Lynwood Owners' Association  
2004 Lynwood Circle  
San Bernardino, CA 92404  
(909) 862-5225**

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## PREFACE

Living in a condominium can be a happy and rewarding experience. Common sense and consideration for your neighbors are the keys to living in a group environment.

These Rules and Regulations were compiled for protecting your investment in your property and for making this a pleasant place to live. Your cooperation is essential in accomplishing these purposes. Please be sure you, your family, or your tenants, understand the rules fully.

The Rules and Regulations specified herein and adopted by the Board of Directors of Lynwood Owners' Association shall apply to all members of the association, tenants of rental property and/or guests.

**The seller or broker from whom you purchased your unit should have given you copies of the Declaration of Restrictions (CC&R'S) and By-Laws of the Lynwood Owners' Association. We urge you to read both documents, since they set forth in complete and detailed form the rights, duties and obligations of each owner. This booklet is a condensed form of CC&R's and By-Laws along with rules and regulations adopted by the Board of Directors. Precedents of documents are as followed: (CC&R'S, By-Laws, Rules and Regulations).**

Each unit is an individual condominium unit owned, leased or rented by you and any problem you encounter must be handled the same as you would do in any private dwelling or residence. If you see rules being violated or ignored, please report the violation to management. However, if you see a situation that requires police, then call the police, the same as any other homeowner.

All renters and/or guests are subject to Rules and Regulations of the Association. Owners are responsible for actions and fines incurred by their tenants and guests.

Information relating to the insurance carried by the homeowner's association is available from the management company. Only the buildings up to the drywall are covered. You may wish to insure your portion of the inside of your property/condo and contents through your own insurance carrier.

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## **Lynwood Owners' Association (LOA)**

**As written in the CC&Rs:** The Board of Directors of LOA reserves the right to enter any unit or garage to make health and safety inspections, and/or facilitate repairs to the areas under its jurisdiction.

You as an owner or tenant, have the right to contact the Board via Management to enforce any established rule. Anyone refusing to comply with established rules and regulations may face corrective action. You will be notified in writing if you or your tenants are in violation of the Governing Documents. Violation fines will be billed to the owner and payment will be due with the following monthly assessment. Suspension of rights and privileges, together with the voting rights of any owner, may occur for any period of time during which the owner is determined by the Board to be in breach of the Declaration of Restrictions, By-Laws or Rules and Regulations.

### **TENANT SPECIAL INFORMATION**

Owners must advise the management company of any and all changes in the occupancy of their unit. Failure to notify within 30 days of move-in is a **violation**.

The management may request an Owner/Tenant sheet be filled out and returned to management whenever it deems necessary whether your unit is rented or not. Failure to return this form when requested is considered a **violation**.

**Tenants:** Must be given a copy of these Rules and Regulations at homeowner's expense.

### **HOTEL OR TRANSIENT PURPOSES; MINIMUM LEASE TERM**

There shall be no hotel or transient use of any Condominium located within the community. No Condominium shall be leased, rented or subleased for less than 30 days. No short-term, and/or vacation rentals are allowed. Fines will be imposed against the owner for advertising short-term and/or vacation rentals. Owners will be responsible for the actions of their tenants regarding this rule.

## **VIOLATION FINE SCHEDULE**

**Step one:** A letter will be sent to the homeowner stating the alleged violation with a cure date. Owner must respond within fifteen days of receiving notice. Failure to correct the violation will result in a hearing with the Board of Directors.

**Step two:** A notice of hearing before the Board of Directors will be sent via certified mail to the homeowner. If the result of the hearing is a monetary fine, the fine amount will be applied to the homeowners account. The following initial fines will apply:

**Violation Fine: \$75.00**

**If not resolved, Violation Fine: \$150.00**

**Note:** If owner fails to correct the violation, suspension of rights and privileges will occur pursuant to California Civil Code. The Board of Directors will proceed with disciplinary actions, including violation fines to owner's account.

**Note:** If the violation continues after the hearing, additional hearings will be scheduled with the homeowner and the fines may be doubled with each hearing. Any fines not paid may result in legal action in accordance with California law.

The fine for vandalism to common areas or common facilities shall be \$1000.00 per incident, plus cost of repairs. Owners are responsible for any vandalism caused by themselves, their family, tenants, guests, or invitees.

## LIVING UNITS

- A. **Usage:** Units shall only be used and occupied for private, single family dwelling purposes. They shall not be used in a manner which obstructs or interferes with the other residents.
- B. **Limitations of Usage:** Conducting a business of any kind on the premises is forbidden.
- C. **Major repair of vehicles is not permitted.** Minor repairs are permissible if done within the confines of the owner's garage. Vehicles leaking oil must be parked outside of the community due to the damage they will cause to the streets. Oil and other fluids that drip onto the asphalt are a hazard and cause damage and must be cleaned up by owner/resident.
- D. **Pets: Dogs must be licensed (as per San Bernardino City Municipal Code 6.08.030) and leashed when outside individual living units (as per the San Bernardino City Municipal Code 6.08.140) except in our off-leash dog park.** Any litter deposited by dogs or cats on lawns, sidewalks, paths or other portions on the common area, must be removed immediately by the person responsible for the animal involved. Pets (of any kind) shall not be raised, kept or bred for commercial purposes. **Dogs and cats are limited to a total of three per unit (as per San Bernardino City Municipal Code 6.08.020).** Pet waste in the unit patio area must be kept under control so as not to become a health hazard or objectionable to neighbors. **Excessive noise from any pet will not be tolerated.** Owners/tenants must take whatever steps are necessary to control pet noise.
- E. **Home Owners, Residents, Tenants, and Guests:** It is the responsibility of owners to see that their tenants, guests, residents, and/or invitees do not disturb other residents.
- F. **Noise:** Radios, TVs, musical instruments, party activities, loud talking, shouting and other noise sources (including barking dogs, car horns, excessive operating of garage door openers and extended warming up of vehicles engines) must be restricted at all times to a level that does not disturb other residents. **No noisy activities may occur between 10 pm and 8 am (as per the San Bernardino City Municipal Code Chapter 8.54).**
- G. **Signs:** No signs, advertising or posters may be posted in the community, except that one sign, no larger than 24x36 inches advertising a unit for sale or rent, may be placed in the unit's window or on the garage door wood frame. No sign may be posted in the grass, common area around the unit, and on the patio area of your unit.
- H. **Appurtenances:**
  - 1. No wiring, antennas, air conditioning units, etc. on the exterior of the units or protruding through the walls, roofs or windows.
  - 2. No construction of fences, walls, or paths within the common area.
  - 3. No window shall be enclosed, decorated or covered by any awnings, shades, outside blinds, window guards or otherwise without the written permission prior to installation.
- I. **External Maintenance:** Individual property ownership is limited to the area bounded by the interior walls, floors, ceilings, windows and doors and any area to which the owner has the exclusive right. The ownership of all exterior areas is jointly shared in common by members of the Association, which has been established to maintain the community. All changes to the exterior surface of the buildings and grounds, including painting, roofing, remodeling and landscaping, are subject to approval by the Board of Directors. Unauthorized additions are subject to removal at the owners' expense.

- J. No person is permitted upon any roof, wall or fence other than Board authorized maintenance personnel.
- K. **Owner's Responsibility:** Each owner of a unit is responsible for the maintenance and repair of the unit's doors, windows, locks, and any interior appurtenances which they have the exclusive right to use. Christmas decorations and Christmas lights need to be removed by January 15<sup>th</sup>.
- L. **Television:** The complex is serviced by cable. Antennas are prohibited on roofs or in the common area. No satellite dish can be installed directly on the roofs, fences or bolted down to the building stucco. No cables can run across any roof surface in any way. No cables can run down the side of the building unless it is secured and painted to match the color of the wall it is being attached to. If your unit has an existing satellite dish, you are required to make sure the satellite company removes the old one before installing a new satellite dish.
- M. **Window Bars:** A written request for window bars must be provided to management and written permission must be received prior to installation. All window bars must meet State and City Codes and conform to established design. All window bars must be kept clean and painted.
- N. **Window Coverings and Screens:** Windows must be covered with either curtains or blinds; sheets, blankets, tin foil, etc. are not appropriate window coverings. Bent or torn screens are not permitted.

## Common Areas

The common areas are owned by owners of a unit as tenants in common, with each having the exclusive right to use areas designated as such on the condominium plan.

- A. **Alterations or Modifications:** Owners, tenants, guests or their designated "contractors" shall not start or make structural alteration, modification or construction to the common areas, exterior of a building, fence or other structures, including patio area, without prior written approval as provided in the Governing Documents. **Failure to comply will be cause for restoration of the property to the original condition, at the expense of the property owner.**
- B. **Landscaping:** Your Association employs a landscaping contractor, responsible for maintaining the planted area of the community. No resident may make any alteration or improvements to the common areas or remove any planting, structure or other objects without prior written approval.

- C. Patios and Fences:** Fences around the patios and the areas within the fence line are a portion of the common area. The area inside the fence is considered a private use area. Patio areas must be kept free from weeds, animal droppings, etc. Each owner/tenant has the right to place furniture, flower pots, hanging baskets, decorate or landscape the patio area but the following are prohibited.
- a. No trees of any kind may be planted in the patio area (unless it is in an above ground pot).
  - b. No laundering, hanging or drying clothes over patio fences or deck railings included but not limited to rugs, towels, or bedding.
  - c. No storage of gasoline or any other flammable items that will violate the fire and liability policies carried by the Association.
  - d. No exposed trash cans wood piles, storage piles or packing cartons.
  - e. No BBQs near the near vinyl fence area while in use as it will result in damage. Owner's will be responsible for the cost of repairing and/or replacing the fence.
- D. Patio Covers:** If you are planning to add, replace or remove a patio cover, prior written approval must be obtained prior to installation. An approved plan is available in the Lynwood office. You must also obtain a permit from the City of San Bernardino before construction begins. Patio covers are to be maintained in good condition; otherwise, they must be removed.
- E. Front entries and streets:** Front entry ways and streets are a common area and may not be used for Block Parties, Barbeques, Picnics, Social Gatherings, etc. Owner's social gatherings that cannot be accommodated within the individual unit and patio may reserve the Clubhouse (see Section D of Recreation Areas).
- F. Shade Covers:** No outdoor roll-up blinds are allowed without written permission prior to installation. Shades must be kept in good repair.
- G. Ventilators:** No roof top ventilators are allowed without written permission prior to installation. If approved, they will be required to be painted to match existing décor at owner's expense.
- H. Hoses:** Must be equipped with shut off nozzles when in use.
- I. Driving:** The speed limit is 15 miles per hour on the streets of Lynwood Owners' Association. Owners are responsible for tenants, guests, residents and invitees to their unit
- J. Recreation Vehicle Storage:** This area is designated for the storage of RV vehicles owned by residents only, (boats, trailers, campers, motor homes, etc.); **all other vehicles will be towed away at the owners' expense.** A deposit fee of \$25.00 will be charged for a key to this area. Before a key is issued by the management a description of the vehicle and current registration must be furnished. **Registration of vehicles must be kept current. The Association is not responsible for Fire, Theft, Vandalism or Accident.**



## RECREATION AREAS

- A. Ownership and Maintenance:** As a member of the Lynwood Owners' Association, you share an interest in all common areas, including those used for recreation. Please report immediately to the management or the Board of Directors any malfunction of equipment. All recreation facilities are for the use of the occupants living here and their guests. **As owner, renting their unit forfeits their rights to the renter.**
- B. Multi-Purpose Sports Court:** Tennis, Basketball, Volleyball and Badminton may be played in this facility. No reservation will be accepted. Limit your use to be considerate of others who may want to use this facility. Please keep the area clean. A trash barrel is provided.
- C. Playfield:** The area west of the clubhouse and north of Lynwood Circle may be used as a playfield. Do not litter the area.
- D. Clubhouse:** The clubhouse is available for rental by current residents. Owners leasing their units forfeit the use of the Clubhouse. It is to be used as an extension of your private home. Reservations are on a first-come, first-serve basis. Clubhouse rental shall include a money order/check for the fee of \$50.00 and a separate money order/check for the deposit of \$200.00, both due at the time of reservation. Any additional charges/fees due after the end of the rental period from damages, cleaning, etc. will be due immediately and must be paid fully. The Lynwood Owners' Association reserves the right to cancel a reservation if the clubhouse suffers damage or other reasons that cannot be corrected prior to the reservation date scheduled. Such a cancellation by Lynwood Owners' Association will result in a full refund of both use fee and deposit to the homeowner. If you are a tenant/renter at your property location, the property owner must sign the agreement.

Current Resident ("Renting Party") and/or Property Owner agrees to:

- You are responsible for the conduct of your guests attending the event.
- You must be a current resident and the homeowner in good standing to rent the clubhouse, and remain at the clubhouse for the duration of the rental including until all guests have departed.
- Restricted from pool area during the event. No bounce house, jumper, etc. that requires the use of water.
- No more than seventy-five (75) guests in the Clubhouse/event.
- Use of the facility must end no later than 12:00 midnight, this includes clean up.
- Limit noise/music levels so that they comply with state and local laws, including turning down music at 10:00 PM.
- No smoking inside clubhouse or within 10 feet of clubhouse doorways.
- Abide by the laws of the State of California as they relate to the serving and consumption of all alcoholic beverages. No alcohol beverages outside of the clubhouse or gated patio area.
- Lock door and return key immediately following the event. A lost clubhouse key will result in a fee of \$200.00 to be assessed of the homeowner for lock replacement.
- Notify the community manager and/or board member of any problems encountered and/or any damage to clubhouse and/or grounds during use.

- Clean the clubhouse and surrounding grounds immediately following the event. You are responsible for proper cleanup of the facilities and for any damage. You will be charged the cost of any necessary cleanup for any and all repairs. The deposit will NOT be returned until the premises are cleaned as required and the premises are inspected by the community manager/board member.
- Any cleaning or repair costs more than the \$200.00 deposit, and/or fines, shall be posted to the owner's account after notice and hearing.
- Gate code must not be posted or displayed on entrance gates, front gate area or the directory call box. Do not post on any social media websites such as Facebook, Instagram, Snapchat, Twitter, etc.
- If a bounce house will be used, you must provide proof of insurance showing the association as an additional insured.

The fee of \$50.00 is a per day charge. The \$200.00 cleaning deposit is required. Both need to be paid two weeks in advance of rental. If you plan to cancel your event, please note you must do so within 3 days of your event or the \$50 fee will not be returned. The deposit, or a portion of it, will be used to clean, repair or replace damaged items. The balance of the deposit will be returned to the resident. Should damages exceed \$200.00 the owner will be assessed actual costs. **If the rules are not followed, and/or a responsible person is found to not be present, the \$200.00 deposit will be forfeited, and clubhouse privileges will be revoked.**

## **NEIGHBORHOOD WATCH CRIMINAL OR SUSPICIOUS ACTIVITY**

Homeowners/Residents are encouraged to be an active participant in neighborhood watch. If you observe any suspicious or illegal activity, call the police immediately at 911 or for non-urgent calls dial (909) 383-5311. Keep the number on your telephone or in auto dial. You may also call our security company. You do not need to give your name, as you are able to remain anonymous. If you observe or hear any activity in the pool, clubhouse, RV lot, tennis court after hours, notify the police and/or the security company. Please do not confront the people/suspects involved.

The management company should be contacted as soon as possible so that a complete record can be compiled of this activity occurring in the community. You should email this information or call the office at (909) 862-5225. Please leave detailed information including your name in case the manager has questions and needs to call or email you back.

# **Swimming Pool, Jacuzzi, Sauna and Sports Court**

## **The Following Policies are Established for These Areas**

1. Only residents and their guests have the use of these areas. An Owner renting or leasing his unit forfeits his use of these areas. **Owner or tenant must not loan their key to anyone! Loaning of a key will result in loss of pool privileges and a violation fine.**
2. All persons using these facilities do so at their own risk. Your Association does not assume any liability in this regard. **There is no lifeguard on duty.**
3. The pool and jacuzzi will be closed at 11 pm and will open at 7 am.
4. Pool key/tag must be present at all times and may be requested for proof of residency.
5. Residents are limited to 4 guests per unit and must be accompanied by the resident at all times.
6. Pets are not allowed in the pool area.
7. Pool closure gate is to be kept locked at all times. Entry and exit from the pool area must be through the gate. **Anyone climbing over the fence or gate will be subject to trespass laws.**
8. Manufactured swim wear required and must be worn at all times. No street clothes are allowed in the pool or jacuzzi at any time. No bobby pins, hair pins, barrettes, hair clips or rubber bands are allowed.
9. Any person(s) under 14 years of age must be accompanied by an adult at all times.
10. Jacuzzi may not be used by any person(s) under the age of 14 unless accompanied by a responsible adult. No person(s) under the age of 8 years old allowed in the jacuzzi. The jacuzzi is not a swimming pool or wading pool.
11. Sauna is for the use of persons over the age of 18. Persons under the age of 18 years of age must be accompanied by a responsible adult. Saunas are not recommended for persons under the **age of 12** for health reasons.
12. No cloth, disposable or swim diapers will be allowed in the pool or jacuzzi.
13. No wheeled toys, skateboards, or cycles allowed in the pool area. All rafts and large objects are to be removed from the pool if they interfere with other's enjoyment. No pool toys or floating devices allowed in jacuzzi.
14. No toys less than 4" allowed in the pool.
15. No running, skateboarding, pushing, shouting, horseplay, frisbee or football tossing of any kind allowed in the pool area.
16. The volume of any music source (Radio, CD players, musical instruments or other audio devices) shall be kept at a level that does not disturb others.
17. No smoking within the pool area.
18. Absolutely no glass containers of any kind.
19. Drinks and food may be consumed in the pool area; however, anyone bringing food is responsible for cleaning up all litter resulting there from, by hosing off the area, if necessary. No food or drinks may be consumed while in the pool, jacuzzi or sauna.
20. No alcoholic beverages allowed in the pool enclosure.
21. No one under the influence of medication, drugs or alcohol allowed in the pool, jacuzzi or sauna at any time.

**Violators will lose pool privileges. No exceptions!**

## Vehicles, Parking & Garages

Each Unit has an attached two (2) vehicle garage that is to be used for parking. **Each garage must be able to accommodate at least one (1) operational vehicle.** If the unit has three (3) or more vehicles, at least two (2) of the vehicles must be parked in the garage.

**The following is prohibited and subject to towing without notice, fines will be assessed if the violation continues, after notice and hearing:**

- Parking in front of any sidewalk or entryway.
- Parking in front of any trash dumpster.
- Parking at any red painted curb or "No Parking" area for any reason.
- Parking on any grass area.
- Double parking at any time.
- Parking other than in a designated parking area.

**The following is subject to a notice on the vehicle informing the owner that the vehicle will be subject to tow if not moved within 48 hours:**

- Parking vehicles for more than 96 hours without being moved. **Vehicles will be considered abandoned and can be towed at the owner's expense.** Prior arrangement with the Board and/or Management will be considered not abandoned.
- Parking of inoperable or unregistered vehicles in front of your garage, parking spaces and/or street area.

**NOTE:** One vehicle should be parallel parked in front of your garage. Common area parking should remain available for guest parking. Commercial vehicles can be parked to load or unload on a short-term basis. Boats, trailers, campers, motor homes, etc. may be parked at your unit only long enough to load and unload. ATC's, motor bikes, motor scooters are not to be ridden on Lynwood streets.

## Gate Cards and Keys

Each unit is responsible for their own gate cards/remotes. Gate cards/remotes will be issued to property owner and/or resident. Lost, damaged or stolen gate cards will be replaced for \$25.00 at owner's expense. Lost, damaged or stolen remotes will be replaced for \$50 at owner's expense. Additional cards may be requested for \$25.00 each. Additional remotes may be requested for \$50 each. Lost or stolen cards/remotes must be reported to the manager immediately.

Each unit has one pool key and pool tag. Pool keys will be issued to property owners and/or resident. Lost, stolen or damaged pool keys will be replaced for \$25.00 at owner's expense. Lost or stolen keys must be reported to the manager.

Each unit has one front entrance walk thru gate key. Lost, stolen or damaged keys will be replaced for \$25.00 at owner's expense. Lost or stolen keys must be reported to the manager.

The owner and/or resident may not sell, borrow, or give their gate cards and keys to anyone not listed on their units Owner/Tenant Form.