

**WGHA
Community Rules
General Information
Fine Schedule**



Revised: October 2015

Introduction

The purpose of these rules, as published herein, is to govern personal conduct and the use of common grounds and facilities of the Association in such a manner as to promote harmonious community spirit and enjoyment of the amenities, as well as property enhancement and pride of ownership.

These rules may be revised or amended by resolution of the Board of Directors. When such amendments or revisions are made, they will be distributed to all members.

The authority to publish these rules is contained in the Declaration of Covenants, Conditions and Restrictions, recorded December 31, 1981.

These rules are applicable to all property owners, their families, lessees, renters or guests of any aforementioned persons.

The very nature and purpose of a community association is the responsibility of each and every member to abide by and to support the rules of the Association, and to insure that by their own personal example and the manner in which their families and guests behave that the mutual interests and standards of the community itself are preserved. It is hoped that thorough knowledge and familiarity with the rules, enforcement and penalty assessment will not be necessary. No threat of any such action is intended; rather, as mature adults with a common interest in our mutual well-being, and interested in the protection of our health, safety and welfare, we will strive to go beyond the minimum standards of these rules in our common interests.

In our democratic community, we accept that in some cases rules are designed for the majority and may not always be to everyone's liking. In any case, where a rule is felt to be unreasonable, unfair or discriminatory to the detriment of the entire Association, any person to whom the rules apply is urged to appeal such a rule to the Board of Directors with assurance that such an appeal will be promptly studied and acted upon. The rules published herein are for the most part simplified and condensed statements derived from the Declaration of Covenants, Conditions and Restrictions, and the Bylaws, and where conflict occurs (1) the Declaration of Covenants, Conditions and Restrictions, (2) the Bylaws and (3) these rules take precedence in that order. **The publication of these rules is not intended to relieve you from your responsibility to be thoroughly familiar with the Bylaws and Declaration of Covenants, Conditions and Restriction, but to stimulate interest in your community.**

The common facilities of Whittier Glen Homeowners' Association are intended for the use of property owners, their lessees or contract residents (renters). Bona fide guests of any of these persons are normally welcome to use the common facilities in the company of their hosts. However, when the number of guests present interferes with the right of enjoyment of that facility by residents and their families, **hosts are expected to take the initiative to tactfully ask their guests to leave.** If necessary, any director or other authority delegated by the Board of Directors may take appropriate action to limit or exclude guests from a facility in keeping with the stated intent of this priority of use stipulation.

Association Rules

Association Membership and Payment of Assessments

1. Ownership of property is the only qualification for membership.
2. Membership is not transferable except upon sale of property.
3. **Five votes per unit are allowed for board elections. One voter per unit for special assessments, association loans, amending CC&Rs and Bylaws.**
4. Owner of each lot is responsible for payment of regular monthly assessment (hereinafter referred to as dues) and for special assessments as levied by the Association, and for interest, attorney's fees and other costs necessitated in collecting delinquent dues or assessments.
5. Homeowners' meetings occur monthly and the Board encourages homeowners to attend and be involved in their community.
6. Dues are payable on the 1st day of each month. **In the event that dues are not received by the 16th of the month**, a late charge of \$30.00 will be added to the dues.
7. A delinquency in dues **could** result in loss of voting privileges and use of common area recreational facilities.
8. **Any complaint must be put in writing (either via letter or email) and submitted to the management company.** Complaints not submitted in writing will not be addressed by Management or the Board of Directors. Please send emails to lilycacondo@yahoo.com

Tenants and Guests

1. The homeowner has the responsibility to acquaint their tenants and guests with the Rules and Regulations of the Association
2. For the purpose of these Rules and Regulations, a tenant shall be defined as anyone in possession of a member's unit in exchange for any sort of consideration, or the sufferance of the homeowner.
3. The owner is accountable for the conduct of his/her family, tenants and guests. The cost of any damage caused by tenants, guests or family members will be assessed to the homeowner.
4. The Association will provide homeowners and tenant with one copy the Association rules booklet. Duplicate copies will cost \$10.00 which is to be paid to WGHA prior to receiving the new booklet.

Vehicle Parking Restrictions

1. Please park in your garage whenever possible; owners may park vehicles for no more than 15 minutes in the driveway to load and unload items.
2. It is recommended that unattended vehicles be left with flashing hazard lights turned on.
3. No parking on the common area driveways.
4. No driveway entrance at any time may be blocked.
5. Vehicles may not be stopped or parked by the red curb inside the driveway.
6. No parking or stopping in the red curb zone on the street to drop off or pick up passengers. **This is a fire zone only curb.**
7. Only resident vehicles may be parked in assigned parking spaces per **CVC 22658; VC 22953. PLEASE PARK IN YOUR OWN ASSIGNED SPACE!**

Vehicles

1. No trailer, camper, boat, motor home or similar vehicle of bulky or unsightly equipment is to be parked or stored on driveways or in open parking spaces.
2. Delivery trucks, service vehicles and other commercial vehicles being used in the furnishing of services to the members are not to block the driveways in such a manner as to prohibit the access to and from the garages of other members. **For moving or deliveries, homeowners must notify residents whose garages may be blocked by posting a sign listing the homeowner's unit number.**
3. No inoperable vehicle shall be allowed to remain on the property as to be visible from any other unit within the complex.
4. Any vehicle that creates a nuisance to the community is prohibited.
5. The speed limit on the driveways is 5 miles per hour.
6. Oil leaks on driveways or in parking spaces is the responsibility of homeowners. If a homeowner fails to clean an oil leak, the Board of Directors will arrange for the cleaning and charge the homeowners the cost of the clean-up.
7. No repairs or restoration on cars, boats, etc. are allowed except in the closed area of your garage. Due to safety issues, please use common sense when doing any type of repairs in your garage. Repairs done outside of the garage can only be those of an emergency nature to enable movement of the vehicle to a repair shop.

8. No canopies or tarps are to be erected over the open parking spaces.
9. No vehicles shall be washed on premises.
10. Garage doors shall not be left open overnight.

Enforcement

1. Removal of all vehicles or their equipment parked or stored in violation of these rules will be subject to tow away or such other action by the Board as it may deem necessary. All costs incurred in the removal of such vehicles and equipment including, but not limited to towing and storage expenses and attorney's fees, if applicable, will be charged to the owner of the residence of the unauthorized vehicle involved.
2. If a homeowner or guest is asked to move a vehicle, the vehicle must be moved promptly. If a tow truck has to be called to remove the offending vehicle, the homeowner will be charged the cost of the tow service, **even if the tow service does not end up removing the vehicle.**
3. The Association, acting through the Board, reserves the right to issue citation or other warning when appropriate, the issuance or failure of issuance of such warning shall not affect the validity of the Association Rules and shall not constitute a condition precedent to the removal of any vehicle parked, stored or maintained in violation hereof.
4. **Violation procedure see page 9:**

A homeowner who has received a fine penalty will have the opportunity of pleading his or her case before the Board of Directors at the executive session at the next homeowners meeting.

Common Areas and Landscaping

1. The common area is defined as the area of land within the residential lots which are outside the decks, patios and building structure.
2. Residents are not permitted to dispose of trash, grass clippings or other forms of debris on the common area.
3. Owners shall be required to pay for or restore landscaping of affected areas if damage is caused by the owners, owner's family, his/her guests, tenants or pets.
4. Residents shall not destroy or remove ground cover or plants in the common area for any reasons. Unauthorized plantings become the property of the Association and may be remove by the Board of Directors.

5. Bicycles, tricycles, motorcycles, skateboards or any other form of wheeled toy or vehicle are prohibited on the common area.
6. Children under the age of 12 should not be left unattended in the common area.

Maintenance and Usage of Private Areas

1. All rubbish, trash and waste **must be disposed of in sealed plastic bags** and put into the common area trash bins in the complex.
2. Large cardboard boxes shall be torn apart prior to disposing in trash bins.
3. No trash or objects of any kind (i.e. toilet, shower doors, furniture etc.) are to be left outside of the trash bin.
4. Any homeowner caught leaving trash or objects outside of trash bins will be fined and subject to trash removal fees.
5. Please do not overfill trash bins; if a trash bin is filled, please use another bin in the complex. The trash company will refuse to pick up any overfilled trash bins.
6. No littering of entrance, balcony or parking space to your unit with trash, mops or other personal items.
7. No sign of any kind, except a sign of customary dimensions as regulated by the County of Los Angeles advertising the property for sale or for lease shall be displayed to the public view on or from any residence lot or the common area without prior consent of the Board of Directors. (Regulation size is 18"x24") Signs shall not be displayed on 4x4 posts. Signs or notices may not be posted at the mailbox without the authorization of the Board of Directors.
8. Nothing shall be altered or constructed in, or removed from the common area except upon the written notice and approval of the Board of Directors.
9. Patios and decks are to be maintained in a neat and orderly manner. Deck railing is not to be used as a clothesline. Decks and balconies are the responsibility of the homeowners and owners are strongly encouraged to seal decks and balconies annually to prevent water damage. Water damage that occurs because of improperly sealed decks will be the homeowner's responsibility to repair.
10. Heavy objects shall not be hung or placed on fences, patio eaves or deck walls; any damage occurring from such objects will be billed to the homeowner.
11. Please refrain from using washer and dryers before 8:00a.m. and after 10:00p.m.

Property Usage

1. Residences may be used ONLY as single-family dwelling and only for residential purposes. Garage conversions are not allowed.
2. Garage or units may not be used to manufacture products or sell wares.
3. **Activity and noise of any kind that is offensive, annoying or a nuisance to other residents are not permitted on common area or on any resident lot. This means any time of day or night.**
4. No unauthorized garage sales may take place. Only the approved WGHA community garage sale is allowed.
5. Driveways, lawns and sidewalks are not playgrounds; children are not to skateboard, ride bikes or play ball in these areas.

Architectural Control

1. Review article XI of the Covenants, Conditions and Restrictions for complete information regarding Whittier Glens architectural control.
2. Installation or replacement of patio and deck coverings must be approved by the Board of Directors.
3. No changes are to be made to the exterior of the units without the written consent of the Board of Directors. If a proposal is rejected, the applicant is free to request that the Board reconsider its position and may further submit information that will clarify his/her proposal.
4. All exterior antennae are prohibited except for satellite dishes not exceeding 26” are not allowed. Placement of dishes must be approved by the Board prior to placement.
5. All exterior painting is to be authorized and carried out by vendors hired by the Board.
6. No use of inappropriate use of window coverings such as: bedsheets, newspapers, cardboard or aluminum foil

Pool Area Rules

1. Pool hours: Sunday through Thursday 8:00AM to 10:00PM; Friday/Saturday 8:00AM. until midnight
2. Pool will be locked at all times. **Do not leave the gate propped open.**

Pool Parties:

1. No more than 4 guests per household allowed in pool area **unless prior arrangements are made with the Board.** A homeowner who is hosting a party may invite **no more than 12 guests; the party may last no longer than three hours.** Other residents may use the pool during a party. No party reservations may be scheduled during holidays. Hosts are expected to **vacate the premises** if pool area becomes overly crowded. Hosts must stay with guests during pool use. Use of pool is limited to family and close friends. No more than a maximum of 25 people may be in the pool area at one time.

Pool Rules

2. Youths under 14 years of age must be accompanied by an adult resident (age 18 years or older) to use the pool or spa. The spa is not a “play pool.”
3. Proper swimwear is required **NO “CUTOFFS” OR STREET CLOTHES.**
4. Children not “potty” trained must wear proper attire - i.e. swimmers. Diapers are not allowed.
5. The pool is not a toilet. Please do not urinate or defecate in the pool or spa.
6. Guests must be accompanied by an adult resident.
7. All music players must be set to a volume that does not disturb residents or guests.
8. If an owner gives a key to an unauthorized resident who is not current with his/her dues or assessments, the owner will be fined \$100.00.
9. Due to HOA insurance, no barbecuing allowed in pool area. Barbecued food must be prepared at home and then brought to the pool area.
10. Please do not change in and out of swimming attire in the pool area.
11. It is the responsibility of pool users to leave the pool premises clean.
12. The following are not allowed in the pool area:
 - running, jumping, diving or horse-play of any type
 - engaging in offensive activity (nudity or sexual relations)
 - creating excessively loud noise

- having pets in the pool area
- using any type of equipment not pool related
- using soap/bath oils - they clog and destroy the filter
- using any illegal drugs or other substance
- drinking alcoholic beverages (including beer and wine)
- bringing glass containers to the pool area
- disposing of personal hygiene products

Warning:

No lifeguard on duty! Use area at your own risk. The Board recommends the use of pool or spa with another adult present. Heart patients, stroke patients and small children use the spa with medical advice only. The Association will not accept responsibility for anyone using the pool, spa or patio area.

Pet Rules

1. All dogs must be leashed in the common area of the complex. Unleashed animals outside may be turned over to the County Pound and the homeowner will be fined.
2. Any pets (dogs, cats, birds, etc.) creating a nuisance for residents are subject to action by the Board, which may include, but are not limited to fines. Pet waste on private and common areas is a nuisance and a health problem and will not be tolerated. The Board recommends the use of plastic bags or pooper scoopers to keep the premises clean of animal waste.
3. Each homeowner may be held responsible for any damage to the common area due to his/her pet(s). In addition, each homeowner will be responsible for any damage to the property of another due to his/her pet(s), either by financial reimbursement or corrective action to be determined by the Board.
4. Due to health regulations, decks, patios and balcony areas are not to be used as dog runs or pet relieving areas. Please keep these areas clean of pet waste.

Keys

1. Keys to the pool are issued to all members.
2. If a homeowner loses a key to the pool, the replacement cost to the member is \$25.00
3. If the homeowner loses a mailbox key, it is the responsibility of the homeowner to call a locksmith and pay for a replacement key. **The Association is not responsible for mailbox keys.**

Penalties for violations of Declaration or Infraction of Rules

1st Violation:

Unit owner will receive a letter from the management company on behalf of the Association outlining the nature of the violation and requesting that the unit owner refrain, or cause the offender to refrain from such activity in the future.

2nd Violation:

A second violation of the same offense will generate a fine of **\$100.00** imposed upon the homeowner and the owner may request a hearing before the Board of Directors of the Association.

Subsequent Violation:

A subsequent violation of the same offense will result in a **\$200.00** fine and review by the Board of Directors at either a special or regular meeting **may result in further action**. The Board of Directors may retain an attorney to file an injunctive and/or nuisance law suit and a court may impose an injunction, damages and cause the violating homeowner to be liable for all costs of the litigation, including reasonable attorney fees. Three or more violations of the same rule, the fine will increase \$100 per violation.

Homeowners who refuse to pay fines are subject to legal action. Furthermore, fines are also collected at the time of the sale of the unit, which may result in a delay of the sale.

Vandalism:

Violations resulting in vandalism to Association property will result in a **\$500.00** fine being levied, plus cost of repairs, against any unit owner's condominium, where damage is attributable to the owner, owner's family, owner's guest(s) or tenant(s).

Hearings

Any unit owner receiving a notice of violation of the Association's Declarations or a fine notice has a right to a hearing before the Board of Directors. **Request for a hearing must be made in writing via email or letter and sent to the Association's management company:**

condominiummgmt@aol.com
California Condominium Management Company
4111 South Street Suite E,
Lakewood, CA 90712.

The Management Company will advise the unit owner requesting a hearing of the time and place of such hearing. Failure by unit owner to apply for a hearing within the allotted thirty (30) days of the notice will waive rights to a hearing.