

Bixby Village Community
Association
Rules & Regulations

BIXBY VILLAGE COMMUNITY ASSOCIATION RULES AND REGULATIONS

1.0 GENERAL

In accordance with Bixby Village Community Association CC&Rs, the Board of Directors is authorized to establish Rules and Regulations governing the use and occupancy of the units and the common areas.

These Rules and Regulations are adopted pursuant to Article XI, Section 11.5 and Article III, Section 3.8 of the By-Laws of the Association.

The Rules and Regulations of the Bixby Village Community Association shall be enforced by the Board of Directors. Reported violations of the Rules may initiate violation correspondence to be mailed and, if the violation continues, may result in a Special Hearing before the Board of Directors. Should a Special Hearing become necessary, and the offenses are deemed valid, the Board may levy a penalty assessment against one's homeowner account and may suspend one's Member privileges.

Please note that violation of the Parking Rules may result in a vehicle impound at the owner's expense. A vehicle impound may be authorized by the Board prior to or in the absence of a Special Hearing before the Board of Directors.

1.1 VEHICLE IMPOUND

Please note, vehicles in violation of the Parking Rules and Regulations are subject to tow at owner's expense – without a Special Hearing before the Board of Directors.

1.2 Vehicles not displaying a current BV decal or guest pass will be considered non-resident vehicles and are subject to tow at the owner's expense.

1.3 A vehicle will not be towed without specific authorization by a member of the Board of Directors or its agent or designee. Excepting emergencies, no vehicle with a current Bixby Village decal or guest pass will be towed without attempt of prior notice/warning. Note: A vehicle blocking construction crews from scheduled work when the homeowner has been previously notified, constitutes an emergency.

2.0 PRIVATE STREETS

All streets contained within the boundaries of the Bixby Village planned development are private except for public dedications over the public and private easements over South Greenway, Avenida de Castillo and Sixth Street. The private streets are subject to the recorded Declaration of Covenants, Conditions and Restrictions for Bixby Village ("Declaration"), the California Vehicle Code as incorporated in Article XI, Section 11.3 of the declaration as well as the Association Rules.

3.0 PARKING AND TRAFFIC RULES

3.1 Parking and traffic within the private streets and common areas of Bixby Village are governed by the California Vehicle Code and the rules contained in sections 3,4, and 5 hereof.

3.2 Parking is prohibited:

3.2.1 In front of mailboxes.

3.2.2 Within 15 feet of a fire hydrant.

3.2.3 On or over any sidewalk or grass area.

3.2.4 At red painted curbs.

3.2.5 More than 18 inches from the curb.

3.2.6 In opposite direction of traffic on No. and So. Greenway and 6th Street.

3.2.7 In any crosswalk or blocking residential access sidewalk.

3.2.8 In the same location for more than 96 hours.

3.2.9 Unattended behind garages, except when the vehicle does not block a sidewalk and/or protrude into the street.

3.2.10 If it interferes with traffic flow or with a resident's access to his garage.

3.3 In addition to the marked parking spaces, right hand curbside street parking is allowed subject to Rule 3.2.1 through Rule 3.2.10.

3.4 The speed limit in Bixby Village is 20 MPH. All traffic in Bixby Village must comply with the 20 MPH speed limit and all stop signs.

3.5 Owners will be subject to a special assessment for the cost of cleanup and/or repair of any damage caused by fluid leaks from their vehicles or their guest's vehicles.

3.6 Recreational vehicles (RV's), trailers, motor homes, boats, boat trailers, campers, limos, or commercial trucks or similar vehicles may only be parked for twenty-four (24) hours for loading or unloading purposes. Storage of vehicles is not permitted.

3.6.1 This privilege does not extend to a resident's guests or visitors.

3.6.2 Commercial vehicle is defined as one whose primary purpose is the transport of people, products, trash or equipment in pursuit of commerce for a profit. A conspicuous sign or other advertisement on the vehicle is considered prima-facie evidence of its commercial purpose. The Board may, in accordance with the Association's By-laws, use its discretion to make specific exceptions to the commercial vehicle restrictions.

3.7 The Board of Directors has the authority to establish a Parking Committee to assist the Board in maintaining compliance with these Rules. The Board of Directors and/or the Parking committee shall have the authority to:

3.7.1 Patrol Bixby Village regularly.

3.7.2 Respond to questions and complaints from Bixby Village residents about parking violations.

- 3.7.3 Place a "WARNING/CITATION NOTICE" on vehicles in violation of these rules, indicating the violation.
- 3.7.4 Maintain records of warning/citation notices and authorized resident decals.
- 3.7.5 Give the Board of Directors notice of repeat offenders.

4.0 IDENTIFICATION OF RESIDENT AND GUEST VEHICLES

All residents are required to obtain a current BV decal for all of their vehicles.

- 4.1 A non-transferable identification sticker (decal) will be issued for each vehicle registered to any resident of Bixby Village and for those vehicles routinely driven from one's place of business. NOTE: Vehicles which are not registered to a resident of BVCA, but which are driven from one's place of business, must comply with all other BVCA parking restrictions. The sticker (decal) shall be securely affixed to the inside lower right-hand corner of the windshield of the vehicle.
If the vehicle has no windshield, the Parking Committee will determine where the sticker shall be affixed. Additional stickers will be issued as needed (purchase of new vehicle, etc.). These stickers become invalid when the assignee is no longer a resident, has sold the vehicle, or if it is affixed to an unauthorized vehicle. Stickers should be removed when the vehicle is sold or transferred.
- 4.2 All residents are required to identify their guest's vehicle with a "guest pass." The purpose of the guest pass is to identify vehicles that are authorized temporary (less than 96 hours) parking in Bixby Village. Photocopied guest passes are prohibited and considered invalid.
 - 4.2.1 Guest is defined to be a person in one's home or to whom the hospitality of the home has been extended. It is not intended to include persons whose objective it to find a convenient parking spot while they are on vacation or attending activities away from Bixby Village.
- 4.3 Each unit will be issued four (4) guest passes. Guest Passes are valid only if the name and address of the Bixby Village resident being visited are legibly printed on each pass and signed by the resident. The completed guest pass shall be prominently displayed on the dashboard of the guest's vehicle.
- 4.4 Guests must comply with all parking rules and regulations applicable to residents. Residents are responsible for their guests who park in violation of the rules and for any damages to property caused by their guests' vehicles.

5.0 USE OF GARAGES

Each unit in Bixby Village has a two-car garage. The primary function of the garage is to provide parking space for two licensed, operable automobiles. Garages may not be used for commercial ventures.

- 5.1 Residents owning only 1 or 2 automobiles must park all automobiles in the garage. The storage of inoperable or unregistered/unlicensed vehicles or any other activity to the exclusion of a licensed, operable automobile in regular use is prohibited.
Residents owning more than 2 automobiles must park at least 2 licensed, operable automobiles in the garage.
Residents owning 1 automobile and 1 motorcycle must park both vehicles in the garage.
Residents owning 1 automobile and more than 1 motorcycle, the 1 automobile and at least 2 motorcycles must be parked in the garage.
 - 5.2 Garage doors must be closed and drawn to the ground except when in use or for a temporary purpose.
 - 5.3 Parking (2) vehicles in the garage enforcement is a NO EXCEPTION policy that applies to every homeowner regardless of homeowner reason (i.e. car too big, garage too small, interior living space extended into the garage, medical inconvenience, choose to use garage for hobby or storage, have always parked outside, child moved home and needs to store stuff, etc.; obviously in the case of ADA Law or a true medical disability (doctor certified) BVCA will accommodate a residents needs to be in compliance with CA Law.) The reason for not complying with parking (2) in the garage should not matter; the homeowner can either park (2) in the garage or pay a monthly fine assessment. Landlords are encouraged to share this enforcement plan with their renters.
- Step 1: The BOD will issue a letter of violation to those homeowners not parking (2) in the garage (if they have not already) and explain that the homeowner has a right to a hearing before the BOD, at a date/time offered by the board, prior to fine assessment.
- Step 2: Following the hearing date provided by the board a fine assessment of \$50.00 for each of up to (2) vehicles not being parked in the garage. The fine is monthly for non-compliance during the month.
- Step 3: 30 days after the first hearing date if still not in compliance a second letter will be sent explaining that the homeowner has a right to another hearing but, at the beginning of the next month billing cycle the fine assessment will be increased to \$100.00 and remain at that level until in compliance. The fine assessment will cease only when (2) vehicles are parked in the garage and no waiver of unpaid fines will be made or proration. The homeowner can either park (2) in the garage or continue to pay the monthly fine assessment indefinitely for each non-complying vehicle. In the event the parking fine assessment is unpaid and becomes delinquent the vehicles(s) is subject to tow. If the fine assessment(s) is paid timely each month no further action is required. Owners are able to apply for a (60) day waiver for remodeling at no cost to the owner.

Homeowner is responsible to notify Management Company when they are in compliance in order for the Parking Committee to conduct verification. Fines continue until full and continuing compliance.

6.0 SOLICITATION

- 6.1 Solicitation of items for sale, donations or recruitment is prohibited in Bixby Village except as approved by the Board of Directors.
- 6.2 Advertising literature shall not be posted on garages, mailboxes, doors, or any other common area of Bixby Village except as approved by the Board of Directors.

7.0 SIGN RULES

- 7.1 Only one sign is permitted in the common area to advertise a unit for sale or lease. The sign must be located abutting only the unit advertised and shall not be attached to the structure of any common area.
- 7.2 A maximum of two signs that advertise an open house may be located on the Bixby Village common area. These signs may be displayed only during the time that the unit is being shown and must not exceed six (6) hours.
- 7.3 Real estate signs placed in accordance with Sections 7.1 and 7.2 above shall be the usual and customary sign and used by real estate brokerage houses or professionally prepared customary signs of reasonable dimension on weather resistant material which states the Residence is for sale, or lease so long as it is consistent with the standards promulgated by the Board of Directors. Brochure boxes attached to the sign post are permitted.
- 7.4 No sign, poster, display or other advertising device of any character shall be erected or maintained anywhere on the Property without the prior written consent of the Board of Directors, provided, however, that the restrictions shall not apply to any sign which states the Residence is for sale, or lease, so long as it is consistent with the standards promulgated by the Board of Directors and in accordance with the above sections.
- 7.5 Signs other than Association approved signs will be removed from the property.

8.0 SUB-LEASING

Owners shall be responsible for their tenants compliance of these Rules and Regulations and CC&Rs. Penalties imposed by the Board of Directors for violations will be issued to the owner of the unit who is responsible for payment.

9.0 NEW RESIDENTS

New residents are required to obtain parking identification stickers within thirty (30) days of occupancy by contacting the property management company.

10.0 PATIOS AND BALCONIES

- 10.1 Patios and balconies are not to be used for drying laundry, towels, rugs, or for the storage of bicycles, furniture or equipment.
- 10.2 The expense of repairing any damage caused by the installation of flowers, planter boxes, potted plants, plants or other forms of landscaping by a resident will be borne by that Owner.
- 10.3 Shrubs or vines shall not be attached to or allowed to climb any Association maintained surface.
- 10.4 Wind chimes, or any other device that is intended to create noise may be attached or placed on any patio, balcony or the exterior of a unit provided there is no complaint for any other resident.
- 10.5 Patios must be completed within six (6) months of the unit move-in. Initial and any subsequent architectural modifications must be approved by the Board of Directors.

11.0 ALTERATION OF COMMON AREAS

- 11.1 Landscaping and maintenance are provided by the Association. In addition removal or alteration of landscaping may not be performed by anyone except under the direction of the Board of Directors.
- 11.2 The common area may not be altered in any manner except under the direction of the Board of Directors.
- 11.3 Screen doors shall not be attached adjacent to the exterior of any hinged door.
- 11.4 Doors and gates may not be altered or replaced without the approval of the Board of Directors.

12.0 POOL RECREATION FACILITIES (INCLUDING POOLS, SPA, SAUNAS AND RESTROOMS)

12.1 GENERAL

- 12.1.1 The use of the pool recreation facilities is limited to residents and their guests. A maximum of four (4) guests per household may use the pool recreation facilities at one time provided guests are accompanied by a resident of the household that is 14 years of age or older.

- 12.1.2 The pool recreation facilities shall only be used from 7:00 A.M. to 10:00 P.M. daily.
- 12.1.3 Users of the pool recreation facilities shall keep the gates locked at all times.
- 12.1.4 Users of the pool recreation facilities shall be attired in either street clothes or regulation swimwear at all times.
- 12.1.5 Each household will be issued only one key to the pool recreational facilities. Replacement keys will be issued at a cost of \$100.00 to the homeowner.
- 12.1.6 The Board of Directors has the authority to suspend the privilege to use the pool recreational facilities to anyone at any time.
- 12.1.7 A "No Smoking" policy is in effect at all recreation facilities, including the clubhouse, pools, spas, saunas and restrooms.

12.2 CHILDREN 14 YEARS OF AGE AND YOUNGER

- 12.2.1 Children 14 years of age and younger shall not use the pool recreation facilities unless accompanied and closely supervised by an adult over the age of 18. Supervision and discipline of these children shall be done quietly and in a manner that does not disturb others.
- 12.2.2 Children 14 years of age and younger shall not use the Spa.
- 12.2.3 No person that is subject to involuntary natural bodily functions shall use the pools or spa without swimming apparel that has snug-fitted leg openings.

12.3 USE OF THE POOL RECREATION FACILITIES

- 12.3.1 There shall be no running, pushing, or horseplay at any time in the pool recreational facilities. Gates and fences shall not be climbed.
- 12.3.2 Patio furniture and life-saving equipment provided at the pool facilities shall be used for their intended purposes only. These items are not to be removed from the pool facility at any time.
- 12.3.3 Pets are not allowed in the pool recreation facilities at any time.
- 12.3.4 Loud or disturbing noise is prohibited. Only headphones are permitted when listening to radio, tape deck or stereo equipment.
- 12.3.5 Bicycles, tricycles, skateboards, roller-skates, and roller-blades are not allowed in the pool recreational facilities at any time.
- 12.3.6 Use of pool facilities while under the influence of alcohol, narcotics, drugs or medicines is prohibited.
- 12.3.7 No lewd, immoral or indecent conduct is permitted.
- 12.3.8 Glassware of any type is not permitted in the pool recreation facilities.
- 12.3.9 Barbecues, hibachis, and/or other cooking apparatus shall not be used at the pool recreation facilities.
- 12.3.10 Users of the pool recreation facilities shall not litter.

12.3 USE OF THE POOLS AND SPA

- 12.4.1 Games in the pool with willing participants are permissible; however, dunking and splashing are prohibited. Noise must be kept to a minimum.
- 12.4.2 Small inflatable toys for children, life-saving flotation devices, small inflatable and flotation devices used for exercise may be used in the pools to the extent they do not annoy other users of the pool at any time.
- 12.4.3 Flotation devices of any kind, inflatable balls, toys, rafts, etc. shall not be used in the spa.
- 12.4.4 The pool and spa shall not be used by persons with skin disorders, colds, coughs or communicable diseases.
- 12.4.5 Persons using tanning oil, sunscreen preparation or hair oil must shower before entering the pools and spa.

13.0 PETS

- 13.1 Owners of a pet(s) are responsible for any damage caused by them to common areas or private property.
- 13.2 Owners of a pet(s) shall pick up their pets' waste and dispose of it in a sanitary manner.
- 13.3 Pets are not allowed in the clubhouse or the pool recreational facilities.
- 13.4 Owners of a pet(s) are responsible for any noise or disturbance caused by their pet(s).
- 13.5 Dogs shall be held on a leash no longer than 6 feet in length with outdoors.
- 13.6 No more than 3 pets per unit will be permitted per Long Beach Municipal Code.

14.0 CLUBHOUSE FACILITIES (excluding pool recreational facilities)

14.1 GENERAL

- 14.1.1 The clubhouse facilities are available for rental by any Bixby Village member for the use of Bixby Village members and their guests. The facility may not be continually used by any member for profit making venture(s). Rental of the clubhouse may be subject to approval of the Board of Directors.
- 14.1.2 Rental of the clubhouse facilities does not include the use of the pool recreational facilities as defined in Section 12.0 above. Please note, the conference table may not be moved or used as a staging base for catering purposes.
- 14.1.3 The clubhouse facilities are available for use without charge to any Bixby Village group, contingent upon the functions/meetings being open to all Bixby Village homeowners. The Board will entertain requests for waiver of the usage fee for group events that include only limited Bixby Village homeowners on a case by case basis (i.e. a block party open to all residents of a single street rather than the entire community). The deposit fee will continue to be

- collected regardless of the waiver of the usage fee.
- 14.1.4 It is the responsibility of the Bixby Village member to pay for any damage, breakage or extraordinary wear and tear to, or missing articles from the clubhouse facilities. This responsibility is not limited to the amount of the security/cleaning deposit.
- 14.1.5 Bixby Village members renting the clubhouse facilities are responsible for cleaning the facility after use in accordance with the instructions from the clubhouse coordinator. Cleaning must be completed by 9:00 A.M. the following morning. The cost of extra services required to restore the clubhouse to a rentable condition will be deducted from the security/cleaning deposit.
- 14.1.6 Bixby Village Community Association assumes no responsibility for any personal items left in the clubhouse facility at termination of cleaning.
- 14.1.7 Use of the clubhouse fireplace is strictly prohibited.

14.2 USE OF CLUBHOUSE FACILITIES

- 14.2.1 Bixby Village members renting the clubhouse facilities and their guests shall conduct themselves in a manner consistent with standards and expectations of a residential community. Members and their guests shall remain within the clubhouse facility (including the patio) except for entry and exit. They shall not create a disturbance or nuisance to users of the pool facility or the surrounding area.
- 14.2.2 The Bixby village member that has reserved the clubhouse facilities must be on the premises of the clubhouse facilities for event set-up, the duration of the scheduled event, and the post-event cleanup.
- 14.2.3 Music volume shall be at a reasonable level at all times. When clubhouse use is permitted beyond 10:00 P.M., the music volume shall be inaudible to the surrounding vicinity.
- 14.2.4 All exterior doors and windows of the clubhouse facility shall be closed at 9:00 P.M.
- 14.2.5 Alcoholic beverages may be served in the clubhouse facility by the Bixby Village member renting the facility or a licensed caterer provided there is no charge to the consumer.
- 14.2.6 The services of a commercial caterer may be used at the clubhouse facility provided that the caterer shows proof of a current caterer's license, liability, and automobile insurance of at least \$100,000/\$300,000.

14.3 RENTAL OF THE CLUBHOUSE FACILITIES

- 14.3.1 The clubhouse facilities may be reserved by contacting the property management company and completing a reservation form for the desired date of use. Reservations are on a first-come, first served basis.
- 14.3.2 The clubhouse is available for rental Sunday thru Thursday from 9:00 A.M. to 10:00 P.M.; Friday and Saturday from 9:00 A.M. to 11:00 P.M.
- 14.3.3 The non-refundable rental cost of the clubhouse is \$75.00.
The rental cost may be waived for events intended to promote goodwill among the residents of Bixby Village (e.g., social events that include all Bixby Village residents only).
- 14.3.4 The rental cost in full, and a refundable security/cleaning deposit of \$150, shall be paid to the property management company prior to the event, in the form of 2 separate checks each payable to: Bixby Village H.O.A. At the discretion of the clubhouse coordinator, the rental cost for "prime rental dates (e.g., holidays, month of December)" may be required to be paid-in-full at the time of making the reservation

15.0 MISCELLANEOUS

- 15.1 Stereos, cars or other equipment that creates **noise** or a disturbance may not be used in any manner that disturbs the neighbors or surrounding environment.
- 15.2 **Bicycling** is not permitted on sidewalks or grass areas.
- 15.3 **Garage, lawn or patio sales** are not permitted anywhere in Bixby Village.
- 15.4 **Trash recycling bins** are not to be placed in view any earlier than 3 PM the day preceding pick-up (Monday) and are to be removed by 10 PM the day of pick-up (Tuesday). Homeowners not adhering to the time guidelines will receive a "reminder notice". A second notice in a 12-month period will bring a \$25 fine assessments. Third and subsequent notices in a 12-month period will each bring a \$50 fine assessment. The Association Handyman will routinely drive the village on Mondays between 2:30 and 3:00 PM to note addresses not adhering to the 3 PM time guideline. The Management company will send appropriate notices and assess fines as needed.
- 15.5 Residents or contractors shall not **climb upon any roof surface** without the prior written approval of the Board of Directors.
- 15.6 **Wild Animals:** Homeowners shall NOT leave on the exterior of the property food or water exposed and available so as to attract wild animals (i.e., feral cats, coyotes, raccoons, squirrels, mice, possums, etc). Animal Control guidelines shall be followed pertaining to not domesticating wild animals.
- 15.7 **Common Courtesy Communication:** Committees will share in advance of action, with immediately affected homeowners, planned committee actions directly affecting a BVCA homeowner.
- 15.8 **One-for-one tree replacement:** The Tree Committee will maintain the BV urban forest with a 1-for-1 tree replacement policy within

the Community. This simply means that the tree count within BV will remain constant however, does not necessarily mean that a tree will be planted in the exact location of a removed tree. Tree level is benchmarked based upon 1/1/08 and tracked by the Tree Committee.

16.0 ENFORCEMENT PROCEDURES

16.1 DISCOVERY OF VIOLATION

16.1.1 Any violation that is an alleged violation of the Governing Documents and the Rules and Regulations of the Association will be processed according to the procedures outlined herein.

16.1.2 In the event one or more members of the Association or Board of Directors file a Violation Report (Exhibit "A") the Board may act as follows:

1. Send a letter to the Owner stating the alleged violation and the date needed to cure said violation.
2. Upon expiration of the cure date, if the violation still exists, a second letter will be sent stating that the failure to abide by the Association Rules and Regulations has imposed a hardship on the Association and the Owner will be asked to attend a hearing with the Board of Directors
3. The Owner will be notified as to the decision rendered by the Board of Directors as a result of the hearing. If the Owner is found to be in violation of the Association's documents, the Board will either a) seek remedy by use of the legal system, b) apply monetary fines to the Owner's assessment billing, c) choose to correct (or caused to be corrected) the violation and assess the Owner for reimbursement of costs, d) suspend voting and other privileges, e) a combination thereof.
4. If the decision is to pursue a monetary fine system, the Bixby Village Fine Schedule will apply.

16.2 FINE SCHEDULE

1. A letter will be sent to the homeowner stating the alleged violation and timeframe in which to correct said violation.
2. A second letter will be sent to the homeowner stating the alleged violation continues and again requests that the violation be corrected.
3. A third letter will be sent to the homeowner stating the alleged violation continues and will request the homeowner appear at a hearing before the Board of Directors.
4. If the result of the hearing is a monetary fine, a fine of \$50.00 will be applied to the Owner's account.
5. If the violation continues past the hearing and the first fine stage, 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.
6. The Board may determine to use the legal system or cause correction of the violation to effect a cure and the Owner may be responsible for legal fees and or reimbursement of costs to the Association.

Note: Should a violation occur which imposes a financial obligation of the Association, then the party responsible for said violation shall reimburse, by way of a Special Assessment, the Association for this financial obligation. If, for example, a party damages a fence, tree or any other common property, repair and replacement costs will be charged to that party.

17.0 ARCHITECTURAL GUIDELINES

17.1 Purpose

17.1.1 As set forth in the Covenants, Conditions & Restrictions, the Architectural Committee is vested with the power to review and approve all exterior Improvements to all residences for Bixby Village Community Association. Such Improvements include, without limitation, additions, modifications and alterations to the exterior of the residence, signs, fences, walls, landscaping screens, patios and patio covers and any other modification to the exterior of the residence. The Architectural Committee does not seek to restrict individual creativity or personal preference, but rather to help assure continuity in design, which will help preserve and improve the appearance of the Community and enhance the property values of all Members in the Community.

Prior to commencement of any addition, alteration or construction work of any type to the exterior of any residence in Bixby Village Community Association, you must first submit an application to the Architectural Committee for approval of such work. Failure to obtain prior written approval of the Architectural Committee may constitute a violation of the governing documents and may require modification or removal of unauthorized works of Improvements at the Member's expense. The Board may, from time to time, adopt and promulgate Architectural Standards to be administered through the Architectural Committee, as it deems appropriate.

The County of Los Angeles Building Department or other governmental agencies prior to the commencement of any work may require a building or other permit. Neither the Architectural Committee, not the Association assumes any responsibility for failure to obtain such permits does not waive the obligation to obtain Architectural Committee approval. **All architectural submittals must also comply with the Bixby Village Architectural Guidelines/Rules.**

17.2 Submission Procedures and Requirements

17.2.1 All requests ("Requests") for Architectural Committee approval are to be made on the standard Bixby Village Community Association Architectural Form (Exhibit "BI").

17.2.2 Submission of Requests: All Requests are to be made to the Bixby Village Community

Association Architectural Committee c/o the management company.

- 17.2.3 Construction Drawings: Plans and specifications for works of Improvements must be prepared in accordance with the applicable building codes, and with sufficient clarity and completeness to enable the Committee to make an informed decision on your request.
- 17.2.4 Submission of Applications/or Improvements: Please forward three (3) sets of your proposed plans and specifications, together with the standard Architectural Form (Exhibit A), with the signatures of the facing, adjacent and impacted neighbor(s) to constitute a complete Application. Please mail this information to the management company. One (1) set will be returned to you after completion of the review.
- a) Plot plan drawn to scale showing the following:
- i) All proposed Improvements and relevant elevations, together with the desired location of such Improvements to the residence.
 - ii) Complete dimensions of the proposed Improvements.
- b) Description of materials to be used, including the proposed color scheme. Samples should be provided.
- c) Drainage plans (if applicable) where the established drainage pattern might be altered by the proposed Improvements.
- d) Floor plans (if applicable) showing the overall dimensions and area of Improvements reflecting your preliminary design concept.
- e) Description of proposed construction scheduled.
- f) Landscape plan and working drawings (if applicable).
- g) If proposed Improvements require access over the Common Area of Common Facilities for purposes of transporting labor or materials, written permission shall be required from the Association. Any such requests must be filed with the Board of Directors prior to the commencement of your Improvements.
- h) Any other information or documentation deemed to be necessary by the Architectural Committee in evaluating your request.

17.3 Failure to Comply with Required Procedures

Failure to comply with the requirements and procedures set forth herein shall cause your request to be delayed pending submission of other information and documentation to the Architectural Committee. An incomplete Application shall affect the time limits for approval otherwise reserved in favor of the Architectural Committee.

17.4 Final Approval by Architectural Committee

The Architectural Committee shall give final approval or disapproval of your request within forty-five (45) days from submission of a completed Application (including all the required supporting information and documentation).

17.5 Disapproval by Architectural Committee: Appeal

In the event the Committee disapproves the plans and specifications submitted to the Architectural Committee, the party or parties making said submission may appeal in writing to the Board of Directors of the Association within thirty (30) days following the final decision of the Architectural Committee. The Board of Directors will then submit the written request to the Architectural Committee for review, whose written recommendations are to be submitted to the Board of Directors. Within forty-five (45) days following receipt of the request for Board appeal, the Board shall render a written decision.

17.6 Architectural Standards

- 17.6.0 Satellite Dish Installation of satellite, cable or FIOS communication systems are to conform to the "BVCA Architectural Guidelines for the Installation of Satellite, Cable and FIOS Communication Systems". These guidelines are available on the Bixby Village HOA website and it is strongly recommended that these guidelines be obtained by the homeowner and shared with the installer prior to the commencement of work.

In addition to the specific details described in the guidelines, the homeowner should be aware of the following;

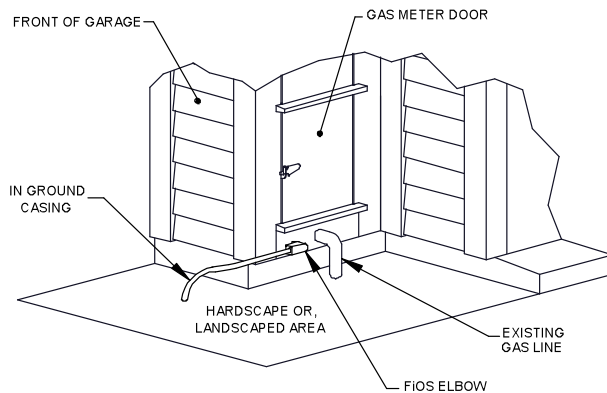
1. Homeowners will be responsible for the cost to repair any direct damage to the roof, exterior siding or trim and any consequential damage resulting from leaks, dry-rot, etc. as a result of the installation of the communications systems.
2. If the installation is done incorrectly or in an inappropriate location the BVCA will give the homeowner written notification of the violation and it will be the homeowners responsibility to correct the situation within (10) days of receipt of that notice.
3. Once a homeowner stops utilizing the dish (ceases to pay provider) the satellite dish must be removed.

BVCA Architectural Guidelines for the Installation of Satellite, Cable and FIOS Communication Systems

It is expected that homeowners will make every attempt to adhere to the following guidelines while not jeopardizing the signal quality of the communications system. If a reasonable attempt has been made and a successful installation is not possible then the homeowner should request the counsel of a member of the Architectural Committee on alternate site selection. Please call PCM to schedule an appointment with a member of the committee.

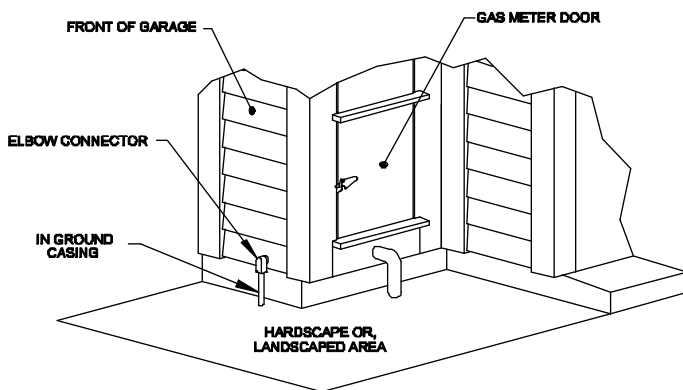
1. Satellite dishes are not to exceed one meter in diameter.
2. Because of the multiple configurations and locations of the homes in Bixby Village, location of a satellite dish can vary greatly. All attempts should be made by the homeowner to select a location that is as unobtrusive as possible - subject to proper signal reception - and preferably not on the front entrance side
3. The dish should not protrude above the roof ridge line unless there is no other location where a proper signal can be obtained.
4. The satellite dish and any support brackets are to be mounted to the fascia board (a mounting block painted white may be used) or on the white wood trim boards at the corners of the building and chimney. Under no circumstances will the satellite dish be mounted on the roof shingles, house siding, balcony railings or vent pipes.
5. Wiring is to be white in color so as to blend with fascia trim paint. Every attempt should be made to locate cables and wiring internal to the dwelling and under no circumstances should they be laid out across roof shingles or attached to the siding.
6. For multiple dwelling structures the satellite dish may only be installed on the building over the applicable home owner's living space.
7. For cable and FIOS wiring the homeowner should make every attempt to have the wiring routed internal to the dwelling and avoid visible cables or wiring attached to roof or siding on the exterior of the house.
8. Wiring that originates from an underground source (typically FIOS and cable) must be covered in a continuous length of conduit suitable for outdoor use and terminate in the lower utility closet with an appropriate connector (Ref Fir 1 & 2 Below). The conduit and all connectors must be painted in a color to match the body of the house or trim as appropriate. Bare conduit is not allowed.

Fig. 1 SIDE INSTALLATION



LOCATION OF IN GROUND CASING WILL VARY FOR EACH HOME. THIS OPTION ALLOWS FIOS CABLE TO BE ROUTED NEAR THE FOUNDATION OF THE HOME AND ENTER THROUGH THE BASE BOARD BELOW THE GAS METER DOOR.

Fig. 2 FRONT INSTALLATION



LOCATION OF IN GROUND CASING WILL VARY FOR EACH HOME. THIS OPTION ALLOWS FIOS CABLE TO BE ROUTED THROUGH THE FRONT OF THE GARAGE AND THEN THROUGH THE GAS METER CLOSET.

- 17.6.1 No **advertising signs** of the contractor may be displayed at the work-site.
- 17.6.2 All changes that involve **common walls and fences** must be approved by the owner of the common wall and fence.
- 17.6.3 Only middle units of attached town homes may have a **wrought iron gate** installed between the garages. These gates must be unlocked to give access to the landscaper to common areas. All gates must be painted white to match the trim of the house.
- 17.6.4 All **patio materials**, including posts, latticework and HOA installed decks must be made of wood or Polyvinyl Chloride which must be a quality of TiO2 quality white vinyl. Gates must be painted white to match the trim of the house. Gates may be no higher than patio walls or lattice work (if installed). Mesh screens, iron bars and Lucite may be attached to the patio gates. The Architectural Committee must approve type of mesh screening in advance. Any gate with any attachment then becomes a homeowner responsibility and must be maintained at the discretion of the Board of Directors.
- 17.6.5 **Patio cover/lattice requirements** to conform to specifications/drawings available from PCM. All latticework must be made of wood or Polyvinyl Chloride which must be a quality of TiO2 white vinyl. The latticework may only extend patio walls 24" except latticework that has an 8-inch solid top. In this case the extension may be up to 32" (see lot 1, 6000 Avenida de Castillo). Wood latticework and in the case of vinyl must be white to match the trim of the house, and must be raised off balcony cap 2-3".
- 17.6.6 **Patio covers** must have city permits. Patio covers and latticework extensions may not be attached to the same wall except on patio sidewalls. On the sidewalls latticework may extend to the top of the patio cover. Some sidewalls are deemed too long to have full latticework attached to the patio cover. Patio covers must be painted white to match the trim of the house.
- 17.6.7 **Brick** porches and sidewalks are allowed but sidewalks may only extend to the street sidewalk and must be flush with the street sidewalk.
- 17.6.8 **Malibu lights** will not be allowed in the common area; exceptions for reasons of safety or security may be made upon appeal to the Board of Directors. Malibu lights in non-common areas, if requested for reasons of safety or security, must be of the Pagoda style in black or dark green. Please keep in mind:
1. The Committee approves plans and specifications as to style, exterior design, appearance and location and does not approve engineering design or compliance with zoning and building ordinances.
 2. The Committee has the right to inspect improvements constructed or being constructed to ascertain that such improvements have been or are being built in compliance with the plans and specifications approved by the committee;
 3. You must not change the established drainage patterns of your lot (all water must drain to pre-installed drains or drain to the street);
 4. Any damage to your house, your neighbor's house, the fences or common area must be repaired to its original condition; and
 5. The Committee does not approve landscaping and plantings (please refer to the Landscape Committee).
- Note:** A copy of all plans are kept for the Association's file.
- 17.6.9 **Exterior Carriage Lights**, but not patio lights, must be white, black or antique dull brass. The front door light is to be New England "traditional" Carriage style 20-28" overall in size; the garage to be a Carriage style 14-18" in size; and patio lights may be smaller in size.
- 17.6.10 **Garage Doors** – Before a homeowner makes any changes or replacements to a garage door they must submit an "Architectural Committee Submission Form for Exterior Changes" to the management company, which forwards it to the Architectural Committee for review and approval. Complete instructions are on the form but it must contain a detailed description of the garage door, manufacturer and pictures of the specific door being requested. In addition, for the form to be accepted by the Committee it must have the signature of at least three of the neighbors whose homes are either adjacent to or across the street from that of the requesting owner. While it is recognized that there are non-conforming garage doors within Bixby Village, they should not be copied. Homeowners are required to follow the guidelines presented here for any repair or replacement of an existing garage door. Furthermore, homeowners are encouraged to choose a style matching your neighbor's in order to maintain a consistent look to the neighborhood. This is especially true for units that share a common wall. The specifications for garage doors as well as other helpful information are contained in the "Architectural Standards for Garage Doors". This and the "Architectural Committee Submission Form for Exterior Changes" can be found on the Bixby Village Homeowners website.
- 17.6.11 Flat **skylights**, in addition to our standard convex skylights, will be allowed provided the owners sign an "Improvement Agreement" before installation.
- 17.6.12 The only style of **front screen door** allowed is the "invisible" or "phantom" type in white.

- 17.6.13 Conditional individual requests for change of building paint colors upon review and written approval from the Board of Directors.
- 17.6.14 **Exterior Paint Colors:** Bixby Village has an established color palette for exterior paint surfaces. Buildings will be painted on a 5-year maintenance cycle. The Board of Directors will from time-to-time entertain updating of the palette choices to maintain a current and vibrant appearance. A current schedule of the approved color palette is on record with the HOA Management Company. Some existing building colors and/or color tones will be changed by the Architectural Committee to better balance the master-planned streetscapes. The Architectural Committee will be in charge of any and all color change requests.
- 17.6.15 **Townhome patio doors** will be aluminum clad white vinyl style “sliding” or “French casement hinged” doors provided they have the exact same spacing and number of window divider mullions so the exterior look is identical to original build sliders and, there is no additional HOA painting surface maintenance.
- 17.6.16 **Window replacements** for Single family and Patio homes may be with mullions or if with non-mullions ONLY as follows: 1st floor level windows only; must be clear tempered glass; aluminum clad white vinyl frames; must not be “boldly” visible from the street (as compared to “passively visible at a passing glance); and, must have viewing neighbors approval on AC Exhibit B. For Townhomes, mullions remain a requirement of “like-for-like” replacement. In all instances window screening or dark tinting is not allowed that substantially obstructs the viewing of existing mullions from the exterior.
- 17.6.17 **Property Transfer Checklist;** Prior to the close of escrow it is the seller or sellers agent’s responsibility to contact the Bixby Village Management Company with a request to schedule an Architectural Committee inspection. This inspection is necessary to insure that any violations – new or those that the homeowner earlier agreed to correct at the time of sale – have been (i) corrected by the seller or (ii) agreement is reached between the buyer and seller on how the corrections will be performed.
The management company must be notified at least 30 calendar days prior to the date of the inspection or close of escrow; whichever is earliest. There is no charge for a routine scheduled inspection.
Copies of the “Property Transfer Checklist” and the contact information for the Bixby Village management company are available on the Bixby Village HOA website. Any questions regarding the inspection should be directed to the BVCA management company.
- 17.6.18 **Front Entrance Doors;** The Bixby Village standard front entrance door style is New England “traditional”. The doors shall be of solid wood panel construction or solid wood panel construction with decorative glass; either type may or may not have accompanying side lites. Decorative glass and/or side lites should complement the main door and be consistent with the architectural character of Bixby Village. The door shall be a natural wood product and stained a medium to dark brown color and varnished or otherwise protected with a finish coat that minimizes sun and weather damage.
Examples of such finish coats are McCloskey’s Man O’ War Marine Spar Finish (Satin Finish), or Dunn-Edwards Defthane Polyurethane (Satin Finish).
Painted door colors are not allowed.
Exhibit B of the Architectural change request for front door replacement shall be supported with colored pictures of the original and proposed new front door and stain; both with detail sufficient for the Architectural Committee to adequately determine the appropriateness of the request. Approvals will be granted on a request by request basis and only with adequate supporting documentation accompanying the request.
The homeowner is responsible for the maintenance and care of their front doors. If requested by the homeowner, the Association will varnish only the front doors during the regular paint cycles.
NOTE: per BV Paint Colors & Materials Specification No. 106
- 17.6.19.1 **Solar Tubes & Water Heater Vents – General Requirements:**
1. The installation or replacement of any solar tube or water heater vent requires the submission and approval of an Architectural Committee “Request for exterior Change”. The form and instructions can be found on the Bixby Village HOA website.
 2. The homeowner is responsible for any damage to any property owned or maintained by the homeowners association - including the association owned roof - resulting from the existence, installation, maintenance, replacement and/or repair of any of the improvements listed in this section
 3. The installation of any device must be in compliance with all applicable state and local building codes
 4. The home owner is responsible for the maintenance, repair and replacement of any improvement listed in this section
 5. The home owner agrees to hold the association harmless from and against claims and liabilities resulting from the installation, use or repair of any of the improvements listed in this section
 6. All exposed metal parts – including tubing, ducting, flashing, etc. must be painted with a color to match the existing metal parts of the roof.
 7. Once installed the units are to remain a part of the property and are not to be removed at the time of sale
- 17.6.19.2 **Water Heater Vents**
Vents for tank and tankless water heaters must adhere to the following guidelines:
1. Through the wall venting is not allowed

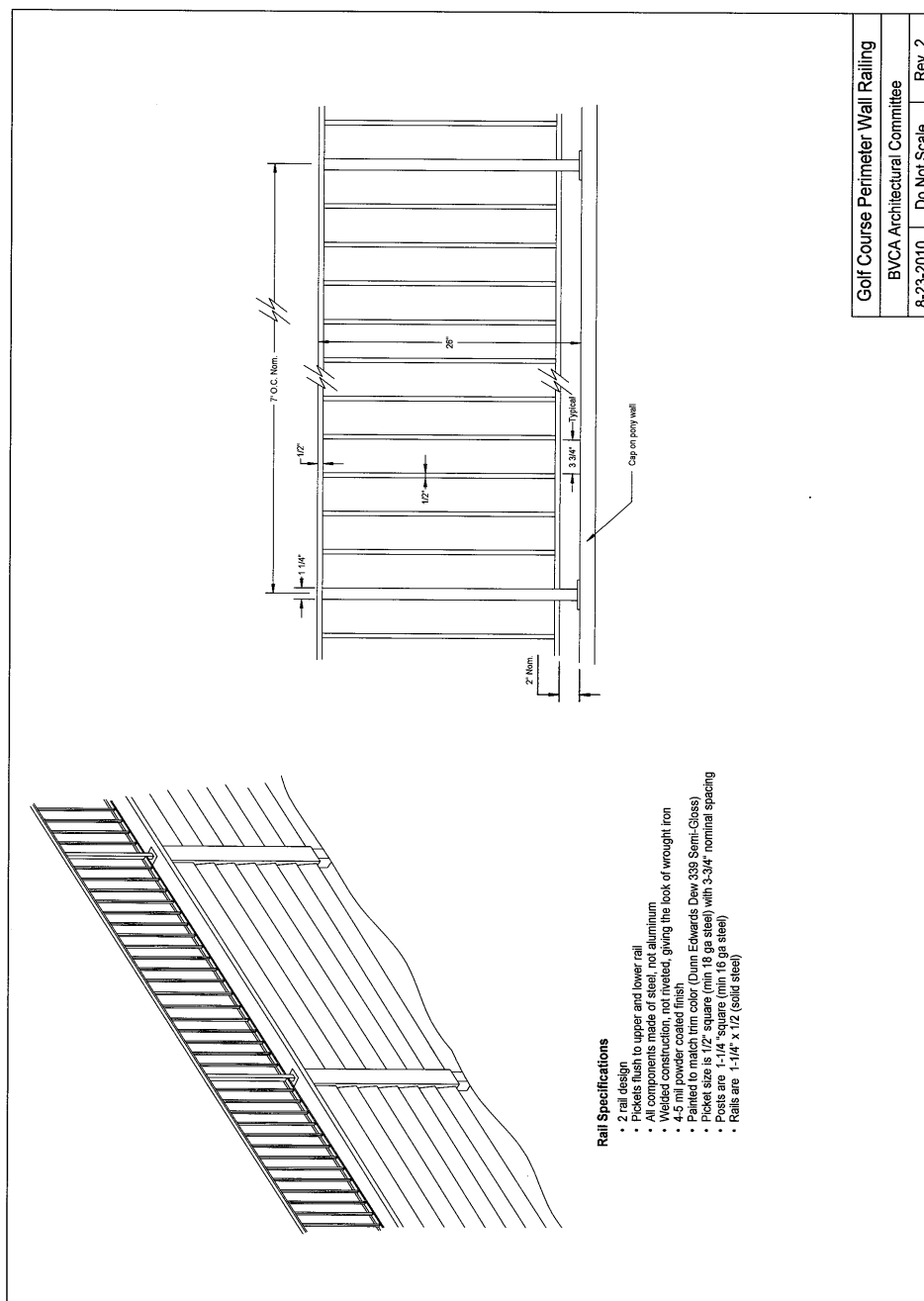
- All vents must utilize the existing roof penetration

17.6.19.3 **Solar Tubes**

Installation of solar tubes must adhere to the following guidelines;

- The installation must be as visually unobtrusive as possible without significantly increasing the cost or substantially decreasing the unit's efficiency. The system should be only "passively" visible at a passing glance and in harmony with the existing color schemes to minimize its presence.
- The diameter of the solar tube is not to exceed 14 inches and the roof penetration must be centered between the rafters. No modification of the supporting roof structure is allowed.

17.6.20 **Golf Course Perimeter Wall Railing**



- 17.6.21 **Patio home curbside mailboxes** are to be maintained and, as necessary, replaced by the patio homeowner. Homeowners who need to replace their mailbox because of deteriorating condition or personal choice are asked to submit their proposed replacement to the Architectural Committee for review. The AC will not unreasonably withhold

approval but will ask patio homeowners to make an extra effort to match as close as possible existing style/size/color and, for the selection not to appear as the lowest cost option. The goal of the AC is to maintain the high-end residential appearance of BV. (Example of acceptable mailbox at 430 Paseo Dorado.

17.7 **Solar Energy Systems** – Installation Rules and Guidelines

- 17.7.1 Prior to installing a solar energy system, homeowner (“H/O”) must submit to the Architectural Review Committee (“AC”) an application and detailed plans and specifications (how the system is to be attached to the roof structure, etc.). The architectural submittal must include a rendering of the proposed system showing dimensions and location. The system, in the location contemplated, must be as visually unobtrusive as possible without significantly increasing the cost or decreasing its efficiency (as explained above). The system should be only “*passively*” visible at a passing glance through use of low profile panels and/or in harmony with the existing color schemes to minimize appearance.
- 17.7.2 The H/O must obtain any and all required permits and local, state, and federal approvals and certifications. A solar energy system for heating water must meet all applicable safety and performance standards and is required to be certified by the Solar Rating Certification Corporation (SRCC) or other nationally recognized certification agencies. A solar energy system for producing electricity must meet all applicable safety and performance standards established by the National Electric Code, the Institute of Electrical and Electronics Engineers and accredited testing labs such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability. The above-referenced certifications for both water heating and electricity producing solar energy systems must be for the entire solar energy system and its installation.
- 17.7.3 H/Os are advised to consult with Southern California Edison to insure their systems are registered with it to assure safety, and avoid liability/injury risk with respect to solar panel electrical safety and the reverse current danger that can occur during power outage.
- 17.7.4 The H/O must enter into an Improvement Agreement to be recorded in the County Recorder’s Office which provides, in part, that H/O is responsible for (a) insuring, maintaining and repairing the system, (b) the cost of any and all maintenance and repairs to the Common Area by the Association caused by the installation, use and repair of the system, (c) indemnifying, defending and holding the Association harmless from and against claims and liabilities resulting from the installation, use or repair of the system, (d) the cost of removal of the system and replacement of the system during Association re-roofing, and (e) ensuring that any purchaser of H/O’s separate interest is on notice of and bound by the obligations set forth in the Improvement Agreement.

Note: Wind electrical generating systems are not a part of AB 1892 and at present are not allowed in BV.