



# CARLTON SQUARE

*Managed by Keystone 16775 Von Karman Ave., Ste. 100, Irvine, CA 92606*

## **MANAGEMENT:**

Lanese King, CMCA®, AMS®  
General Manager  
Lking@keystonepacific.com  
(310) 671-0444

## **Office Hours:**

Monday - Friday, 10 AM - 4 PM

## **Emergency & After Hours:**

**(949) 833-2600**

## **NEXT BOARD MEETING:**

Thursday, March 14, 2024 - 7 PM  
Via Zoom: <https://kppm.zoom.us>

Meeting ID: 861 7679 7712

Passcode: 993635

Dial In: (669) 900-6833

## **GUARD HOUSE:**

Manchester: (310) 674-2060  
11 AM - 3 AM

Pincay: (310) 674-2067

24 hours

## **BILLING & ACCOUNT CHANGES:**

(949) 833-2600  
Customercare@keystonepacific.com

## **ESCROW INFORMATION:**

For refinances and sales documents  
must be acquired at  
[www.homewisedocs.com](http://www.homewisedocs.com)

## **SOFI STADIUM:**

For noise complaints please contact  
(877) 378-0013

## **Board of Directors**

President - Lanise Douglas  
Vice President - Brenda Walker  
Secretary - Susie Fritts  
Treasurer - Phyllis Gillian  
Member at Large - Anthony Daley

## **ASSOCIATION RULES AND REGULATIONS - UPDATES**

Please note that the proposed changes to the HOA's Clubhouse Rules and Car Decal Rules were approved by the Board of Directors at the January 11, 2024 meeting, after a 28-day comment period by the membership, and are effective as of February 1, 2024. Copies of the approved rules are enclosed on pages 3-5 for your use.

Additionally, enclosed for a 28-day comment period are the following proposed rule changes on pages 6-18:

- Water Intrusion Policy
- Homeowner Insurance Rules
- Rental Rules

## **KEEPING APPOINTMENTS WITH THIRD-PARTY VENDORS**

As part of an ongoing commitment to maintaining the beauty and functionality of Carlton Square, management would like to remind you about the crucial role each homeowner plays in keeping appointments with third-party vendors. These vendors provide essential services that contribute to the overall well-being of this community. Your cooperation in keeping these appointments is greatly appreciated.

Home Maintenance and Repairs: Timely appointments for home maintenance and repairs help the HOA address issues promptly, preventing potential damage to properties. Whether it's a leaky roof, plumbing repairs, water mitigation repairs, or other repairs, your cooperation is crucial in maintaining the structural integrity of our homes.

Waste Management: Proper waste disposal is key to a clean and hygienic community. Remembering and adhering to scheduled waste collection days not only keeps our surroundings clean but also supports sustainability efforts by ensuring proper recycling and disposal practices. Please do not leave loose trash in the enclosures; if a dumpster is filled to capacity, please dispose of your trash in a different dumpster.

**Please remember to call the City of Inglewood at (310) 412-5333 and ask for Ashley or Anna before 12 PM daily to schedule bulk trash removal on Tuesdays.** Management has reached out to the City to arrange a site visit for improvements to the trash removal process at Carlton Square.

Friendly Reminders:

- Mark your appointment dates on your calendar.
- Set reminders on your phone to ensure you don't forget.
- Communicate any scheduling conflicts with the relevant vendors as soon as possible. "No call, no shows" may force a vendor to impose cancellation fees on the HOA.
- Please contact the General Manager if scheduling with a third-party vendor becomes troublesome or delayed.

**ANNUAL MEETING & ELECTION REMINDER**

The Carlton Square Annual Meeting and Election is scheduled for Saturday, March 2, 2024 - 10 AM at the HOA's clubhouse. Two (2) seats will be filled for 2-year terms.

- Five (5) qualified candidates are running for two (2) seats. Ballots will be mailed to the membership for an election in March.

**RESIDENTIAL SOUND INSULATION PROGRAM – CITY OF INGLEWOOD**

Source: <https://www.cityofinglewood.org/193/Program-Overview>

Email: [soundinfo@cityofinglewood.org](mailto:soundinfo@cityofinglewood.org)

Phone: (310) 412-5289

About the Program

The City of Inglewood's popular Residential Sound Insulation Program is making great strides in its campaign to reduce the impact of aircraft noise on homes under the flight path of Los Angeles International Airport. This voluntary program is funded by grants from Los Angeles World Airports and the Federal Aviation Administration. Sound insulation modification will make a dramatic difference in your home. It has been proven to significantly reduce interior noise levels. Once the work is completed you will notice a marked improvement in your family's quality of life.

There are many steps that we will take to make your home quieter. First, we replace all your doors and windows with the attractive solid-core doors and dual-pane windows that you have personally selected. In some cases, central air and heating will be added to your home. Essentially, all these measures are taken together to help insulate your house from exterior noise.

Who Is Eligible?

The City offers sound insulation at no cost to residents living in neighborhoods with a recorded Community Noise Equivalent Level (CNEL) of 65 decibels (dB) and higher and built before 1998.

Home Inspections

Please see the enclosed document titled "Home Visits" on pages 19-20 for more information.

**OFFICE CLOSURE**

Please note that the Management Office will be closed on Monday, February 19, 2024 in observance of President's Day.

# **CARLTON SQUARE HOMEOWNERS ASSOCIATION**

## **Parking Decals**

Resident-owners and Owners with tenants must obtain parking decals through management for residents' vehicles. Each on-site address will receive up to four (4) decals to assign to four (4) specific vehicles, and each decal must be placed on the bottom left corner of the vehicle's front windshield. Homeowners with more than four (4) vehicles per on-site address will be required to obtain a variance from the Board of Directors for additional decals at a cost of \$200 per decal. Homeowners who provide their tenants with decals must either purchase new decals for new tenants at \$200 per decal or exchange the former tenants' decals for new decals at no additional cost. Lost or stolen parking decals must be purchased at a cost of \$200 per decal. Damaged decals can be exchanged at no additional cost.

## CARLTON SQUARE CLUBHOUSE RULES

Adopted by the Board of Directors on January 11, 2024

**8700 Carlton Drive**

1. All requests must be submitted by owners **ONLY** using the association's application. Applications can be emailed, or hand delivered to the management office. Your request must be received by the on-site manager six (6) weeks in advance of your event since approval is required by the Board of Directors at a regularly scheduled meeting. Board meetings are held monthly on the second Thursday of each month.
2. All reservation requests must include proof of General Liability Insurance, or the owner must obtain the One-Day Special Events Policy from the association's insurance carrier
3. An owner who has a delinquent assessment account with the association cannot rent the clubhouse, and nor can the owner's tenants or residents.
4. All reservations must be accompanied by bank checks or money orders (no personal checks will be accepted) in the amounts of **\$400.00 which is a refundable deposit and \$100, which is a nonrefundable rental fee.** The bank checks or money orders are to be payable to Carlton Square Homeowners Association. The checks/money orders will be deposited. Carlton Square may return the \$400 deposit after the facilities have been inspected by the general manager or a member of the Board of Directors **and** determined that the clubhouse was left clean and not damaged during the event.
5. Owners will **NOT** be allowed to reserve the clubhouse for use by non-residents.
6. Only one (1) clubhouse event is allowed per day.
7. The Carlton Square resident renting the clubhouse must stay with the guests at all times and will be responsible for the actions of his/her guests

### CLUBHOUSE RULES

1. The clubhouse and other recreational facilities are for the exclusive use Carlton Square resident-owners and tenants of owners. Should it be determined that the clubhouse reservation was made for a non-resident or non-owner, the clubhouse will be closed down and the guests asked to leave. Deposit refunds will be processed as stated in section #4. Fees will be refunded, and the owner responsible for the reservation will be invited to a hearing.
2. Occupancy for all events will be limited to maximum of forty (40) people, including children.
3. A guest list must be presented to the security officers at both the Manchester and 90<sup>th</sup> Street gate no later than four (4) hours in advance of the event. Any person whose name does not appear on the list **WILL NOT** be admitted into the complex.

4. The association's pools, spas, tennis courts, basketball courts, and tot-lot cannot be rented under any circumstances. Owners and their guests cannot use the other amenities while renting the clubhouse.
5. The clubhouse is available for the following hours, with the times being strictly enforced: Sunday through Saturday 10:00 AM to 6:00 PM.
6. All events held in the clubhouse are limited to six (6) hours, which includes setup and cleanup. Owners who fail to observe the time limit of 6 hours will be invited to a hearing. A homeowner may pick up the key to the clubhouse from the 90<sup>th</sup> street guard booth one (1) hour before the scheduled event.
7. Decorations are not permitted to be affixed by tape or other adhesive substances to any door, wall, window or anywhere inside or outside the clubhouse, this includes the fence surrounding the pool.
8. Glass containers are not permitted in the clubhouse.
9. Pets of any kind are not permitted in the clubhouse.
10. A patrol guard will be required for reservations of at least thirty (30) guests and when alcohol is being served. Guard service must be arranged through management at homeowner's expense of \$35 per hour for at least four (4) hours.
11. Owners renting the clubhouse for political activities as defined by California Civil Code Section 4515(b), must still provide an application to management for approval by the Board of Directors as stated in section #1.
12. The clubhouse must be cleaned up immediately after each event. All trash must be removed and disposed of by the resident/homeowner using the facility. This includes any trash outside the clubhouse. In the event the clubhouse area, inside and out, is not cleaned and trash is not properly disposed of, all or part of the deposit may be forfeited.
13. The owner who reserved the clubhouse is responsible for the actions of their guests and will be held liable for any loss and/or necessary repairs incurred by the association.
14. Destruction and/or movement of furniture in the pool area to another location will result in immediate shut down of the event and forfeiture of the deposit.
15. Failure to adhere to these rules may result in an owner being brought to a hearing in front of the Board of Directors and potentially the loss of privilege to rent the clubhouse for one (1) year.



# Carlton Square Homeowners Association

January 2024

## RE: Carlton Square Homeowners Association Proposed Rule Changes

Dear Homeowner,

Please find enclosed the proposed rule changes for your community.

In accordance with California Civil Code §4360, the Association must distribute proposed rule changes, stating the purpose and effect, to the membership at least twenty-eight (28) days before making the change or adopting a new rule.

❖ The enclosed proposed rule changes/policies are as follows:

- Water Intrusion Policy
- Rental Rules
- Homeowner Insurance Rules

❖ The purpose and effect of the proposed rules are to assist with making sure the Association operates more efficiently and to streamline homeowner responsibilities pertaining to water damage repairs, renting homes, and maintaining homeowners' insurance.

Please email your comments or concerns regarding the proposed rule changes to [Lking@keystonepacific.com](mailto:Lking@keystonepacific.com), or mail to Carlton Square HOA, ATTN: Management Office, 8700 Carlton Drive, Inglewood, CA 90305.

Your correspondence will be forwarded to the Board of Directors for review and consideration. The Board will vote on the above after the expiration of the 28-day comment period in a General Session Board Meeting scheduled for February 29, 2024.

Sincerely,

At the Direction of the Board of Directors  
Carlton Square Homeowners Association

*Lanese King*

Lanese King, CMCA, AMS  
General Manager

# CARLTON SQUARE HOMEOWNERS ASSOCIATION

*A California Non-Profit Mutual Benefit Corporation*

## WATER INTRUSION & MOLD REMEDIATION POLICY

The following guidelines were adopted by the Board of Directors on \_\_\_\_\_, 2024 and are now in effect and enforceable.

Carlton Square Homeowners Association (“Association”) requires a clear and consistent policy for handling routine and emergency water and mold issues within the Association Project and more specifically, within the Units of the **Condominium Buildings** as defined by Section 1.20 of the CC&Rs.

The following policies are intended to provide clear guidelines and procedures for consistently responding to water intrusions, and damage caused thereby, without requiring legal consultation in each instance, in order to protect the financial interests of both Owners and the Association.

This policy has been adopted by the Board in the exercise of its duty to maintain, protect and enhance the value of the properties, as well as the property and financial interests of all Owners, by expressing a consistent policy for the Board to address such claims, consistent with the requirements of the law and the Association’s governing documents.

### **I. PREFACE**

According to the *Declaration of Covenants, Conditions and Restrictions and Reservation of Easements* (the “CC&Rs”), the Association is generally responsible for the maintenance, repair, restoration, and replacement of the Common Area (excluding the Exclusive Use Common Areas), including but not limited to all bearing walls, the parking structures, and open parking spaces, driveways, lawns, pavement, stairways, landings, and trees and landscaping. (CC&Rs, Sections 2.02, 2.07; Civil Code § 4775.)

According to the CC&Rs, each Owner is generally responsible for maintaining his or her Unit, including the equipment and fixtures in the Unit and its interior walls, ceilings, windows and doors, in a clean, sanitary, workable and attractive condition. (CC&Rs, Section 2.09; Civil Code § 4775.)

The Association is not liable for maintenance, repairs, or replacements of Common Area, such as walls, ceilings, floors, doors, windows, or any other portion of the Common Area forming the boundaries of a Unit that have been determined to have been damaged from within a Unit. This includes water intrusion from any pipes, drains, conduits, appliances or equipment located within a Unit.

The Association is also not liable for any damage to the interior of a Unit, unless the damage was caused by the negligence of the Association, its Board, agents or employees, under circumstances where the Board's decisions were not made in good faith, after a reasonable investigation and in the best interests of the community as a whole. (Civil Code § 4775; *Lamden v. La Jolla Shores Clubdominium Ass'n* (1999).) This includes damage to any Unit interior walls, floors and fixtures, as well as any personal property, and other items within a Unit, resulting from water which may leak or flow from outside of any Unit or from any part of the building, or from any pipes, drains, conduits, appliances or equipment or from any other place or cause, that is not caused by the Association's negligence, *unless* the damage is the result of a casualty which is covered by the insurance policy required to be carried under Article IX of the CC&Rs.

## II. INSURANCE

Pursuant to Section 9.03 of the CC&Rs, each Owner can insure his or her personal property against loss. In addition, any improvements made by an Owner to the real property within his or her Unit may be separately insured by the Owner. Each Owner should maintain adequate levels of liability and property insurance for his or her Unit against losses to personal property located within the Unit or Exclusive Use Common Areas, and upgrades or Improvements installed by an Owner located within the Unit or Exclusive Use Common Areas.

**Please note that an Owner may be financially responsible to restore, repair and replace his or her Unit, even if the leak is not his or her fault. Failure to carry insurance could cost thousands of dollars. Be proactive and be insured!**

Insurance claims against the Association's master policy must be filed by the Board. Please report your losses to the Management Company.

## III. PREVENTIVE MAINTENANCE REQUIREMENTS

Owners are expected to proactively perform regular inspections and maintenance on their plumbing lines which exclusively serve their Unit, plumbing fixtures and appliances whether free standing or built-in, including, but not limited to, the following:

1. Plumbing supply lines to toilets, sinks and other appliances;
2. Washing machine hoses;
3. Sewer lines, to the extent said lines exclusively serve the Unit;
4. Shut-off valves to ensure proper operation;
5. All appliances and fixtures that use or hold water; and
6. Regularly use bathroom exhaust fans and keep units well ventilated in order to reduce moisture and the potential for mold growth.



All such inspections, maintenance and repairs should be performed as needed, but at least annually, by someone qualified to recognize and perform these needed inspections and repairs. Please note that use of drain cleaner products such as Drano are discouraged since the product itself may solidify and cause damage to the plumbing lines.

The Association strongly encourages owners to document all such inspections, maintenance and repairs so that the Owner can demonstrate to the Association that he/she has acted reasonably and responsibly in fulfilling his/her responsibilities.

**Please note that an Owner's failure to inspect, maintain and repair the plumbing lines, fixtures and appliances in his/her unit as stated in this policy, and timely report claims, leaks or damages within twenty-four (24) hours of discovery, shall constitute negligence by that Owner. Any such Owner shall be financially liable for any and all damage to Common Area and/or other Units.**

#### **IV. PLUMBING PROTOCOL & PROCEDURES**

The Association shall not be liable to any Owner or his or her family, tenants, guests, invitees or others for damage to personal property, furniture, clothing, artwork, decorations, and other similar items within a Unit, resulting from water which may leak or flow from outside of any Unit or from any part of the building, or from any pipes, drains, conduits, appliances or equipment or from any other place or cause, unless caused by the negligence of the Association, its Board of Directors, agents or employees.

Therefore you, as an Owner, are strongly encouraged to carry proper insurance for such personal property and Improvements to your Unit.

##### **A. Water Intrusion (Leaks)**

Owners/Residents are required to repair all leaks in their Units, and to report all water intrusion and/or mold growth in their Units to the Association's management company, Keystone Pacific Property Management, Inc. ("Management") immediately upon discovery at **(949) 833-2600**. Management's contact information for these matters is as follows:

KEYSTONE PACIFIC PROPERTY MANAGEMENT, INC.  
ATTN: LANESE KING  
8700 CARLTON DRIVE  
INGLEWOOD, CA 90305  
OFFICE PHONE: (310) 671-0444  
AFTER HOURS/EMERGENCY PHONE: (949) 833-2600  
LKING@KEYSTONEPACIFIC.COM

It is frequently impossible to determine who is ultimately responsible for a leak or moisture intrusion problem before work begins. Therefore, when responsibility is uncertain, the Association will begin the work and will advise the Owner/Resident within

a reasonable time if and when the Association believes one or more Owners may have full or partial financial responsibility.

The Association will not clean or replace any of the Owner/Resident's personal property. The Owner/Resident is solely responsible for cleaning or replacing any damaged furniture, clothing or other personal property within his/her Unit regardless of the source of the water intrusion. The Owner will also be responsible for the Unit's utility costs, even if the contractor undertaking the remediation and restoration work uses these utilities.

Every Owner/Resident may make his or her individual decision whether to remain in the Unit during the remediation and restoration work, except that the Association may require an Owner/Resident to relocate during certain remediation and restoration work, including, without limitation, structural repairs and mold remediation. Anyone contemplating remaining in the Unit during remediation and restoration work should consult with their personal physician before making a final decision. Any Owner/Resident choosing to remain in the Unit does so at his/her own risk.

The Owner, not the Association, shall be responsible for all relocation costs during the remediation and/or restoration period. If the Unit is occupied by a tenant, the Owner and tenant must resolve any issues associated with relocation between themselves. The Association does not assume any responsibility for the Owner's lost rent, temporary relocation costs and/or loss of use, if any.

Protocol:

- Call Management immediately upon discovery of water intrusion. Never report a leak via email only, which can result in a delayed response. Leaks should be addressed immediately upon discovery to avoid major damage.

**B. Water Shut Offs**

Since the water shut offs in your Unit may affect other Units, please abide by the following protocol for water shut offs:

Protocol:

- Contact Management to determine if non-emergency plumbing repair in your Unit requires shutting off water to other Units, such that those Units may be notified at least seventy-two (72) hours before the shut off.
- Water shut offs shall not be conducted on Fridays, weekends, or holidays, unless in the event of an emergency.
- For emergency shut offs, locate the water shut offs in your Unit and shut off the water. If you do not know where water shut off valves are located, it is your responsibility to schedule a time to consult with the Maintenance staff to show you

where they are located. After the water is shut off, or if you are having problems shutting off the water, contact Management immediately.

### **C. Clogged Kitchen Lines**

These types of clogs are typically due to improper use of garbage disposals (i.e. disposing of foods and grease) or a malfunctioning garbage disposal. Foods like corn husks, egg shells, bones, celery, onion skins, rice, potato skins, and other fibrous items, or liquid or solid grease can cause a back-up in the drain line. You are also discouraged from using drain cleaner products, such as Drano, to unclog a sink.

#### **Protocol:**

- Contact Management immediately, who will contact an Association approved plumber to perform the repair.
- If the Association's plumber determines that the plug was local (i.e., serving the Unit between the points at which same enter said Unit and the points at which same join other drainage pipes and lines serving other Units) to the Unit's plumbing line, then the Resident or Owner of the Unit is responsible for paying the plumber's invoice at the time of service.
- If the Association's plumber determines that the plug was in the main line, then the Association will be billed for the work.

### **D. Clogged Sewer Lines**

Owners are responsible for all sewer back-ups that occur in a pipe that services only their Unit, regardless of where said pipe is located. Additionally, Owners are responsible for the plumbing lines located within their Unit's airspace, including, without limitation, the lines under sinks, toilet supply lines, etc. Paper towels, wet wipes, and sanitary products should never be flushed down the toilet. The Association is responsible for the Common Area plumbing lines.

#### **Protocol:**

- Contact Management immediately, who will contact an Association approved plumber to perform the repair.
- If the plumber determines that the plug was local to the Unit's plumbing line (i.e., serving the Unit between the points at which same enter said Unit and the points at which same join other sewer pipes and lines serving other Units), then the Resident or Owner of the Unit is responsible for paying the plumber's invoice at the time of service.
- If the plumber determines that the plug was in the main line, then the Association will be billed for the work.

## **V. RESPONSIBILITY FOR WATER DAMAGE**

### **A. Association Responsibility for Water Damage**

The Association will incur the cost to repair the water leak, dry out the affected Common Areas and/or Units, and will remediate any mold in the Common Areas and/or Units when the mold can be attributed to the Common Area source. Again, the Association will not clean or replace any of the Owner/Resident's personal property. The Owner/Resident is solely responsible for cleaning or replacing any damaged flooring, wall coverings, furniture, clothing or other personal property within his/her Unit, *unless* the damage is the result of a casualty which is covered by the insurance policy required to be carried under Article IX of the CC&Rs.

### **B. Adjacent Unit Responsibility for Water Damage**

When a leak originates in an adjoining and/or adjacent Unit, the Association is not responsible to repair the leak, dry out affected Units, or repair the damage to the affected Units. Each Owner affected by a leak in an adjoining Unit must be prepared to act timely to protect and restore his or her own Unit. However, due to the potential for excessive damage if the situation is not immediately addressed by all affected Owners, the Association is prepared to act as outlined in this section.

If an Owner or his/her insurance carrier does not immediately accept responsibility for a water leak or moisture intrusion, the Association may enter the affected Unit(s) to make remedial repairs, including, but not limited to: extracting any water; drying out the Unit(s); removing drywall as necessary; and removing cabinets, floor coverings, baseboards, appliances and other fixtures, and drywall as necessary to access any water and/or mold in the Common Area wall cavities. Regardless of whether a Unit is the source of the leak or is merely damaged by a leak in an adjacent Unit, the Association does not guarantee or warranty the condition of any removed items or whether these items can be reinstalled or reused or whether they will have to be replaced. The Association will not be responsible for any damage to these items. The risk of loss or damage to these items shall remain with the Owner. (As stated above, Owners should carry their own insurance coverage to protect themselves against damage to these items.)

Owners will be responsible for the cost of repair or replacement of personal property. The responsible Owner shall be liable for all repair and restoration costs, as well as costs to remediate mold in any Common Area wall and ceiling cavities and within the affected Unit(s) as necessary to obtain mold clearance.

Other affected Owners must seek their own recovery from the party ultimately responsible. The Association will not act as the representative for any Owner/Resident on the issue of cost recovery.

Any costs and expenses incurred by the Association to repair or remediate mold shall be assessed and charged solely to and against the Owner who causes damage to the Common Area or any area that the Association is obligated to maintain as a Special Assessment levied pursuant to Article V of the CC&Rs. Each Owner is strongly encouraged to carry "Loss Assessment" coverage as part of their insurance policy, of up to the deductible amount of the Association's Property Insurance.

### **C. Unit Responsible for Water Damage**

If it appears that a water leak, back-up waste water, and/or mold growth is only in, or has only affected the responsible Unit, and the Common Area walls, ceilings or floors have not been affected by water intrusion, the Association will do nothing beyond ensuring that water will not spread to Common Areas or other Units. The responsibility for dealing with the problem will be the Owner of the affected Unit's sole responsibility.

If it appears that the water leak, back-up waste water, and/or mold growth is not just in the responsible Unit, but also has affected the Common Area walls, ceilings and/or floors, the responsible Owner shall be liable for all repair and restoration costs. However, should the responsible Owner fail to immediately repair water damage, the Association shall make repairs, dry out the Common Areas and affected Unit(s), and remove cabinets, floor coverings, baseboards, appliances and other fixtures and drywall as necessary to access the water and/or mold in the Common Area wall cavities, the cost of which may be assessed against the Owner, *unless* the damage is the result of a casualty which is covered by the insurance policy required to be carried under Article IX of the CC&Rs and is not caused by the Owner's willful misconduct or negligence.

The Association may levy a Special Assessment against the Owner to recover costs and expenses incurred for repair pursuant to Article V of the CC&Rs. Other affected Owners must seek their own recovery from the party responsible for the water intrusion. The Association will not act as the representative for any Owner/Resident to recover costs and expenses for repair and in connection therewith.

### **D. Shared Responsibility: Association and Unit Responsible for Water Damage**

The Association will repair the water leak, dry out the affected Unit(s) and Common Area, and/or perform the mold remediation and Unit restoration as described above in Section A if it is determined that the Association shares responsibility for water damage. However, the Association will require the co-responsible party to contribute their percentage share of the cost of such work based on their percentage share of the responsibility.

The Association will notify the impacted Owner(s) as soon as reasonably possible of the Owner(s) anticipated or expected financial contribution in the event of shared responsibility. Failure of the Association to notify the Owner(s) will not eliminate the Owner(s) responsibility to pay their proportionate share of the total costs incurred.

# **NOTICE OF PROPOSED RULE CHANGE OF CARLTON SQUARE HOMEOWNERSASSOCIATION: PROOF OF INSURANCE**

\_\_\_\_\_, 2024

In compliance with California Civil Code Section 4360, notice is hereby given that the Board of Directors of Carlton Square Homeowners Association ("Association") is proposing to adopt the following rule change, as outlined herein.

## **1. PURPOSE AND EFFECT OF THE PROPOSED RULE CHANGE**

Currently, the provisions of the governing documents do not require owners outright, to provide the Association with proof of adequate homeowners insurance on an annual basis.

Drastic changes in California's insurance industry (i.e., HOA insurance providers leaving the state, increased premiums due to natural disasters, fires, etc.) have resulted in significantly higher insurance costs, both for homeowners associations and individual owners. Recently, the Association's Board of Directors has become aware that many homeowners are not maintaining adequate levels of insurance, or that they may be relying on the Association's umbrella policy for coverage. Recall under Section 9.03 of the CC&Rs, owners have a duty to insure:

"It is the responsibility of each Owner to provide insurance on his personal property and upon all other property and Improvements within his Unit for which the Association has not purchased insurance in accordance with Section 9.02 hereof."  
(Emphasis added.)

Failure to maintain insurance exposes owners' and the Association properties to significant and unnecessary risk of diminished value and liability. Reliance on the Association's policy also results in increased claims, which means higher premiums. As you know, premiums are ultimately paid for by you, the owners, through your assessments.

## **2. GOVERNING LEGAL AUTHORITY**

Pursuant to California Civil Code Section 4340 *et seq.* and Article IV, Section 4.03(b) of the Bylaws, the Association, through its Board of Directors, has:

"The power and duty to conduct, manage and control the affairs and business of the Association, and to make and enforce such rules and regulations therefor consistent with law, the Articles of Incorporation, the Declaration, and these Bylaws, as the Board may deem necessary or advisable."

### **3. PROPOSED RULE CHANGES**

**Accordingly, in the interest of minimizing costs and ensuring that owners are maintaining adequate levels of insurance necessary to protect the properties, the Board is proposing the following rule change, which requires owners to verify their coverage on annual basis.**

#### ***“PROOF OF INSURANCE”***

Pursuant to Section 9.03 of the CC&Rs and/or applicable law or lender requirements, owners must provide the Association with a copy of their homeowners insurance policy on an annual basis and upon request by the Association. Failure to comply within thirty (30) days of the beginning of the fiscal year, or within thirty (30) days of a reasonable request by the Association, shall result in discipline as follows, pursuant to the discretion of the Board of Directors:

- **\$500.00 fine after notice and hearing**
- **\$100.00 *daily* fine thereafter, for each day the non-compliance continues**

# **NOTICE OF PROPOSED RULE CHANGE OF CARLTON SQUARE HOMEOWNERSASSOCIATION: LEASING/RENTING OF UNITS**

\_\_\_\_\_, 2024

In compliance with California Civil Code Section 4360, notice is hereby given that the Board of Directors of Carlton Square Homeowners Association ("Association") is proposing to adopt the following rule change, as outlined herein.

## **1. PURPOSE AND EFFECT OF THE PROPOSED RULE CHANGE**

Currently, the provisions of the governing documents do not impose sufficient restrictions regarding leasing of Units. Notably, the CC&Rs impose a minimum lease term of greater than thirty (30) days, which is no longer enforceable in light of recent changes in the law (Assembly Bill 3182). Therefore, there is no enforceable minimum lease term in place, which can result in Units being leased for transient or hotel-like purposes (i.e., short-term or vacation rentals). There is also no rental cap in place that limits the total number of Units that can be rented out at any given time.

Rental restrictions, in general, serve to promote stability in ownership and maintain the community as primarily resident-owners. These proposed changes are intended to prevent increases in insurance premiums, maintain property values, minimize transient tenancy, and assist owners in obtaining and/or maintaining financing. For example, tenants are often less invested in the community and thus, more likely to cause damage and increase the administrative costs and burden on management and staff. These costs are ultimately passed onto the owners.

## **2. GOVERNING LEGAL AUTHORITY**

Pursuant to California Civil Code Section 4340 *et seq.* and Article IV, Section 4.03(b) of the Bylaws, the Association, through its Board of Directors, has:

"The power and duty to conduct, manage and control the affairs and business of the Association, and to make and enforce such rules and regulations therefor consistent with law, the Articles of Incorporation, the Declaration, and these Bylaws, as the Board may deem necessary or advisable."

## **3. PROPOSED RULE CHANGES**

**Based on the foregoing, it is recommended that the following Rules and Regulations be adopted:**

### ***"LEASING RESTRICTIONS"***

#### **Unit Rentals**

- 1) An Owner may delegate their rights to use and enjoy the Common Area to tenants who reside in the Owner's Unit. No Owner shall be permitted to rent or lease his



or her Unit for a period of less than thirty (30) days. Any rental or lease agreement may be for only residential use. A copy of the lease agreement must be provided to the Association within ten (10) days of its execution. Owners are prohibited from advertising his or her Unit for short-term rental purposes (i.e., Airbnb, VRBO, etc.) when the term of such rental is less than thirty (30) days.

- 2) Each Owner shall provide their tenant with a copy of all governing documents and shall be responsible for their tenant's compliance with all of the provisions of the governing documents, including the Water Intrusion Policy, during the tenant's occupancy of the Unit. Any and all costs to provide copies of the governing documents to a tenant shall be paid by the Owner of the Rental Unit. Any and all legal fees incurred by the Association in the enforcement of the governing documents against an Owner for violations caused by their tenant shall be borne by the Owner. Tenants residing in the Association shall be required maintain renter's insurance, and Owners shall be required to submit proof of renter's insurance for all tenants residing in their Unit(s).
- 3) Should a tenant be required to vacate the Unit for the purpose of Association maintenance and/or repairs to be completed, or for the purpose of the Owner completing maintenance and/or repairs, the Owner/tenant(s) shall be responsible for any relocation costs incurred by the tenant(s) until repairs/maintenance are effectuated and the Unit may be reoccupied by the tenant.
- 4) Tenants must provide access to the Unit for the Association to investigate damage, including water intrusion/leaks, and effectuate maintenance/repairs as necessary. Owners are responsible for any and all costs incurred by the Association and/or additional damages to adjacent Units or common areas, borne by tenant's failure to provide the Association access or otherwise impede the repair process.
- 5) Any delegated rights of use and enjoyment to the tenant are subject to suspension to the same extent as are the rights of Owners. No such delegation shall relieve an Owner from liability to the Association or to other Owners for payment of assessments or performance of other covenants, conditions and restrictions provided by the Association's CC&Rs or Rules. During any period when a Unit has been rented or leased, the Owner, his or her family, guests and invitees shall not be entitled to use and enjoy the Common Areas of the community, except as reasonably necessary to perform the Owner's responsibilities as Owner of the Unit.
- 6) The Association, through its Board of Directors, shall have the power, but not the duty, to instruct an Owner to evict his or her tenant. In the event that any tenant fails to honor the provisions of the governing documents, the Board of Directors is entitled to take such corrective action as it deems necessary or appropriate under the circumstances, in its discretion.
- 7) Owners are responsible for the conduct of their tenants. **The Association is not an apartment building and management is not responsible for managing, fielding, or otherwise responding to tenant complaints.** Tenants must direct any and all complaints or concerns regarding their Unit to the Owner. To the extent said complaints or concerns involve the Common Area or otherwise implicate the Association's duties and responsibilities, the Owner may direct them to management, so that the Association can respond or address it accordingly.

## **Rental Cap and Waiting List**

- 8) In order to comply with lenders' guidelines, prevent transient tenancy, and avoid increased insurance premiums, any Owner who acquires title to a Unit on or after the effective date of this rule may use the Unit as a Rental Unit, except that only twenty-five percent (25%) of the total number of Units in the community, or a maximum of eighteen (18) Rental Units, may be rented or leased at any one time. Once twenty-five percent (25%) of the Units are rented, the Board shall establish a waiting list to permit other Owners who have a genuine intent to rent their Unit to have the opportunity to do so.
- 9) The Board, in its discretion, may grant an exception to the twenty-five percent (25%) limit to an Owner or an Owner's heirs and representatives based upon the death of the Owner, illness or dire emergency, or to overcome practical difficulties, avoid unnecessary expense or prevent unnecessary hardships.
- 10) Once twenty-five percent (25%) of the Units become Rental Units, the Board shall establish a waiting list to permit other Owners who have a genuine intent to rent their Units to have the opportunity to do so, who shall be entitled to priority on a first-come, first-served basis. Once any Rental Unit ceases to be a Rental Unit as provided herein, the Owner entitled to priority on the waiting list shall be permitted to rent his or her Unit, unless the Owner having such priority is not ready, willing or able to do so at that time, in the reasonable judgment of the Board, in which case the Owner may remain on the waiting list but shall lose priority over any other Owners on the waiting list at that time.
- 11) A Rental Unit shall not lose its status as a Rental Unit solely by virtue of the fact that a particular tenancy terminates, and any Owner who leases his or her Unit in compliance with the governing documents may continue to lease the Unit, unless and until any of the following events occur: (i) The Owner sells or otherwise transfers title to the Unit, except for transfers allowed by Civil Code Section 4740; (ii) The Owner, or his or her immediate family member(s), resume occupancy of the Unit; or (iii) Upon the expiration of three (3) months following the termination of a rental tenancy, unless (a) the Owner has re-let the Unit within that period, (b) no other Owners are currently on any waiting list to lease before such time as the Owner is able to secure a new tenant, or (c) the Owner was unable to re-let the Rental Unit by circumstances beyond his or her control, expresses a genuine intent to continue leasing the Unit, and the Board grants an exception.
- 12) For the purposes of these rules, Rental Unit is defined as a Unit that is occupied by one or more persons but does not include the Owner or the Owner's immediate family, whether as a result of the payment of rent or otherwise.
- 13) Owners owning a Unit before the effective date of this rule are not subject to the twenty-five percent (25%) limit on rentals set forth above.



# Home Visits

	Who	Where	When
<b>I. Preliminary Inspection</b>			
RSI staff will perform a pre-qualification assessment of the property. This will consist of gathering important information pertaining to pre-existing architectural conditions/and potential pre-existing deficiencies that may or may not impact participation for the RSI benefits.	RSI Inspector	At your property (Approx. 30-45 minutes)	By appointment
<b>II. Acoustical Testing</b>			
An acoustical testing will be done of each habitable room using loudspeakers as part of the testing equipment. The individual homes that have interior noise levels equal to or greater than 45 decibels (dB) will qualify for the program.	Acoustical engineer	At your property (Approx. 3-4 hours depending on number of habitable rooms)	By appointment
<b>III. Architect's Survey</b>			
An architectural team will perform a survey of your home. This survey involves drawing a floor plan and measuring the windows, doors and other important features. We also record your choices for new doors and windows, such as color and styles.	Architectural team	At your property (Approx. 2+ hours depending on number of habitable rooms)	By appointment

	Who	Where	When
<b>IV. Inspection for Hazardous Materials</b>			
We will inspect your house for any lead paint and asbestos where work is to be performed so that our construction crews can take the necessary precautions in disposing of these hazardous materials.	Hazardous materials technician	At your property	Same time as architectural team visit
<b>V. Reviewing the Plans</b>			
At the design review meeting we will carefully go over all final paperwork, plans and specifications with you. You will have the opportunity to visit our showroom to see sample products and make your final selections.	Architectural team	Residential Sound Insulation Office (Approx. 45 minutes)	By appointment
All appointments will take place between the hours of 7:30 AM and 5:30 PM, Monday-Friday Hall Closed every other Friday)			(City