

# FROM THE BOARD OF DIRECTORS

#### BOARD RAISES DUES 5%, OR \$20, TO \$420/MONTH EFFECTIVE APRIL 1

During our last open meeting, the Board discussed the current water bill, which was \$11,000 over budget in January. With more increases in base water rate planned later in the year, the Board voted to increase the dues 5%, or \$20/month, effective April 1. During the interim, our Treasurer, Skip Perry, is working with the Board to try and find some way to safely defer any dues increases until the special assessment payments end in June 2011.

#### BOB BANFILL SELECTED TO FILL INNA FISCHER'S TERM ON THE BOARD

Inna Fischer is recognized by the Board as an outstanding resource in the decision-making process. However, Inna's future involves selling her unit and moving out of state, so she has resigned. The Board reviewed a number of candidates and selected Bob Banfill to fill this vacancy as a director at large. This was effective on Saturday, February 13.

#### **RENTAL PROSPECTS**

While the Crime Free program is not yet implemented, it is highly recommended that you get a complete financial and criminal background check by using one of the tenant screening services listed after the proposed Crime Free Rules & Regulations at the end of this newsletter. While a limited screening can be bought for \$25, the Crime Free Program will require a more thorough background check, whose costs are approximately \$60. This could be made part of the cost to the tenant. Clearly by telling the tenant that this will be done, and what the cost will be, is a screening in itself. In addition, if the tenant has previously rented at Surfside III, the on-site office will have a record of violations, if there are any. It is strongly recommended that you contact Carol Short in the on-site office to see if we have any experience with your prospect.

#### **CRIME FREE RULES AND REGULATIONS**

The Rules and Regulations needed to implement the Crime Free program at Surfside III are published at the end of this newsletter. We are requesting your comments and input prior to a proposed adoption at the open Board meeting on April 10. You will also find a lease addendum that will be required for all new leases and guidelines to be used by each owner when they obtain their tenant screening form.

#### MODIFICATION OF ALL SURFSIDE III ENTRANCE GATES APPROVED BY BOARD

At our open meeting on February 13, the Board approved modifications of the entrance gates to stop tailgating on entering Surfside III, and also to prevent entering through the exit gate. Note that one-way spikes will be installed on all the exit gates. On the entrance gate, a second gate will be installed that will descend in less than two seconds, so that the next car will have to use its entrance media to gain entrance.

#### FROM THE ON-SITE OFFICE

#### **CLUBHOUSE CARD SYSTEM**

Due to a malfunction in the Clubhouse Card System, some users were lost from the user database. If your card is not working, please contact the on-site office. Or to reassure you that your card is working, please contact Carol Short in advance and give her your name and card number. We are sorry for the inconvenience.

We can be reached at (805) 488-8484.

### **COMMITTEE BRIEFS**

For more committee information visit <u>http://www.surfsideiii.com/docs/committee/committee.htm</u> Please contact the committee chair to volunteer.

#### Neighborhood Watch Committee - Val Lameka; 805-986-2855; v.lameka@yahoo.com

February was a relatively quiet month. Parked cars seemed to be less of a target. The new target of opportunity may be townhouse garages, which are not always locked. If you want to keep your stuff, lock...lock...lock. Thursday, March 4<sup>th</sup> at 7pm in the clubhouse: come one & all to your Neighborhood Watch meeting. Questions or reports to Val Lameka.

# FROM THE EDITOR

Please send all newsletter submissions to me at <u>dkessner@csun.edu</u>. Please avoid any special formatting and use Arial 10-point font if you have it. The deadline is the 10<sup>th</sup> of each month for the following month's issue. Owners and renters should be aware that the Newsletter is always available on the website: <u>www.surfsideiii.com</u>. This includes back issues.

The City of Port Hueneme now has a free electronic newsletter with information on various city-related matters and events. To sign up to receive it, visit the city website: www.ci.port-hueneme.ca.us, then in the column at the far left, click on "Sign Up for E-News."

# **CONTACT INFORMATION**

# MAINTENANCE/RESIDENT SUPPORT (PHONE NUMBERS AND E-MAILS BELOW):

Contact Lordon Management, Jennifer Critchfield; for e-mails always copy Donalea Bauer

Include your phone number(s) and/or e-mail for response before end of next business day. If you get her voice mail, but would like to speak with her directly, hit zero and talk to the operator.

If more urgent, call Donalea Bauer.

Surfside III On-site Property Manager's Office: 600 Sunfish Way, Port Hueneme, CA 93041

Phone: 805-488-8484

Please note that calls regarding maintenance or billing should be directed to Lordon Management.

#### Surfside III Direct Contact:

Surfside III COA 600 Sunfish Way Port Hueneme, CA 93041 http://www.surfsideiii.com manager@surfsideiii.com Phone: 805-488-8484 Donalea Bauer, Vice President, community manager Email: donaleabauer@lordonmanagement.com Phone: 800-729-5673 x 3342 Jennifer M. Critchfield, assistant community manager Email: jcritchfield@lordonmanagement.com Phone: 800-729-5673 x 3380

Scott Walker, On-site Property Manager

#### Carol Short, Assistant On-site Property Manager Management Company:

Lordon Property Management 1275 Center Court Drive Covina, CA 91724 Phone: 800-729-5673 For after-hours emergencies, dial 5 or (626)771-1075

#### Our Board:

Bill Betts - President <u>bill.betts@surfsideiii.com</u> Ira Green - Vice-president <u>ira.green@surfsidediii.com</u> Skip Perry - Treasurer <u>skip.perry@surfsideiii.com</u> Michael Madrigal - Secretary <u>michael.madrigal@surfsideiii.com</u> Bob Banfill - Director <u>robert.banfill@surfsideiii.com</u>

#### LORDON MANAGEMENT: OTHER DEPARTMENT EXTENSIONS

All escrow matters: Kasy Lane, ext. 3339; <u>klane@lordonmanagement.com</u> All insurance and collections: April Webster, ext. 3338; <u>awebster@lordonmanagement.com</u> Your account, billing address, etc: Liz Lopez, ext. 3319; <u>llopez@lordonmanagement.com</u> Liens, legal issues: Donalea Bauer (see above)

# PROPOSED FOR OWNER COMMENT

Please send your comments to ira.green@surfsideiii.com or hand them in to the on-site office.

# SURFSIDE III CONDOMINIUM OWNERS ASSOCIATION CRIME FREE RULES & REGULATIONS

# **PREFACE**

The following Rules & Regulations ("Rules") are intended for all Owners, Tenants, occupants, guests and invitees of Owners and Owners' Tenants, each of whom must abide by the following guidelines. These Rules are intended to supplement the Association's existing Rules & Regulations, which were approved and adopted on September 12, 2007 and updated the last time on September 12, 2009, in order to enable the Association to become a "Crime Free" Association, consistent with the International Crime Free community. These Rules are not intended to replace the existing Rules & Regulations, nor do these Rules supersede, remove or change any of the terms of the Covenants, Conditions and Restrictions ("CC&Rs"), Bylaws, Rules & Regulations or other governing documents which the Owners and Owners' Tenants are obligated to adhere to.

The Association has joined the City of Port Hueneme's Crime Free Multi-housing Program. As a requirement of certification in this Program, the Association will actively enforce the following:

# **CRIME FREE PROGRAM GUIDELINES**

- 1. All Owners must notify prospective Tenants that the Association is a member of the City of Port Hueneme's Crime Free Multi-housing Program.
- 2. Owners shall not rent and/or lease their unit(s) to (or allow it to be used by) any person or persons who have pled guilty, pled no contest or have been convicted of any misdemeanor criminal offense involving drugs, weapons, gangs, theft, prostitution, violence or any crime which endangered the health, safety or welfare of others in the past five (5) years. Owners shall not rent and/or lease their unit(s) to (or allow it to be used by) any person or persons who have pled guilty, pled no contest, or been convicted of any felony within the past ten (10) years. Owners shall not rent and/or lease their unit(s) to (or allow it to be used by) any person or persons who have pled guilty, pled no contest, or been convicted of any felony within the past ten (10) years. Owners shall not rent and/or lease their unit(s) to (or allow it to be used by) any person or persons who have pled guilty, pled no contest, or been convicted of any felony within the past ten (10) years. Owners shall not rent and/or lease their unit(s) to (or allow it to be used by) any person or persons who have pled guilty, pled no contest, or been convicted of any felony within the past ten (10) years. Owners shall not rent and/or lease their unit(s) to (or allow it to be used by) any person or persons who have pled guilty, pled no contest, or been convicted of any crime(s) against

children, any sex crime(s), murder or manslaughter.

3. Owner must perform, at Owner's own expense and cost, a background/criminal check on all adult prospective Tenants prior to renting to and/or leasing to a prospective Tenant. Such background/criminal check must be completed by a Tenant Screening Agency ("TSA"). The TSA will interpret the results of the background/criminal check for all Owners, informing the Owner if a prospective Tenant qualifies for residence within the Association. The Association recommends the use of the following TSA:

Apartment Association of Greater Los Angeles & Ventura Counties (AAGLA) <u>http://www.aagla.org</u> 621 S. Westmoreland Ave., Los Angeles, CA 90005 1-213-384-4131 - offers credit/eviction/criminal background packages to members for any number of units

Please contact the onsite manager for further information.

- 4. Owner must provide the Association, via its onsite manager, with a copy of the background/criminal check performed by the TSA, as well as a copy of the signed Lease Addendum (see below) upon finalization of the lease/rental process.
- 5. Those Tenants currently residing within the Association are exempt from the background/criminal check process, until such time as Tenant's lease is renewed, at which point a background/criminal check shall be performed.
- 6. In the event that Owner fails to conduct a background/criminal check, the Association has the right, but not the obligation, to assess such Owner a fine of five hundred dollars (\$500.00), assessed upon notice and opportunity to be heard, as more fully described below. In such an event, should the results of a background/criminal check conducted after Tenant takes possession of Owner's unit indicate that Tenant does not qualify to rent within the Association, the Association has the right, but not the obligation, to demand immediate eviction of the Tenant(s), consistent with state and local laws. In such instance, upon notice and opportunity to be heard, pursuant to California Civil Code section 1363(h) and its later adopted statutes, a fine of five hundred dollars (\$500.00) may be levied every ten (10) days by the Association as to the Owner until Tenant is evicted.
- 7. The Association has the right, but not the obligation, to verify all information submitted by a prospective Tenant. In the event Association learns that false or misleading information was submitted, Association has the right, but not the obligation, to demand immediate eviction of the Tenant(s), consistent with state and local laws. In such instance, upon notice and opportunity to be heard, pursuant to California Civil Code section 1363(h) and its later adopted statutes, a fine of five hundred dollars (\$500.00) may be levied every ten (10) days by the Association as to the Owner until Tenant is evicted.

# **CRIME FREE LEASE ADDENDUM**

- 1. Owners shall present prospective Tenants with the Crime Free Lease Addendum ("Lease Addendum"), a copy of which is attached hereto and which also may be obtained from the Association's management. Tenant must sign the Lease Addendum as well as a copy of these Crime Free Rules & Regulations prior to finalizing any lease with Owner and/or receiving possession and keys to Owner's unit.
- 2. Owner shall have Tenant(s) sign the Lease Addendum, and must make the Lease Addendum part of the lease between Owner and Tenant. Owner shall submit a signed copy of the Lease Addendum to the Association's onsite manager within ten (10) days of renting and/or leasing their units.
- 3. Those units currently occupied by Tenants are exempt from completing the Lease Addendum, until such time as such lease is renewed, at which point a Lease Addendum must be completed. Owner shall submit a signed copy of the Lease Addendum to the Association's onsite manager within ten (10) days of renewing their rental/lease agreement.
- 4. Failure to complete the Lease Addendum may result in fines and/or in the Association demanding the

immediate eviction of the Tenant(s), consistent with state and local laws. In such instance, upon notice and opportunity to be heard, pursuant to California Civil Code section 1363(h) and its later adopted statutes, a fine of five hundred dollars (\$500.00) may be levied every ten (10) days by the Association as to the Owner until Tenant is evicted.

# <u>CURFEW</u>

No one under eighteen (18) years of age shall be allowed in any Common Area from 10:00 p.m. to 6:00 a.m., unless accompanied by an Owner or Tenant, or unless such presence is permissible pursuant to section 3504 of the City of Port Hueneme's Municipal Code. In the event these rules are not adhered to, upon notice and opportunity to be heard, pursuant to California Civil Code section 1363(h) and its later adopted statutes, a fine, as set forth herein, may be levied upon an Owner.

# VANDALISM

Any vandalism done by any person or damage done by pets to the Common Area, including, but not limited to grounds, fences, pool, sprinklers, landscaping, etc. is not acceptable and costs for repairs will be immediately payable to the Association by the Owner responsible for such vandalism in the form of a special assessment. In addition, upon notice and opportunity to be heard, pursuant to California Civil Code section 1363(h) and its later adopted statutes, a fine, as set forth herein, may be levied upon an Owner.

# **VACANCIES**

Owners shall notify the onsite manager in writing within ten (10) days upon a vacancy in their unit(s). In the event these rules are not adhered to, upon notice and opportunity to be heard, pursuant to California Civil Code section 1363(h) and its later adopted statutes, a fine, as set forth herein, may be levied upon an Owner.

# ABANDONED VEHICLES

The Association will consider any inoperable vehicle not moved within a seventy-two (72) hour period to be abandoned. Such vehicles will be subject to towing and impoundment at Owner's and/or Tenant's expense. In such instance, and in addition to the foregoing, upon notice and opportunity to be heard, pursuant to California Civil Code section 1363(h) and its later adopted statutes, a fine, as set forth herein, may be levied upon an Owner.

# **WEAPONS**

Because of the danger to person and property, brandishing or displaying a weapon of any kind on the premises is prohibited. In addition, slingshots, BB guns and archery equipment are also prohibited within the Association. In the event these rules are not adhered to, upon notice and opportunity to be heard, pursuant to California Civil Code section 1363(h) and its later adopted statutes, a fine, as set forth herein, may be levied upon an Owner.

# **INTRUSION PREVENTION DEVICES**

Prior to leasing and/or renting a unit, Owner(s), at their own cost and expense, shall equip each unit with the following intrusion prevention devices:

- All entrance doors shall have a dead-bolt;
- All entrance doors shall have 180 degree eye-hole viewers;
- All entrance doors shall have 3 inch strike plates (for door hinges);
- All sliding doors shall have pin locks; and
- All windows shall have Win-locks.

Failure by an Owner to install these intrusion prevention devices may result in fines, upon notice and opportunity to be heard, pursuant to California Civil Code section 1363(h) and its later adopted statutes.

### **FINING SCHEDULE**

All monetary sanctions imposed by the Board shall be due and payable on the day such discipline has become final. If the Association is required to take such action to enforce these Rules the Association will be entitled to its reasonable attorneys' fees plus costs from Owner.

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

Any Owner or person subject to proposed discipline by the Board shall be afforded a reasonable opportunity to be heard concerning the alleged violation and/or any discipline which may be imposed. All hearings will be conducted in a manner consistent with California Civil Code section 1363(h).

Unless legal action is needed to abate a serious violation which has already begun to occur, or to prevent a serious violation which is threatened to occur, it shall be the policy of the Association to invite an Owner or person to engage in Alternative Dispute Resolution through mediation or arbitration pursuant to California Civil Code section 1369.510, et seq., whenever feasible prior to commencement of any legal action.

# SUMMARY OF THE PROVISIONS OF THE ALTERNATIVE DISPUTE RESOLUTION LEGISLATION, ENUMERATED <u>UNDER CIVIL CODE SECTION 1369.510 et seq.</u>

Civil Code Section 1369.510 et seq. requires Owners within a common interest subdivision, and the Association to participate in some form of Alternative Dispute Resolution ("ADR") prior to initiating litigation to enforce the Association's governing documents. Subject to exceptions specified within Civil Code Section 1369.510, an Association and its Owner members must offer to submit their dispute to a form of ADR (such as arbitration or mediation), before filing a civil action to enforce the governing documents.

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

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

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

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

# Monetary Penalties

Subject to the hearing procedures described below, an infraction or noncompliance by an Owner or the Owner's family, Tenants, guests, agents, employees, licensees, servants, or invitees may result in a monetary penalty being levied against the Owner. These monetary penalties will be due within thirty (30) days of the issuance of the ruling. Depending on the severity and frequency of the infraction, monetary penalties addressing the same issue will be levied as follows:

#### Failure to conduct a background/criminal check: \$500.00

Failure to evict a Tenant upon the Association's discovery of misdemeanor/felony:

\$500.00

# Continuing failure to evict Tenant upon discovery of misdemeanor/felony, to be levied every ten (10) days : \$500.00

All other infractions in this section to be fined as follows:

First Notice:	Written Warning
Second Notice	<b>Invitation to Hearing/\$50</b>
Third Notice:	\$100
Fourth Notice:	\$200
Each Notice Thereafter:	\$300

#### **Hearing Procedure Summary**

The levying of monetary penalties shall be subject to the following procedures, consistent with California Civil Code section 1363(h):

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

#### -SECURITY

The Association is in no way responsible for the security of Owners, Tenants, occupants, guests and invitees of Owners and Owners' Tenants. There is no security furnished by the Association for any parties listed above or anyone else while at the association. Owners and Tenants understand that they are solely responsible for any injury that may be sustained by the criminal acts of other Owners, Tenants or third persons while at the Association. Owners and Tenants are instructed to obtain insurance coverage for any perceived danger to property or person. Owner and Tenant warrant that they shall not rely on the Association for any type of safety for any person or property.

DATE

DATE

TENANT

### **CRIME FREE LEASE ADDENDUM FOLLOWS:**

#### **CRIME FREE LEASE ADDENDUM**

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Resident, any members of the resident's household or a guest or other person under the resident's control agree to live a "Crime Free Lifestyle" and shall not engage in criminal activity, including drug-related criminal activity, on or off the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).

2. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or off the said premises.

3. Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless or whether the individual engaging in such activity is a member of the household, or a guest.

4. Resident, any member of the resident's household or a guest, or another person under the resident's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Code '11350, et seq., at any locations, whether on or off the dwelling unit premises or otherwise.

5. Resident, any member of the resident's household, or a guest or another person under the resident's control shall not engage in any illegal activity, including: prostitution as defined in Penal Code '647(b); criminal street gang activity, as defined in Penal Code '186.20 et seq.; assault and battery, as prohibited in Penal Code '240; burglary, as prohibited in Penal Code '459; the unlawful use and discharge of firearms, as prohibited in Penal Code '245; sexual offenses, as prohibited in Penal Code '269 and 288, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent or actual serious property damage.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

**Resident Signature** 

Date:

Resident Signature

Date: \_\_\_\_\_

Resident Signature

Date:

Date:

Revised 2009

Manager's Signature THE FOLLOWING IS FOR INFORMATIONAL PURPOSES AND ARE NOT PART OF THE PROPOSED **CRIME FREE RULES & REGULATIONS** 

# **FEE-BASED SCREENING**

**Tenant Screening Agencies:** 

1.) Apartment Association of Greater Los Angeles & Ventura Counties (AAGLA) – 621 S. Westmoreland Ave., Los Angeles, CA 90005 1-213-384-4131 or <u>www.aagla.org</u> offers credit/eviction/criminal background packages to members of any number of units

2.) Contemporary Information Corp (CIC) – 42913 Capital Drive, Ste. 101, Lancaster, CA 93535 1-800-288-4757 or <u>www.continfo.com</u> offers credit/eviction/criminal background packages

3.) The Screening Pros – P.O. Box 3338, Chatsworth, CA 91313 1-800-877-3908 or <u>www.thescreeningpros.com</u> offers credit/eviction/criminal background packages

4.) National Credit Reporting – 6830 Via Del Oro #105, San Jose, CA 95119 1-800-441-1661 or <u>www.ncrcredit.com</u> offers credit/eviction/criminal background packages

5.) First Advantage SafeRent – 7300 Westmore Rd. #3, Rockville, MD 20850 1-800-999-0350 or <u>www.fadvsaferent.com</u> offers credit/eviction/criminal background packages

6.) RentGrow, Inc. – 307 Waverly Oaks Rd., #301, Waltham, MA 02452 1-800-736-8476 or <u>www.rentgrow.com</u> offers credit/eviction/criminal background packages, specializing in 200 units or less

7.) Accudata Credit Systems – 1-800-475-6703

8.) The U.D. Registry, Inc. – P.O. Box 9140, Van Nuys, CA 91409 1-800-464-1007 or 1-818-785-4025 offers credit/eviction/criminal background packages