

Rules & Regulations

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Table of Contents

Section I	Getting Along	4
Section II	Security	6
Section III	Fire Hazards	7
Section IV	Emergency Reporting	9
Section V	Parking Garages & Vehicle Regulations	11
Section VI	Common Areas	15
Section VII	Recyclables & Trash	18
Section VIII	Laundry Rooms	20
Section IX	Recreation Areas	21
Section X	Moving	27
Section XI	Pets	30
Section XII	Architecture & Aesthetics	33
Section XIII	Violations & Enforcement	35

Section 1: Getting Along

Living in such close proximity with our neighbors and sharing common areas with them places special requirements on each of us.

It is the duty of Members of the Association to govern themselves and their tenants, family members, guests and invitees. For this purpose, the Board of Directors has been given certain powers by statute and in the CC&Rs and other governing documents of the Association, including these Rules and Regulations. Any violations of any rule and/or regulation or provision of the governing documents, including the CC&Rs, may result in a Courtesy Reminder, Urgency Warning, Written Warning, Monetary Penalty Assessment or loss of privilege as may be determined by the Board of Directors, consistent with statute and the governing documents. (See Section XIII.)

Disputes arising between only two parties should be resolved between the parties. The Association's jurisdiction is over the well-being of the community at large.

The definitions of terms in these Rules & Regulations are as stated in article one of the CC&Rs.

By obeying City and County Ordinances, and observing some basic tenets of common courtesy, our living experience in The Courtyards will be greatly enhanced.

1. Noise

Loud noises are prohibited at any time. In addition, between the hours of 5:00 p.m. to 9:00 a.m. the following Rules apply:

- A. No noises or sounds may emanate from a unit or common area room, including without limitation voices, musical instruments, radios, CD players, or televisions, which may be heard more than 10 feet from the unit or common area room.
- B. No noise may be generated outside a unit, including without limitation vehicle engines or voices, which may be heard more than 50 feet from the source.

Please see Section 12 regarding construction noise.

2. Party Host Responsibilities

The host of a party must make sure that there is no noise coming from his/her Unit after 10 pm, and remind his/her guests to leave the Property quietly.

3. Sleeping Residents

In consideration of the fact that many walkways, hallways, and other common areas adjoin individual Unit sleeping areas, residents and their guests may not disturb or cause to be disturbed the peace of others with unnecessary disturbances such as loud and boisterous noises, and loud conversation and laughter. All Residents and their guests should be especially sensitive to the privacy and peace of others at night and in the early morning when entering or leaving the Property.

4. Volume Monitoring

To avoid the embarrassment of neighbors and / or the Sheriff showing up at your party, it is recommended that you notify the guard(s) if your party will extend past 10 pm. They will gladly give a Courtesy Reminder if any noise emanates from your Unit.

5. Noise Complaints

If you hear noise from a party or domestic disturbance in another Unit after 10 pm, it is recommended that you contact the guard(s).

6. Appliance Noise

Do not use sound producing devices including, but not limited to, stereos, radios, televisions, musical instruments, vacuum cleaners, dishwashers, disposal, exercise equipment, etc. after 10 pm and before 9 am, unless such noise is confined to your Unit. Please consider that people in Units beneath and above, and adjacent or across the hallway may hear sounds emanating from your Unit. A request for quiet from a neighbor should serve as a Courtesy Reminder that you may be in violation of these Rules and Regulations.

7. Radios, Access Phones, Etc. in Common Areas

Use of sound-producing devices is not permitted in the common area, unless ear-plugs or headphones are used at the listener's own risk to safety. No long conversations on the entrance gate access phones. Be considerate of the noise at the entrances, especially late at night, since there is no handset!

Section II: Security

Give a simple greeting when you meet neighbors at the entrance door or within common areas. A simple "HELLO" or wave of the hand if in your car will suffice. This will not only make it easier to know who your neighbors are, it might help you spot unrecognized intruders. If you feel bold, and don't know, ask if they live here. And if you are asked, please respond courteously or show your access key, or key card.

Make an effort to know the names of nearby neighbors. The best way is to introduce yourself. You never know when you might have to call on one of them for help. If you are uncomfortable with this idea, at least let the Property Manager know how you can be reached if necessary.

Residents are urged to maintain a diligent attitude toward maximum safety and security for themselves and their neighbors. Please note that other matters relating to specific security and safety issues are addressed elsewhere in this document, e.g. Moving, Recreation Areas, etc.

1. Key and Key Card Issuance

Perimeter key cards or access keys are issued to Owners for access through perimeter entry gates. Access keys are issued to Owners for access to other facilities of the Complex. Owners will be issued a maximum of 6 perimeter key cards and or access keys. To obtain more keys, owners must provide the Location Manager with ten dollars per key. Issuance of such key cards and access keys by the Location Manager shall be in conformance with the Board of Directors' guidance and/or approval.

2. Loss or Theft of Key or Key Card

Residents are responsible to immediately report loss or theft of access keys and/or key cards to the Property Manager. Additionally, the Board of Directors shall make, and may revise from time to time, policies regarding the issuance, return and costs, if any, of access keys and key cards. The current policy is available from the Property Manager.

3. Unauthorized Admittance

Gates and entrances are to be used only by persons authorized to possess access keys and key cards or who are Owners, Residents or authorized invitees onto the Complex. Residents shall not admit any unknown person onto the Complex who is unable to display a Courtyards access key or key card.

4. Propping Open Gates or Doors

No one shall cause any gate or door to be left open or propped open unattended or to be tampered with. Everyone must make sure the gates or doors latch shut behind them. Anyone who notices a gate or door left open or not latched must close it and/or notify the Guard or Property Manager and his/her staff immediately.

5. Evidence of Vacancy

Newspapers or other items left in a hallway or other common area beyond a reasonable time may be removed and disposed of by the Property Manager or his/her staff. Residents who notice any accumulation of such items should notify the Property Manager. Therefore, Residents who are absent from home for extended periods should discontinue newspaper and other deliveries that may accumulate; or they may arrange with the Management Office or one of their neighbors to pick up newspapers and receive such deliveries.

Emergency Phone Numbers

Life Threatening Emergencies	911 from a land line
On-Site Property Manager (weekdays)	(323) 656 -2296
Guard	(800) 381-BOYD
Top Notch Management Services (managing agent)	(310) 782-9905
Sheriff's Department (non emergency number)	(323) 650-4142

Section III: Fire Hazards

1. Exterior Fires

Pursuant to the CC&Rs, exterior fires are regulated as follows:

A. Personal Barbecue Permits

Use of barbecue receptacles on Patios, Roof Decks or Balconies must be approved by the Board of Directors. Issuance of a Barbecue Permit will require an adequately designed barbecue receptacle, a nearby fire extinguisher and consent of the Unit's Owner(s), before the Board of Directors will approve such barbecue permit. Other requirements may include, but are not limited to, compliance with Air Quality Management District regulations. Only lighter fluid approved for use in Los Angeles County may be used. The Barbecue Permit may be revoked at any time for violation of the terms of the Barbecue Permit approval, such as excessive smoke or fire, or in the event any part of the common area is damaged near where the fire receptacle is located.

B. Common Area Barbecues

The permanently installed common area barbecues are deemed approved and are available on a first come, first use basis. Users must clean the area immediately after use and make sure the barbecue is safe to leave.

C. Open Flame

No one may have torches, candles, or any open flame in any part of the common areas, or on any of the Roof Decks, Patios or Balconies.

2. Outdoor Electrical Wiring

No live electrical wires may extend from any Unit onto any Roof Deck, Patio or Balcony unless such wiring is in good condition, is actually in use, and is under the Resident(s)' watchful supervision. Any such wiring used externally shall be examined regularly by the Resident for weathering and fire hazards. Permanent installation of exterior wiring is prohibited by the CC&Rs and any request is subject to Board approval.

3. Fire Exit Signs

If you notice "Fire Exit" signs which are not working or someone tampering with exit signs or fire pull-stations, please notify the office immediately. Tampering with exit signs or pull-stations will result in fines, suspension of privileges and the cost to repair the sign or pull-station.

4. Reporting Fire Hazards

If you see any fire hazards on the property, please notify the office immediately.

5. Fireworks

The storage and/or use of fireworks or any kind of explosive is prohibited.

6. Flammable Materials

Except for Association operations and except for U.L. approved propane tanks designed for and used with U.L. approved barbecues, under no circumstances may explosives, fireworks, or highly flammable or highly corrosive materials be stored in Parking Areas, Common Areas, Exclusive-Use Common Areas, or Units.

Section IV: Emergency Reporting

Owners may share liability for accidents that occur within the Complex and so should immediately report items of maintenance and repair which are potential hazards so that action may be taken to reduce the risk, liability, injury or damage. According to Section 3.27 of the 1992 Amended and Re-stated CC&Rs, notice of items of maintenance and repair is given when made in writing and/or sent by first class mail to the Property Manager. The following procedures are suggested for reporting emergency situations:

1. Emergency: Fires

If safely accessible, pull the fire alarm and alert neighbors, then call 911 to inform emergency crews. Residents are advised that Monetary Penalty Assessments may be levied by the City and by the Board of Directors for any false alarms.

2. Emergency: Life-Threatening Situations

In life-threatening situations, including fire, electrical shock / danger, drowning or serious injury, robberies or burglaries in progress, call 911 then the Guard (evenings) or the Property Manager (weekdays). In the event you cannot reach the Guard or the Property Manager, call the Management Company.

3. False Alarms

Intentionally setting false alarms will result in significant fines and/or suspension privileges.

4. Suspicious Activity

If you see suspicious activity, including, but not limited to, persons entering areas of the Property without an access key or perimeter key card, loitering in the garages, common areas or in hallways, report first to the Guard (evenings) or the Property Manager (weekdays). If either of these are not available, or, as a follow-up to reporting to the Guard or Property Manager, please notify the Management Company and the Sheriff so that they may coordinate investigations and take appropriate action, if any.

5. Follow-up for Crimes and Accidents

A. Reporting

If you are a victim of any crime or attempted crime on or about the Complex, whether or not any loss is covered by insurance, file a police report with the Sheriff and report the crime to the Property Manager. The Management Company works with local authorities to promote awareness and may ask you to authorize release of the crime report to the Board of Directors.

B. Use of Information

When a criminal incident or an accident happens in or around the Complex, the Board of Directors may not publish unauthorized information about the victim(s); however, the Board and the Management Company need to consider information about crimes, injuries and other incidents in making management decisions. The Board of Directors and the Management Company also may find patterns that help

police to catch any perpetrators. Therefore, after the appropriate authorities have been contacted, always inform the Board of Directors of any such incident or accident.

6. Safety Hazards .

For any emergency not covered above call the Management Company or inform the Property Manager. An emergency includes any situation where failure to make immediate corrections could result in injury or property loss (e.g. a burst water pipe, power failures, etc.). If fees or charges are incurred to investigate an emergency call and it is determined that no emergency existed, but that the intent was malicious, the owner placing the call and identifying the situation as an emergency could be responsible for payment of those fees or charges.

Section V: Parking Garages & Vehicle Regulations

The North Garage and the South Garage ("garages") refer to Parking Areas as described in the CC&Rs and the Condominium Plan.

1. Guest Parking

There are no designated Guest Parking Spaces. Residents may allow their guests to park in their own assigned parking space(s).

2. Signs

Any requirement or restriction stated on any posted sign in the garages must be obeyed.

3. Entering and Exiting

Upon exiting the garages, operators of vehicles shall yield to pedestrians and incoming vehicles. In the South Garage, vehicles shall enter on Sweetzer Avenue and must exit on Kings Road as the signs indicate.

4. Speed Limit

Moving vehicles must be operated at a safe speed at all times. In no case may a moving vehicle be operated faster than 10 miles per hour while in the garages.

5. Parking Authorization

The only place on the Complex you may park a vehicle is in your assigned parking space(s). All vehicles must be parked within the dividing lines to each space. Any vehicle parked on or over the dividing line would be considered in violation.

6. Renting Spaces

Only Unit Owners may rent or designate their assigned parking spaces and then exclusively to Courtyards Residents, provided the Owners register with the Property Manager the following information:

- the Owner's name, Unit number and telephone number where such Owner may be reached in case(s) of emergency;
- the name, Unit number and emergency telephone number of the Resident who will be using the parking space;
- a description of the vehicle to be parked there, including evidence of current registration, its license number, and any other reasonable information pertaining thereto as may be from time to time required by the Board of Directors.

7. Access to Parking

No vehicle shall be parked in such a manner so as to impede or prevent ready access to and/or use of any entrance, or exit, or driveway or any of the parking spaces designated to another Resident or flow of traffic through the Complex.

8. Towing

A. Blocking Space

A vehicle in, encroaching upon, or blocking access to an Assigned Parking space may be towed by the Owner (or such Owner's authorized representative) to which such space is assigned or designated. A vehicle parked completely within a Unit Owner's Assigned or Designated Space(s) may only be towed by the Owner (or authorized representative of Owner) of such space, or as additionally provided by the CC&Rs.

B. Blocking Common Area

A vehicle blocking driveways, gates, or areas posted "No Parking," or parked in any common area except completely within any Assigned or Designated Parking Space (except as additionally provided for by the CC&Rs), may be towed by the Board of Directors (or its authorized representative)

C. Liability

The Association assumes no responsibility and has no liability for any claims arising from the towing of any vehicle. All towing will be at the vehicle owner's expense.

9. Washing Vehicles

Washing vehicles within the Complex is not permitted at any time.

10. Vehicle Maintenance

If minor emergency maintenance must be performed on vehicles within the garages, then such minor emergency maintenance must be performed in a manner that will not restrict or inhibit the use of the garages by others, or violate any of the other Rules. No other vehicle repairs may be made within the Complex.

11. Cleanliness

To prevent damage as well as potential accidents, Owners are responsible for keeping their parking spaces free of oil and grease spills or leakages from vehicles. Owner(s) who fail to maintain clean parking space(s) may be assessed Monetary Penalty Assessments and/or damage assessments for cleaning such space(s) by Courtyards employees.

12. Other Activities

Garages are for parking of vehicles and approved storage only. Residents or guests shall not conduct recreational activities, including, without limitation, bicycling, roller skating, roller blading, skateboarding, etc.; or permit access by pets or small children, except to gain access to a vehicle while accompanied by an adult.

13. Fire Hazard

Nothing can be stored in the garages or storage sheds which creates a fire hazard.

14. Storage

Storage of items within assigned or designated parking spaces may be permitted only with prior written approval on a case-by-case basis by the Board of Directors. Owners of items stored in such assigned or designated parking spaces without prior written approval of the Board of Directors subject themselves to Monetary Penalty Assessments and to removal of their stored items. The parking or storing in the garages or parking areas of any vehicle or item is entirely at the risk of the vehicle owner. The Courtyards of West Hollywood Homeowners Association, Inc. does not guard or assume care, custody or control of any Owner's or Resident's vehicle or of any items stored in any parking spaces or of the contents of any vehicle and is not responsible for fire, theft, damage, or loss.

15. Alarms

The Owner(s) of any parking space(s) in which any vehicle with an audible alarm is parked or stored is/are held responsible for incidents in which such audible alarm, having become activated due to repeated negligence or malfunction is not silenced within ten (10) minutes after such activation, or which otherwise becomes a nuisance.

16. Noise

Racing of vehicle engines is prohibited at any time.

17. Trespassing

Trespassing across or invasion of restricted common areas is strictly prohibited, including, but not limited to, activities such as posting fliers on vehicles parked in the garages.

18. Current Registration of Vehicles

All vehicles must display current registration and meet all California vehicle requirements. Vehicles must be kept in good working order and all tires fully inflated. Cars cannot give the appearance that they have been abandoned. Violations can result in fines and towing of the vehicle. If storage of a vehicle is required, owners must notify the management office and may be subject to Board inquiry.

19. Idling Engines

Because of carbon monoxide and soot, engines may not be left idling any longer than necessary to move vehicles into or out of the parking areas.

20. Head Into Stalls

If exhaust blackens the walls and or sheds, owners of said vehicles will be responsible for any and all costs associated with cleaning and owners may be put on notice by the Board to disallow backing into parking stalls.

21. Electric Vehicles

No electric cars or other similar vehicles are permitted to be recharged except at the Member's expense.

22. Motorcycles

All motorcycles must be properly muffled with engine and exhaust noise kept to a minimum. Engines may not be raced, gunned, or revved in a manner which would disturb the quiet enjoyment of residents.

Section VI: Common Areas

The common area, as defined in Section 1.20 of the CC&Rs, shall not be obstructed or used in any manner which may impede, restrict, or inhibit the use and enjoyment of any Owner and/or Resident. Further, pursuant to CC&Rs Section 2.37, "Owner(s) shall be liable to the Association for any damage to ... the common area or any improvements, landscaping or equipment thereon which may be sustained by the negligence or intentional act or omission of said Owner(s) [their family members, tenants, guests, employees, servants, agents, or invitees, and shall be assessed by the Board for the repair and replacement thereof."

1. Obstruction of Access Ways

Except as otherwise stated in the CC&Rs and Rules and Regulations, the sidewalks, entrances, passages, courts, corridors, and stairways comprising the access ways of the common area shall not be obstructed or used for any purpose other than for coming and going to and from the condominium Units.

2. Equipment Adjustment

No person shall tamper with or attempt to adjust, except in an emergency, any operating piece of equipment, valve, electrical component, gas or water connection within the common area without the prior approval of the Board of Directors.

3. Property Removal

No person is permitted to borrow or remove any of the Association's equipment or property from any common area.

4. Admittance

All lockable gates and entrances to the Property must remain closed and locked at all times they are not in immediate use. Permission to enter the Complex is granted only to Owners, Residents, and their Guests. Residents should not admit any unknown person into the Complex who is unable to display an authorized Courtyards access key or key card.

5. Roof, Wall and Fence Access

No person is permitted upon any roof, wall, or fence without prior Board of Directors approval.

6. Plants

No person other than persons authorized by the Board of Directors shall plant, place, remove, clip or tamper with any plant, bush, tree, flower, or shrub within or on any common area. Recommendations concerning planting may be submitted to the Board of Directors or to the Property Manager.

7. Posting Notices

No notices, advertisements, or signs of any kind, except those authorized by the Board of Directors, may be posted by anyone anywhere other than the areas indicated in #'s 9 and 10, below. Unauthorized notices posted elsewhere in the common areas of the Complex including, but not limited to, outside entry gates and doors, will be immediately removed by management personnel.

8. Real Estate Signs

The Board of Directors has designated an area and provided a method for Owners to display real estate: "For Sale", "For Lease", or "For Rent" signs. Owners wishing to display such signs may contact the Property Manager for the proper procedures. No real estate signs may be posted except as so provided or as otherwise allowed by law. Owners are responsible for attaining all policy information from the management offices regarding real estate agent activity, including but not limited to location of lock boxes.

9. Mailbox Area Cork Boards

Only Owners or Residents may post their personal notices on the corkboards located outside the mail lobby. No notice shall exceed 8 ½ inches x 5½ inches nor shall it remain posted for longer than 2 weeks, unless prior approval is obtained from the Property Manager. All notices must be dated upon posting. The Property Manager is responsible for updating the information on the corkboards, and management personnel will remove all notices out of compliance with this regulation. No one other than management personnel or the Owner or Resident who posted the notice may remove notices. More than one copy of the same notice may not be posted.

10. "Smoking" and "No Smoking" Areas

A. Establishment of "Smoking / No Smoking" Areas

The Board of Directors of The Courtyards of West Hollywood Homeowners Association, Inc. may designate "Smoking" and "No Smoking" areas on and upon the Complex.

B. Signs

Persons shall obey any and all "No Smoking" signs posted on and upon the Property.

C. Disposal of Smoking Materials

Cigarettes must be discarded in ashtrays only. Discarding ashes or cigarettes (lit or unlit) from any balcony patio or roof deck is prohibited.

D. Designated Areas

No smoking is permitted in enclosed common areas, including but not limited to garages, hallways, roofs, the gym, laundry rooms, Office, Club Room, library / conference room, mail room or elevators and any ground level common areas, except for specially designated areas around the pool or spa.

11. Door-to-Door Canvassing

A. Non-residents

Residents and non-resident Owners may not permit or encourage non-residents to make solicitations of any sort in any common area or to post notices on any door or gate or anywhere upon the Property. This Rule also applies to non-resident Owners.

B. Residents

The Residents in The Courtyards of West Hollywood have shown themselves to be individuals who are very active in their community and to permit door-to-door canvassing on a Unit-to-Unit basis except as herein provided would be burdensome to Members of the Association and disruptive of their quiet enjoyment of the premises. Therefore, "door-to-door canvassing" is permitted only by and under the auspices of the Board of Directors or any committee of the Homeowners Association. As used herein "door-to-door canvassing" shall mean and refer to contacting each Unit in the Complex by knocking on doors or by using the entry phone system for any purpose, including, but not limited to, recruiting or seeking support for any political, financial or civic causes. No written communications may be left in doorways except with Association approval. Any such approved distributions which remain on common area for more than 24 hours are subject to removal by the Association.

12. Sexual Activity

Sexual activity in any common area including exclusive use common area, ie. balconies, ground floor patio's and roof top patio's is prohibited.

Section VII : Recyclables & Trash

The term "recyclables" as used herein shall mean and refer to paper, plastic, glass and aluminum products. The term "trash" (or "garbage") as used herein shall mean and refer to any products which are not recyclable. Recycling bins are provided throughout the Complex. Several trash chutes are located on each floor of the buildings for the disposal of trash.

1. Trash Disposal

Residents shall secure all trash tied in plastic garbage bags and deposit them in the trash chutes or dumpsters only between the hours of 7 a. m. and 10 p. m. No one shall place objects so as to cause the chutes to become clogged.

2. Chute Areas

No one shall leave anything in and around the chutes and / or trash disposal areas. Residents shall leave trash disposal areas clean.

3. Large Item Disposal

Items too large for placement in the chutes must not be placed in the chutes, but instead must be carried to the dumpsters and must be placed directly in the dumpsters. Large trash dumpsters are located beneath the chutes in the garages. Furniture and similar large items may not be left anywhere on the premises or in trash rooms. Owners of such items must make their own arrangements for the disposal of such items.

4. Common Areas

No Owner or Resident shall leave any trash or refuse container in the hallways, doorways, or any common area at any time (See Security & Safety Rules).

5. Ashtrays

Ashtrays installed throughout the Complex are to be used only to extinguish and discard cigarettes and other smoking materials. No other materials, especially paper, may be placed in the ashtrays, because to do so may create a fire hazard.

6. Recycling

Residents shall deposit recyclable paper, plastic, glass and aluminum products in the proper recycling bins provided throughout the Complex. Recyclable items are listed in the Recycling Guide available from the Management Office and as may be posted.

7. Contamination of Recycling Bins

Recycling bins are to be used for recyclable material only, not as trash dumpsters. Items deposited in the bins are to be rinsed and are not to be contaminated by food or excessive water.

8. Removal of Materials

No one may remove recyclable items from the recycling bins, except persons authorized to do so by the City of West Hollywood and/or the Board of Directors.

9. Penalties

The Board of Directors may levy a Monetary Penalty Assessment for each and every infraction of this section, including, but not limited to those paragraphs pertaining to recycling.

Section VIII: Laundry Rooms

1. Authorized Users

The card-operated washers and dryers located on the premises are for the exclusive use of Residents and their Guests and domestics. No one, including non-resident Owners, may use the laundry rooms in a manner which is burdensome to the Association.

2. Machine Attendance

When using laundry equipment, Residents may not leave washed or dried laundry in the machine(s) any longer than required by the washing and/or drying cycles. Average wash time is 35 minutes, average drying time is 45 minutes. Residents shall return to the laundry room on a timely basis to remove their items so that others may use the equipment.

3. Breakdowns

Malfunctioning machines shall be reported to the service company and to the Property Manager's office and/or to the Management Company.

4. Cleanliness

Users of the laundry rooms and laundry equipment shall leave such rooms and equipment clean and orderly. Users shall clean lint traps after each use. All spills shall be mopped up, wiped up or cleaned up. The laundry machines shall not be overloaded.

5. Security

Laundry rooms are to remain closed and locked at all times when the rooms are left unattended. The windows in the laundry are to remain closed at all times.

6. Liability

The Courtyards of West Hollywood Homeowners Association, Inc., and its Agents do not guard nor assume custody or control of property or contents in any of the laundry rooms and are not responsible for fire, theft, damage or loss thereof. No bailment is created hereby.

Section IX: Recreation Areas

Maintenance of the recreation areas is paid for by the Association. Damage to the recreation areas and their amenities, whether through negligence or extraordinary wear and tear, creates an expense which is costly to all. The purpose of these rules is, in part, to minimize such expense.

1. General

A. Authorized Users

None of the recreation areas or any other facility of The Complex is open to the public or designated as a public facility, for public accommodation or for public use. Recreation areas are for the use of Resident Owners, Resident non-owners, and invited guests of Residents, only. No one may use the recreation areas and/or facilities in a manner which is burdensome to the Association.

B. Safety

All persons must comply with the safety and use procedures posted in and around the pool/spa, gym and sauna areas. Users of these facilities do so at their own risk and assume full responsibility for their own safety and well-being as well as the safety and well-being of their guests.

C. Glass

In order to prevent accidents and personal injury, no one may bring into or use any glassware while in any of the recreation areas, with the exception of the Club Room.

D. Furniture & Fixtures

No one except Courtyards maintenance and/or management personnel may remove any furniture or fixtures from any of the recreation areas.

E. Residential Uses

No recreation area may be used for residential purposes, such as sleeping overnight at any time, or washing or drying of clothing, the maintenance of personal hygiene or changing of wardrobe on a regular basis. No one may foster or accommodate these activities by others.

F. Sexual Activity

Sexual activity in the recreation areas is prohibited.

G. Illegal Activities

Illicit and illegal activities, including, but not limited to, gambling, are prohibited in the recreation areas.

H. Cleanliness / Lost & Found

Residents and guests are responsible for leaving the recreation areas in the same clean condition as they found them and shall not leave behind any items they brought into the area except those placed in appropriate trash receptacles and ashtrays. Any such items left behind will be kept for a reasonable time in the Lost and Found Department of the Property Manager's Office. The Association will attempt to notify the owner of such items.

I. Pets

No pets are permitted in the pool area, library / conference room, Club Room, gym, saunas or laundry rooms.

J. Supervision of Minors

Children under 18 years of age must have a parent or adult guardian present on the Project or available at all times that said children are in any recreation area(s). Parents or guardians are responsible for their children's behavior and for being readily available to give consent for medical treatment, if necessary.

2. Library / Conference Room

- A. Conference Room may be reserved in the Management Office for a three-hour period. **Library / Conference Room hours are 7 a. m. to 10 p. m. seven days a week.**
- B. The Library offers books and videocassettes for Residents' enjoyment. It works on an honor system. Residents must return items that they borrow in a timely fashion.

3. Mail Room

- A. **No unauthorized postings**
- B. **Laundry cards available in Mail Room**

4. Swimming Pool & Spa (See also "General" - Additional rules apply)

A. Hours

Swimming pool / spa hours are from 8 AM to 10 PM, Sunday through Thursday, and 8 AM to 12 Midnight, Friday and Saturday.

B. Liability

NO LIFEGUARD IS ON DUTY! Users of the swimming pool and spa do so at their own risk and assume full responsibility for their own safety and well-being as well as the safety and well-being of their guests.

C. Supervision of minors

- (1) Children 14 years of age and younger: must be accompanied and super-

vised by a parent or adult guardian at all times that said children are in the pool, spa, or surrounding common areas.

- (2) Children over 14 years of age and under 18 years of age: must have a parent or adult guardian present on the Complex at all times that said children are in the pool, spa, or surrounding common area. Parents or guardians are responsible for their children's behavior and for being readily available to give consent for medical treatment, if necessary.

D. Contamination

Because of the danger of contamination of the water, any person who is wearing diapers, who is not toilet trained, or who may be incontinent are not permitted to enter the pool or spa.

E. Behavior

Running, rowdy, raucous or unruly behavior is prohibited in the pool / spa area.

F. Maintenance

Use of the pool or spa during maintenance activities or when chemicals are being added is prohibited.

G. Health-Related Limitations

Persons with skin diseases, open sores, inflamed eyes, nasal or ear discharges, or any diseases which are readily communicable to others by the common use of the pool or spa are expected to respect the health of others and shall not enter or use the pool or spa.

H. Filter-related Limitations

To protect pumps and prevent clogging of the filters, users of the pool and spa are responsible to:

- (1) confine long hair by wearing a bathing cap or tying long hair into a pony tail;
- (2) wear appropriate swimming attire;
- (3) avoid bringing into the pool or spa any material or item that could come off and clog or damage the machinery. Do not use the pool or spa after applying suntan oil's or lotion, as this may damage equipment. In order to protect pool equipment, we encourage the use of lotion only. I. Use of Furniture

Lounges and/or chairs are available on a first come / first served basis; they may not be "saved" for someone not there or "reserved" for later use. Users of the pool/spa area are expected to return chairs and lounges to their proper place and may not block pedestrian pathways at any time.

J. Guests / Parties

Residents are expected to limit the number of their guests using the pool/spa area to

no more than four per Unit at any one time and may not obstruct the use of the pool or spa by others. Residents may not commandeer the pool or spa area for private pool parties or similar activities.

K. Exclusions from Area

Pets, bicycles, skateboards, roller skates or other wheeled vehicles are not permitted in the pool / spa area. Baby strollers with good brakes are only permitted in the common area surrounding the pool/spa area, and are not permitted in the pool / spa area itself.

L. Spa Equipment

When users of the spa have finished, they must turn off the equipment to prevent damage and fire hazards.

M. Clothing

The Courtyards of West Hollywood is NOT designated as a clothing-optional community. It is customary to wear appropriate bathing attire in the pool/spa area. The Courtyards of West Hollywood is not responsible for damage to clothing or any other personal property in the pool / spa area.

5. Gym (See also General - Additional rules apply.)

A. Use

The gym hours are 7 a. m. to 10 p. m. daily. The gym room is provided for exercise activities only, and its users shall restore all equipment to its proper resting position after they have finished using such equipment.

B. Safety

Use of the gym equipment is at own risk. Users of the gym room should consult with their physician or other health care practitioner before using exercise equipment at The Courtyards of West Hollywood. No representation as to the suitability or safety of any equipment is made by The Courtyards of West Hollywood.

C. Signs

Users of the gym room shall obey all posted signs in the gym room.

4. Saunas (see also "General" - Additional rules apply.)

A. Gender Designation

Only males may use the men's sauna, and only females may use the women's sauna, with the customary exception of very young children. Each sauna is part of its respective men's and women's restroom facility, which is used by employees, contractors, and persons in the area of the gym and laundry room. Accordingly, the saunas do not afford their users with privacy.

B. Signs

Users of the saunas shall obey all signs posted thereabout.

C. Equipment

When users of the saunas have finished, they shall shut off the controls to prevent damage and fire hazards.

D. Supervision of Minors

- (a) Children 14 years of age and younger: must be accompanied and supervised by a parent or adult guardian at all times they are in the sauna.
- (b) Children over 14 years of age and under 18 years of age: must have a parent or adult guardian present on the Project or available at all times that said children are in the sauna, for the purpose of being responsible for these children's behavior and for being readily available to give consent for medical treatment, if necessary.

D. Hours for Bathroom and Saunas

Bathrooms and saunas are open daily from 8:00 a.m – 10:00 p.m. Sunday – Thursday and 8:00 a.m. – 12:00 a.m. Friday – Saturday.

5. Club Room

A. Use Permit

The Club Room may be reserved for use by Resident Owners and Resident non-owners only, according to the terms and conditions of the Club Room Agreement by and between the user and The Courtyards of West Hollywood Homeowners Association Inc., the provisions of which are incorporated herein by reference as though fully set forth.

B. Liability

The Resident Owner or Resident non-owner reserving the Club Room shall provide evidence of primary liability coverage for use of the Club Room. Such proof of insurance must be provided to and found acceptable by the location Manager before the Club Room may be used.

C. Security

The Club Room shall remain locked at all times except when in use. The Resident reserving the room must be present whenever the room is being used, pursuant to prior arrangement made with the Property Manager.

D. Restrictions

The Club Room is not available for commercial purposes or for any event which is advertised or made available to the general public.

E. Cleanliness

Residents who reserve the Club Room for private purposes are required to clean it immediately and throw out trash upon completion of use, pursuant to arrangements made with the Property Manager. Alternately, the room will be cleaned by maintenance personnel for a charge which will be deducted from the security deposit in accordance with the terms and conditions of the Club Room Agreement. Accordingly, a percentage of the security deposit, as described in the Agreement referenced above, must be paid in cash or by separate cashier's check.

F. Special Uses

The Board or authorized committees of the Association may reserve the Club Room for official Association related business and functions without payment of the security deposit or cleaning fee.

G. Hours and Noise

No event held in the Club Room may begin earlier than 10 AM nor end later than midnight, with the exception of Association-sponsored events. Users are reminded, however, that no loud noises are permitted at any time and noises emanating from the Club Room past 10 PM. must not be audible more than 10 feet from the Club Room. (Please see section, "Getting Along")

H. Limitations re: Pool & Spa

Authorization for use of the Club Room does not include use of the pool / spa facilities. All event activities so authorized must be confined to the Club Room.

7. Outdoor Areas (See also "General" — Additional rules apply.)

Outdoor areas, such as benches and open spaces in the Square, Creon, Gazebo, Entry Court and other such as identified on page 97 of the CC&Rs may not be reserved to the exclusion of other individuals who are authorized to be upon the Complex. Flowerbeds may not be walked on or sat upon, and no lawns or flowerbeds may be used for recreational activities.

Section X: Moving

The term "moving" as used herein shall mean and refer to bringing into or taking throughout the Complex and any of its common areas, the following items, including, but not limited to, bulky personal belongings and / or household furnishings, and similar things, when a Resident or potential Resident is moving into or out of the Complex. Such moving may burden the Association with potential damage, liabilities, or loss of use of any of its component assets for any period(s) of time and may tend to breach the security of the Complex. Accordingly, the Board of Directors has a fiduciary obligation to all Members of the Association to set forth the following restrictions on moving.

The term "Resident" as used herein shall mean and refer to any person who has been resident at The Courtyards and who is moving out of the Property. The term "potential Resident" as used herein shall mean and refer to any person who has not been resident at The Courtyards and who is moving into the Property.

The term "origin" as used herein shall mean and refer to the Unit in The Courtyards from which any Resident is moving, and the term "destination" as used herein shall mean and refer to the Unit in The Courtyards to which any potential Resident is moving.

1. Scheduling In Advance

A. Required Scheduling

All moving must be scheduled in advance with Property Manager.

B. Route Determination

In such scheduling, arrangements shall be made for such moving which will utilize the best entrance and route through the Complex.

C. Coordination

The date and time of moving will be agreed upon and arrangements made for padding an elevator, if needed.

D. Deposit Payment

If not already done, the Moving Security Deposit of \$250 will be paid.

E. Elevator Use

Only one elevator may be used for moving. Elevators must be shared with other Residents during moving and elevators may not be commandeered. Elevators are to be returned to normal use when items being moved have been off—loaded. Persons moving shall inform their movers of this requirement. Elevators will be padded in advance of moving, if required by the Location Manager. The costs of the elevator pads not returned within one business day of moving will be deducted from the Moving Security Deposit with any excess assessed to the account of the Owner(s) of the Unit in The Courtyards which was the origin or destination of moving. (Please see Table of Fees and Monetary Penalties.)

2. Fees

A. Required

A Moving Security Deposit in an amount set by the Board of Directors shall be made for each moving occurrence by all Residents or potential Residents, according to the definition of "moving" as set forth above. Compliance is the ultimate responsibility of the Owner(s) of the Unit(s) which are the origin and/or destination of such moving.

B. In Escrow

On sale of a Unit, the Moving Security Deposit is payable through escrow at closing, if not paid through escrow then directly through the Property Manager's office prior to the date for which the moving has been scheduled in accordance with paragraphs #1-3 of this section. Failure to make the Moving Security Deposit prior to moving into or out of the Property, whether or not said failure was the responsibility of the escrow, sales, or other agent, will subject the Owner(s) of that Unit which was the destination or origin of such moving to the assessments and restrictions set forth in this section.

C. Other Moves

In all other instances of moving, this Moving Security Deposit shall be made by all Residents or potential Residents, according to the definition of "moving" as set forth above. This deposit is payable to the Property Manager's office prior to the date scheduled, in accordance with this section.

D. Failure to Pay

Failure to make any Moving Security Deposit in advance as required by this section shall result in a Monetary Penalty Assessment in the same amount as the Moving Security Deposit currently established levied against the account of the Owner(s) of the Unit in The Courtyards which was the origin or destination of moving, and this assessment will be subject to established late fees and costs of collection. No directory board changes, entry phone coding, and/or issuance of additional keys, key cards, and remotes will be done until the Moving Security Deposit and any late fees and/or Monetary Penalty Assessments and any costs of are paid in full.

3. Refunds

A. Inspection For Damage

An inspection will be made by the senior maintenance employee and / or the Property Manager of the common area route used in each move on the next business day following the move. If no loss or damage, as described herein, is found in this inspection or reported by anyone within thirty (30) days of the date of such moving, and no Monetary Penalty Assessments have been levied due to any violation(s) of these rules, and no claims have been made as the result of such moving, the Property Manager will authorize the Managing Agent to issue a refund in the full amount of the Moving Security Deposit.

B. Deductions for Damage

Charges for loss or damage, Monetary Penalty Assessments, costs of any other claims of the Association which accrue hereunder will be deducted from the Moving Security Deposit, and the balance if any, returned to the depositor.

C. Reporting Violations

Residents are responsible to promptly report to the Property Manager any observed violations of this Moving Policy.

4. Parking, Noise, Hours & Security While Moving

Residents and potential Residents and their tenants, roommates, family members agents, Guests, and invitees and moving company personnel shall comply with the Noise, Garage, Security, and all other sections of these Rules and Regulations, as well as all other governing documents of the Association. Residents and potential Residents and the Owners of Units which are the origin and/or destination of moving, shall supervise anyone helping them and/or their tenants, roommates, family members, agents, Guests, and invitees in moving, including, but not limited to, moving company personnel and are liable for any failure of the above-described persons to comply with these rules.

5. Association's Right to Cancel Moving in Progress

The Courtyards of West Hollywood Homeowners Association, Inc. reserves the right to cancel any scheduled or non-scheduled move through the intervention of security personnel and/or law enforcement authorities in any move where it is found that any of the parties described in paragraphs #1-3 of this section, are not cooperating with Courtyards security, management, or maintenance personnel with respect to procedures for moving. All costs for such intervention shall be assessed first to the Moving Security Deposit, and the balance, if any, to the account of the Owner(s) of the Unit in The Courtyards which was the origin and / or destination of moving, and this assessment will be subject to established late fees and costs of collection. No directory board changes, entry phone coding, and issuance of additional keys, key cards and remotes will be done until such assessment and any late fees and/or costs and Monetary Penalty Assessments are paid in full.

6. Liability for Negligence and Breaches of Security

In addition to the other provisions of this section, any damages, whether to the common area or to person or property, due to any negligence or intentional act or omission of any of the parties described in paragraphs #1-3 of this section, as the result of moving, or any breaches of security occurring during such moving, including, but not limited to indemnification claims of the Association, shall be deducted from the Moving Security Deposit, and the balance, if any, assessed to the account of the Owner(s) of the Unit in The Courtyards which was the origin and/or destination of moving, and this assessment will be subject to established late fees and costs of collecting. No directory board changes, entry phone coding, or issuance of additional keys, key cards and remotes will be done until any such damages, including the Association's claims for expressed indemnification, are settled.

Section XI: Pets

1. Definition of "Pet(s)"

"Pet(s)" shall mean and refer to dogs, cats, and other domesticated animals, which do not require a wild animal permit, and which are owned, kept, maintained, or harbored within the Complex. "Pet(s)" shall not include livestock.

2. Registration

A. Permit

All pets must be registered by their owners with the Association. Residents must provide a current photograph of their pet with registration. Allowable pets are those registered with the Association and which are the subject of a permit from the Association.

B. Approval Requirements

Approval of a Pet Permit may require that the following information be supplied together with any other such information deemed necessary by the Board of Directors: (a) a statement from a licensed veterinarian as to the pet's temperament; (b) a statement as to the pet's current and projected adult weight and height; (c) a statement as to grounds, if any why an exemption from the requirements of a subsection 5 of this section should be granted.

C. Penalties

Monetary Penalty assessments may be levied for failure to register pets. Additionally, penalty assessments may be levied, and/or Pet Permits may be revoked for falsification of any portion of such registration. Pet Permits are revocable at any time for cause by the Association after a duly noticed hearing.

3. Wild Animals / Commercial Purposes

No person may own, keep, breed, maintain or harbor within the Property any bird, reptile or other animal for commercial purposes, including kenneling or breeding, or in unreasonable numbers. No wild animal, livestock, poultry or dangerous dog, whether or not kept for commercial purposes, may be owned, kept, bred, maintained or harbored within the Project.

4. Pet to Unit Ratio

In order to minimize noise, odors, damage, and other disturbances caused by animals, the Association hereby adopts the following domestic pet to Unit ratio: not more than two cats or two dogs standing not more than 24 inches high at its/their shoulders, per Unit. Any exceptions must be approved by the Board of Directors.

5. Vaccinations

All dogs and cats shall receive a rabies vaccine within 15 days of moving into a Unit. If the dog or cat was less than one year old when originally vaccinated, it shall be revaccinated within 12 months. Every dog or cat more than two years old shall be revaccinated every 36 months.

6. Licensing

All dogs and cats shall be licensed and shall wear license tags at all times when in the common area.

7. Control of Pets in Common Areas

Persons must carry any pet(s) or cause such pet(s) to be leashed at all times that such pet(s) are in the common area. Pets may not defecate in common areas. Any accidents must be cleaned up by the pet owner immediately. This includes dogs that may urinate on any hard-scaped area.

8. Feeding

Pets must be fed within their respective owner(s)' Units. To promote humane treatment of pets and to prevent unwanted insects, rodents, or other pests, no one may place any foods, water, poisons, or substances used to attract pets in any open area, including, but not limited to, common areas, Balconies, Patios, or Roof Decks.

9. Cleanliness

Persons shall immediately clean up and properly dispose of any waste material from any pet (s) under their care, with an appropriate device for collecting such material.

10. Damage

The owner(s) of any pet(s) are responsible for any damage to the common area caused by their pet(s) and such owner(s) will be assessed for the costs of repair and/or replacement accordingly.

11. Noise

Owners shall keep their pets from barking or emitting any other noise which interferes with the comfortable enjoyment of life and property by the other residents.

12. Nuisance

The owner(s) of any pet(s) are responsible for promptly abating any nuisance caused by their pet(s). Failure to promptly abate any such nuisance may subject the owner(s) of such pet(s) to Monetary Penalty Assessment(s). For the purposes of this subsection, the word "nuisance" includes any noxious, offensive or illegal activity, or anything which may become a nuisance or cause unreasonable annoyance, disturbance, or embarrassment to other Residents in their use and enjoyment of their Units or the common area.

13. Off-Limit Areas

No person may bring any pet(s) into any enclosed common area, including, but not limited to, the Club Room, gym, sauna & pool, excluding the elevators.

14. Loose Pets

A. Capture & Boarding

If a loose pet is seen for up to three days in the Common Areas, such pet will be collected and boarded in a holding area in the Complex while the owner is located and notified.

B. Owner Not Found

If, after a period of three days, the owner of a loose pet boarded by the Association cannot be found, animal rescue organizations will be contacted in an effort to have the pet placed in a "foster" home until such time as a new home can be located for the pet. The Courtyards Management Office will maintain an updated list, with contact information, of such organizations.

C. Pet Traps

The Association will furnish a pet trap to Residents seeking relief from the damage caused by loose pets on their Patios, Balconies and Roof Decks, provided:

- (1) Such trap or leash is one designed to trap and/or hold animals in a humane manner;
- (2) Such trap or leash is set up under the supervision of The Courtyards maintenance personnel;
- (3) In the case of a trap, the trap is checked at least twice a day;
- (4) If a pet is captured, it is surrendered to the Management Office or maintenance personnel as soon as possible;
- (5) If a pet is captured during hours when Courtyards personnel are unavailable, adequate food, water, and shelter are to be provided until these persons are available to receive the animal.

D. Missing Pets

Any Owner who is aware of a lost or wondering pet, should report that information to the management office

15. Penalties

- (1) The owner will receive a Written Warning for a first offense; if the pet is found loose again the owner(s) will become subject to a Monetary Penalty Assessment. If the pet is found loose a third time and any time thereafter, the owner(s) will become subject to additional Monetary Penalty Assessments each time. Additionally, the owner will be charged a fee for each day or portion of a day the pet is boarded by the Association.
- (2) Owners found in violation of any other pet policy will be subject to Monetary Penalty Assessment as imposed by the Board of Directors.

Section XII: Architecture and Aesthetics

Pursuant to the CC&Rs, Architectural Standards and associated agreements, nothing shall be done in, on, or to any Unit or any common area or any restricted common area which will impair the structural integrity of any Building or any portion thereof or which would alter or deviate from a uniform and reasonably high standard of artistic result and attractiveness in exterior and physical appearance.

1. Changes to Common Area

No Owner or Resident shall make any alteration, addition, deletion, or modification to any portion of the common area or to any restricted common area, including, but not limited to, Roof Decks, Balconies and Patios, nor shall such Owner or Resident install, attach, paste, affix or remove by any method any lighting, decoration, antennas, clotheslines, or any article or thing upon any element of the common area without prior authorization of the Board of Directors.

2. Authorization

Owners seeking authorization for structural or architectural changes or enhancements must first submit a written proposal to the Board of Directors for its approval. Specifications for the proposed work, plus a certificate indicating approval of the City of West Hollywood for such structural or architectural changes or enhancements, if required by the City, and any other such documentation as may be required by the Board of Directors, must be included. Owners must comply with all applicable City, County, State, and Federal ordinances and statutes and approval by the Board of Directors of any such proposal does not relieve Owners from such compliance. Certificates of compliance with same are required to be filed in the office of the Property Manager upon completion of any such proposed work which has been approved by the Board of Directors.

3. Responsibilities

Work personnel are to leave common areas in a clean condition. No modifications may be made to the common area structure. Notice is hereby given that repair, alteration, installation and/or remodeling work within a Unit are excluded from coverage under the Association's master insurance policy, and are the sole responsibility of the Unit Owner(s) and his/her/their personal insurance coverage to pay for repair or replacement in the event of damage or loss.

4. Construction Noise

A. Monday – Friday

No noise-making work may begin before 9 am nor continue beyond 5 pm, Monday through Friday.

B. Saturday

On Saturdays, no noise—making work may begin before 10 am nor continue beyond 5 pm.

C. Sunday

No construction noise is permitted on Sundays.

D. Holidays

No construction noise is permitted on holidays.

5. Doormats

Having a doormat at the entrance to a Unit is permitted when in conformance with the specifications which may be stated from time to time by the Board of Directors and which may take into account varying designs of entry alcoves. Such doormats must be safe and must not extend beyond the entry alcove area. Owners and Residents must label such doormats with their Unit numbers on the reverse side of each doormat to facilitate easy return to the Unit entry when the hallway carpet is being cleaned.

6. Window Coverings

Windows may be covered only with draperies, curtains, shutters, blinds, or other suitable, permanent window coverings which are of a neutral color that conforms to a uniform and reasonably high standard of artistic result and attractiveness in exterior and physical appearance, and same must be installed on the inside of the window. No Owner or Resident shall hang, install, or affix, or cause to be hung, installed or affixed, any temporary window or door coverings or seasonal decorations for longer than one month.

Section XIII: Violations and Enforcement

For the purpose of this section, "rule" means any rule and/or regulation or provision of any governing document, including the CC&Rs and the By-Laws. A Table of Fees and Monetary Penalties which are authorized for collection under Civil Code Section 1362(h)(i), shall be adopted and distributed by first class mail to all homeowners pursuant to CC Sec. 1363(h)(i), and shall also be available in the Property Manager's Office.

1. Your Right to Report

A. Report Promptly

Residents should promptly report observed violations of these Rules and Regulations to the Property Manager, Managing Agent, and/or director of the Association for documentation and appropriate action.

B. Courtesy Reminder

Residents may also give a Courtesy Reminder to any offender. (Please see below)

C. Other Authorities

Anyone who notices violations of local, state or federal law should report them to the appropriate authorities.

2. Mandatory Duty to Report

Residents shall immediately report infractions which involve safety, potential liability or damage to the Complex to the Property Manager, Managing Agent, and/or director of the Association in order to protect the Association and its Members from injury, damage and from liability, pursuant to Section 2.45 of the CC&Rs. ANYONE WHO FAILS TO REPORT SUCH INFRACTIONS MAY BECOME SUBJECT TO CERTAIN LIABILITIES AND/OR MONETARY PENALTY ASSESSMENTS.

3. Effect of Delayed Reporting

Residents may jeopardize their attempts to seek the assistance of the Association in disciplining any Association Member responsible for any infraction if such Residents fail to promptly or immediately report such infraction as described in subsections 1 and 2, above. Residents should also present any corroborating evidence of any such infraction.

4. Encouraging Compliance

A. Courtesy Reminder

A Courtesy Reminder is a neighborly way to remind any person residing in or visiting the Property about a rule or regulation or other provision in the Association's governing documents. A Courtesy Reminder may be given verbally or in writing by anyone to inform the recipient that a rule or regulation, or other equitable servitude, is in effect. Issuance of a Courtesy Reminder is not a presumption that there has been a violation of the rules.

B. Urgency Warning

A rules violation which is so unsafe as to cause a reasonable person to foresee that if it continues it is likely to cause injury to persons or damage to the Complex may subject the offender to an Urgency Warning. An Urgency Warning may be given verbally or in writing directly to an offender by any Director or officer of the Association and if the situation which is the subject of the violation continues after the Urgency Warning is given, then the violation shall be referred to the Board of Directors for determination of whether a Monetary Penalty Assessment will be levied.

C. Written warning

A Written Warning or reprimand may be issued at the discretion of the Board of Directors of the Association and kept on file.

D. Monetary Penalty Assessment

Monetary Penalty Assessments may be levied against an Association Member under Sections 2.34, 2.13(a), 2.48, 2.13(a), and 2.22 or the CC&Rs for the following:

- (a) Violation of a rule; or
- (b) Subsequent violations of a rule or repeated violations of any rule within the same section; or
- (c) Failure to remedy any Urgency Warning.

Monetary Penalty Assessments may be levied in a duly noticed hearing by the Board of Directors and may be based on factors including, but not limited to, the severity of the violation and number of rules violated in the incident which is the subject of the hearing. Previous Written warnings may be taken into consideration with regard to levying a Monetary Penalty Assessment, but may not be used as evidence of the facts of the incident which is the subject of the hearing.

5. Ordinary Penalty Considerations

The Board of Directors shall ordinarily impose Monetary Penalty Assessments as follows:

Violation	Level
1st	Low Monetary Penalty Assessment or Written Warning
2nd	Medium Penalty Assessment
Additional	High Penalty Assessment

Penalties are as defined in the Table of Fees and Monetary Penalties which are adopted by the Board of Directors, published annually as required by Civil Code Section 1363(h)(i) and adjusted from time to time by the Board of Directors. A Low Monetary Penalty Assessment or Written Warning may be levied for a first violation. A Medium Monetary Penalty Assessment shall be imposed for a subsequent violation of a rule or repeated violations of any rule within the same section. A High Monetary Penalty Assessment shall be imposed for each additional violation of the same rule or regulation or repeated violations of any rule within the same section.

6. Extraordinary Penalty Considerations

A. Ignoring an Urgency Warning

If there is evidence that a violator had previously received an Urgency Warning and continued the violation or repeated the same or similar violation, then such violation may be considered as though a penalty had been imposed and the Monetary Penalty Assessment may be increased to the next level.

B. Failure to Pay Previously Assessed Monetary Penalties

If a violator has failed to pay previously assessed monetary penalties, then the Monetary Penalty Assessment for the subject violation may be increased to the next level.

C. Excused Monetary Penalty Assessment

The Board of Directors in its discretion may excuse payment of a single Monetary Penalty Assessment but may do so only once per person, if said person agrees in writing to abide by the Rules and Regulations in the future.

8. Cumulative Remedies

Assessment of a Monetary Penalty or issuance of a Written Warning or Urgency Warning does not in any way limit the ability of the Association to further seek cumulative remedies or injunctive relief or to take appropriate legal action, at the expense of the violator, pursuant to the governing documents of the Association and Civil Code Sections 1350, et seq.

9. Principles of Rules Administration

Enforcement of rules shall be based on the following principles:

A. No Favoritism

Decisions of the Board of Directors regarding enforcement of rules violations will be based solely on the rule(s) violated and on the facts of each case.

B. Hearing of Evidence

At a duly noticed hearing, the Board of Directors will determine, based on the evidence, whether or not a rule has been violated.

C. Consistency

The Board of Directors shall have examined past practice to determine what type of action is to be taken for each type of violation in order to consistently assess reasonable penalties.

D. Retroactive Enforcement

No new rule shall be enforced retroactively.

E. Prospective Enforcement

Lack of enforcement of a rule is not a bar from prospective enforcement, if the Board of Directors notifies Members of the Association that future violations of such a rule will be enforced.

End of Rules & Regulations

Table of Fees and Monetary Penalties

DEPOSITS

- Club Room Deposit: \$200 (refundable) Cash or Cashiers Check ONLY!

DOCUMENTS

- | | |
|-----------------------------|-----------------------|
| • CC&Rs | \$25 |
| • Condominium Plan | \$25 |
| • By Laws | \$20 |
| • Fidelity Bond | \$10 |
| • Complete Master Policy | \$25 |
| • Budget | \$5 |
| • Financial Statement | \$5 |
| • Reserve Study | \$5 |
| • Articles of Incorporation | \$5 |
| • Rules & Regulations | \$5 |
| • Minutes | \$12 (6 sets or less) |

PRODUCTS

- | | |
|------------------------------------|----------------|
| • Air Conditioning Filter (Small) | \$2 |
| • Air Conditioning Filter (Medium) | \$3 |
| • Air Conditioning Filter (Large) | \$4 |
| • Copies | .15¢ each |
| • Gate Keys (permanent issue) | \$10 |
| • Gate keys (loaner keys) | \$10 (deposit) |
| • Remotes | \$30 |
| • Facilities Keys | \$10 |

SERVICES

- | | |
|---|--|
| • Emergency Repairs | \$90 per hr (1/2 hr min) + cost of parts |
| • Garage parking stall cleaning | \$25 |
| • Admin prep re-finance documents | \$50 |
| • Admin Services for unit sale (Seller) | \$190 |
| • Admin Services for unit sale (Buyer) | \$50 |
| • Use of bicycle storage room | \$25 per year per bicycle |
| • Club Room Use | \$25 |

MISCELLANEOUS FEES & OTHER CHARGES

- | | |
|---------------------------------------|--------------------|
| • Unreturned keys at escrow closing | \$50 |
| • Moving Deposit: | \$250 (refundable) |
| • Move in processing fee | \$75 |
| • Violation of CC&Rs | \$50 |
| • First offense loose cat/ dog / pet | Warning |
| • Second offense loose cat / dog/ pet | \$50 |
| • Third offense loose cat / dog / pet | \$100 |

RULES VIOLATION MONETARY PENALTY ASSESSMENTS

- Low \$50
- Medium \$100
- High \$250

ARCHITECTURAL STANDARD MONETARY PENALTY ASSESSMENTS

- First violation (up to) \$100
- Second violation \$100 - \$700
- Third violation \$500 - \$1000
- Additional violations (up to) \$3000 (per occurrence)