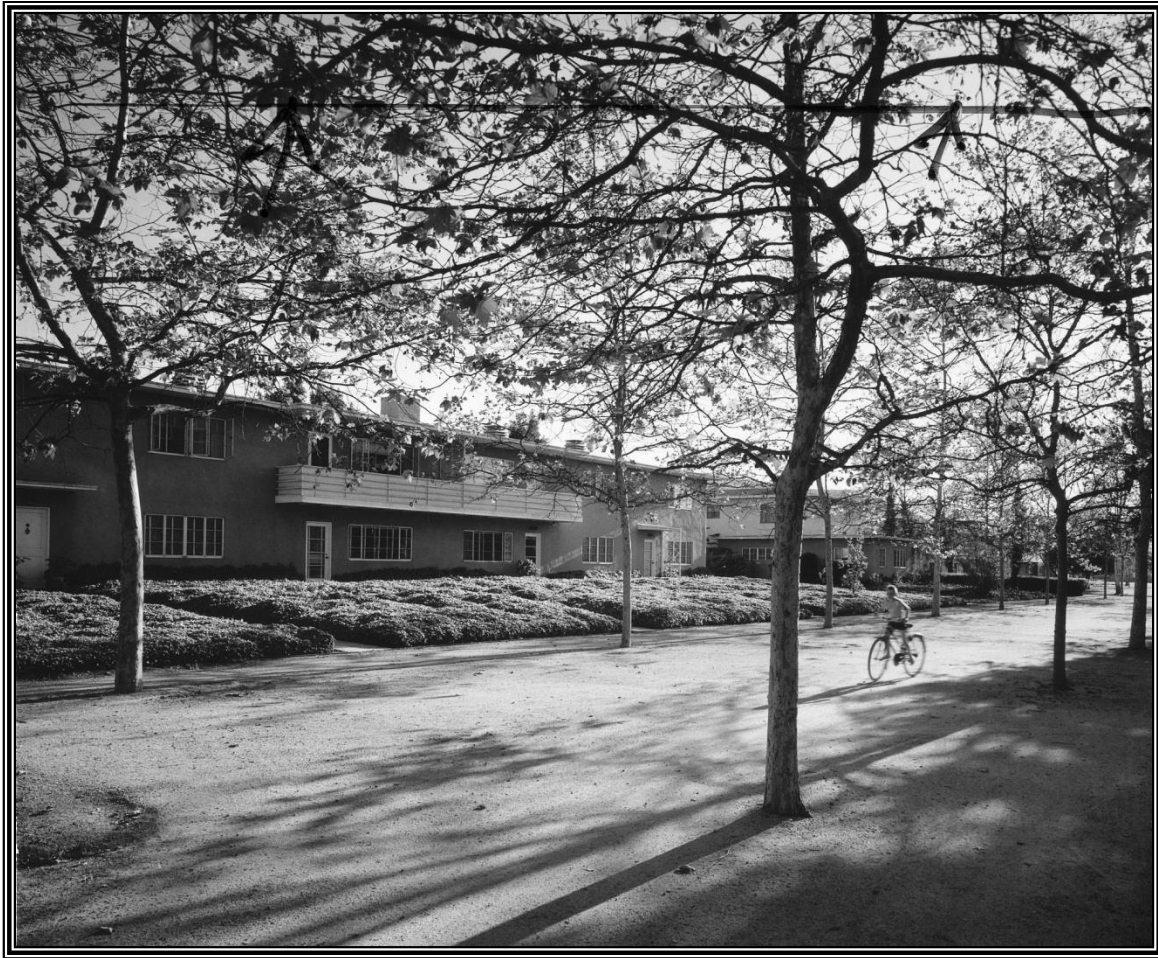


THE

# VILLAGE GREEN

*HANDBOOK*

*JANUARY 2015 EDITION*



NATIONAL HISTORIC LANDMARK

**THE VILLAGE GREEN OWNERS ASSOCIATION**  
5300 Rodeo Road  
Los Angeles, CA 90016-5207, (323) 294-5211  
[www.villagegreenla.net](http://www.villagegreenla.net)

# CHECKLIST FOR NEW OWNERS

## WELCOME TO THE VILLAGE GREEN!

This checklist is designed to ease your transition to life in your condominium community.

### 1. REGISTER AT THE OFFICE

All residents need to fill out an emergency information form, register their vehicle(s), and receive a garage assignment, parking passes, and a key to the laundry rooms. By the time you purchase your unit, you should have received a copy of the Village Green's CC&R's, Bylaws, and this handbook.

### 2. READ THIS VILLAGE GREEN HANDBOOK

This handbook describes the community's architectural history, explains its governing structure, and lists important regulations.

### 3. MEET YOUR COURT COUNCIL REPRESENTATIVE

Your Court Council representative will help answer your questions and introduce you to the neighbors in your court. The name of your Court Representative is posted in each laundry room.

### 4. CONSIDER VOLUNTEERING TO ENHANCE THE QUALITY OF LIFE AT THE VILLAGE GREEN

There are a number of committees you can join. Get involved with a short or long term project, or consider a position with the Board of Directors. More information appears in the monthly Newsletter and in *Highlights*, the quarterly publication of the Village Green. Committee meeting times are posted on the website [www.villagegreenla.net](http://www.villagegreenla.net).

### 5. BEFORE MODIFYING YOUR UNIT, CONSULT FIRST WITH MANAGEMENT

Any modifications, exterior or interior, to your unit may trigger provisions in our CC&R's or impact our National Historic Landmark status. Therefore, please contact the Village Green office prior to attempting any modification work so that the Manager may advise you regarding the correct procedures to follow. The use of licensed, qualified contractors is essential as is the pulling of permits from the City of Los Angeles Department of Building and Safety when required (especially for water heater and furnace replacements).

Many changes to your unit may also require additional review by the Village Green's Design Review Committee and approval by our Board of Directors. The following in particular usually trigger this type of review process, so please arrange a consultation first before attempting any work:

- Exterior penetrations (e.g., for dryer vents, tankless water heaters, etc.)
- Changes to any structural elements (e.g., moving walls, relocating doors, changing floor surfaces)
- Plumbing alterations
- Electrical upgrades
- Washer/dryer installations

Prior review by the Design Review Committee and approval by the Board of Directors will streamline the process and save you time and trouble.

**6. CONSIDER THE FOLLOWING SAFETY/SECURITY RECOMMENDATIONS**

- Turn on your front and back porch lights after dark.
- Request guards for escort service from your unit and garage/parking spot.
- Immediately report anything suspicious to Village Green security.
- In an emergency, phone 911.
- Report any crimes to both LAPD and Village Green security.
- For their personal safety, supervise children at all times, especially in the common areas.

**LOG ONTO THE WEBSITE [www.villagegreenla.net](http://www.villagegreenla.net) FOR PERIODIC UPDATES AND NEWS**

**AMENDED AND RESTATED RULES AND REGULATIONS**  
**January 27, 2015**

**FORWARD**

Pursuant to the authority granted to the Association's Board of Directors (the "Board") in Article 5, Section 5.1 of the Association's Declaration of Covenants, Conditions and Restrictions and Grant Easements (the "CC&Rs"), the Board has approved of the following rules and regulations (the "Rules"). Please note that the Rules are supplemental to the terms, provisions, and conditions set forth in the CC&Rs and the Association's Bylaws. If there is a conflict between the CC&Rs and/or the Bylaws and the Rules, the CC&Rs and the Bylaws will take precedence.

The purpose of the Rules is to enable residents to enjoy living in a pleasant environment with the highest regard and respect for your neighbors. The Board believes that these Rules will help assure a comfortable living situation for the residents of Village Green and to help maintain the highest property values. The enjoyment of your property is dependent on the willingness of the residents, both as individuals and as a community, to enforce these Rules. The Rules will be enforced in a uniform manner, and they are binding on all residents whether homeowners or tenants, and all family members, guests, agents and invitees of an owner and/or a tenant.

Any questions, complaints, requests for repairs or other matters regarding the Rules should be addressed to the Board as follows:

The Village Green Owners Association  
5300 Rodeo Road  
Los Angeles, California 90016-5207  
Attention: Property Manager  
Telephone: (323) 294-5211  
Facsimile: (323) 294-0151  
Email: [villagegreen5300@sbcglobal.net](mailto:villagegreen5300@sbcglobal.net)  
Website: [www.villagegreenla.net](http://www.villagegreenla.net)

Your cooperation, encouragement, input of information and understanding are greatly appreciated.

The Village Greens Owners Association

The Board of Directors

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## ARTICLE 1- HISTORY



### **THE VILLAGE GREEN PAST & PRESENT**

In the first half of the Twentieth Century, a movement arose to provide moderately priced housing for a rapidly growing urban population and find answers to the problems created by the emerging automobile culture. The first planned communities that were developed in response to these pressures were constructed in the eastern United States. They gave rise to planning theories that came to be known as the “Greenbelt Movement.”

It was the desire to build such a community on the West Coast that inspired creation of Baldwin Hills Village, now known as The Village Green. A search was begun for a piece of relatively flat, underdeveloped land close to metropolitan Los Angeles, where the new planning theories could be implemented. The search ended in 1935 with selection of the present site, once a part of the original Rancho Cienega land grant from the King of Spain. E.G. “Lucky” Baldwin had purchased the property through his daughter and lent his name to the project, which became known as Baldwin Hills Village.



## **GREENBELT AND SUPERBLOCK**

Conceived as a refinement of the earlier greenbelt planning, Baldwin Hills Village was developed around the idea of the superblock. The original plans called for a block of eighty acres (although only sixty-eight acres were actually developed) undivided by through streets, so that pedestrian and automobile traffic would be separate and residential units would face open green spaces.

After much planning, a group of architects, headed by Reginald D. Johnson, began in 1938 to secure the necessary city and federal approvals for the project. This involved getting the property annexed to Los Angeles in order to obtain city utilities. In time, ninety-five buildings emerged on the drawing boards. They contained sixty hundred twenty-seven units (two more units were added later) that represented sixteen different floor plans. Forty-four of the sixty-eight acres were and still are devoted to greens and garden courts. The low density of 9.2 residential units per acre remains rare for housing so close to the city center.

Construction began in 1941, starting from Sycamore Street and moving west. When Baldwin Hills Village was completed the following year, the country was at war. Housing was in short supply due to the war effort, so units rented quickly, and the Village soon reached one hundred percent occupancy.

## **THE CONDO COMES**

Baldwin Hills Village was sold by a member of the Baldwin family to Terramics Associates in 1972. The new owners announced the conversion of the development to condominiums and changed its name to "The Village Green."

Conversion proceeded from the western end of the property. It was completed under a second developer (thus explaining the various "phases"). The first unit was sold in 1973. The Village Green Owners Association and its elected Board of Directors assumed management of the completed complex in 1978 after the sale of the final unit.

## **AWARD-WINNING DESIGN**

In 1946, when Baldwin Hills Village was only four years old, the Museum of Modern Art in New York named it one of the most significant works of architecture in the nation. That same year, it won a distinguished honor award from the Southern California Chapter of the American Institute of Architects ("AIA").

In 1972, the AIA honored The Village Green with its twenty-five year National Award for Excellence. Four years later, in the year of the U.S. Bicentennial, the AIA listed Village Green among the architectural accomplishments of the most enduring significance in U.S. history.

The Village Green won yet another award during the condominium conversion. The Cultural Heritage Board of the City of Los Angeles recognized it officially as Historic-Cultural Landmark No. 174 in 1977.

## **PERMANENT PLACE FOR VILLAGE GREEN**

In May 1990, The Village Green began a two year observance of its fiftieth anniversary. The occasion was marked by a week-long celebration during which Los Angeles City Councilmember Ruth Galanter presented plaques recognizing both The Village Green and Robert Alexander, the last surviving architect of the project. The week culminated with a presentation in which Mr. Alexander outlined both the design concepts and the history of the experiment that the architects had originally called "Thousand Gardens." During his visit, Mr. Alexander consulted with homeowners regarding presentation and application for the National Register of Historic Places, a special program of the U.S. Department of the Interior to recognize and preserve the most valuable contributions to the nation's cultural heritage.

The Village Green was added to the National Register of Historic Places in 1993, and was designated a National Historic Landmark in 2001. National Historic Landmarks are nationally significant historic places designated by the U.S. Secretary of the Interior because they possess exceptional value or quality in illustrating or interpreting the heritage of the United States. Fewer than 2,500 historic places bear this national distinction.

The Village Green continues to be both a desirable place to live and a destination for students of architecture, landscaping, and urban planning. The distinctions it has garnered in its more than seventy years of existence are a tribute to the innovative planning of the architects who conceived it.

## **ARTICLE 2- DEFINITIONS**

Section 2.1 **TERMS AS DEFINED IN THE CC&RS.** All capitalized terms not otherwise defined herein shall have the meanings assigned to them in the CC&Rs.

Section 2.2 **ASSESSMENTS.** As more specifically described in the CC&Rs, "Assessments" shall mean that portion of the cost of maintaining, improving, repairing, operating and managing the Village Green condominium project and the cost of enforcing the Association's Governing Documents, that is to be paid by each Owner, as determined by the Association, and includes regular and special assessments.

Section 2.3 **ASSOCIATION.** The Association shall mean The Village Green Owners Association, a California non-profit mutual benefit corporation formed to operate the condominium project. The Articles of Incorporation established the Association on August 9, 1973 (and were amended on July 22, 1974), and describe its purpose.

Section 2.4 **ASSOCIATION PROPERTY.** "Association Property" shall mean all real property and easements on real property now owned or hereafter acquired by the Association, together with any fixtures or structures acquired or constructed by the Association on such real property or easements.

Section 2.5 **BOARD OR BOARD OF DIRECTORS.** The "Board" or "Board of Directors" shall mean the body of duly elected representatives charged with the responsibility of governing the affairs of the Association.

Section 2.6 **BYLAWS.** The “Bylaws” shall mean the Association’s Bylaws which contain the administrative and operational procedures governing the Association and its members, i.e., procedures regarding notice of meetings and election of the Board. If there is a conflict between the Bylaws and the CC&Rs, the CC&Rs will control.

Section 2.7 **CC&RS.** The “CC&Rs” shall mean the Association’s Declaration of Covenants, Conditions and Restrictions and Grant of Easements which describe, among other things, the duties and powers of the Board, the privileges and responsibilities of the Owners, and procedures for imposing Assessments against the Owners to finance the operation and maintenance of the Common Areas. The CC&Rs also impose restrictions on use of the Common Areas, among other things, and provide a mechanism for recording liens against an Owner’s Unit (as defined below) when Assessments are not paid.

Section 2.8 **COMMON AREAS.** The “Common Areas” shall mean the entire Project (as defined below in this Article 2), excepting therefrom the Units and the Association Property. Common Areas reserved for a Resident’s (as defined below in this Article 2) exclusive use are: garages, patios, porches, and balconies. Common Areas for the use of all Residents include, but are not limited to, the clubhouse, greens and walkways, laundry rooms and drying areas, open court parking areas not assigned to a Unit and trash disposal areas.

Section 2.9 **CONDOMINIUM.** A “Condominium” shall mean a condominium as defined in the California Civil Code (the “Civil Code”), as used in the Governing Documents, a Unit together with an undivided fractional interest in all the Common Areas conveyed with the Condominium and any nonexclusive easements appurtenant thereto.

Section 2.10 **GOVERNING DOCUMENTS.** The “Governing Documents” shall mean the CC&Rs, Bylaws, Rules and other documents governing the operation of the Association and its membership.

Section 2.11 **GUEST.** A “Guest” (for parking permit purposes) shall mean any person visiting a Resident who does not stay overnight on the Association’s premises more than two (2) nights in any week.

Section 2.12 **MANAGER.** The “Manager” shall mean the property manager hired as an employee of the Association, or as an employee of a management company selected by the Board, and charged with the responsibility of efficiently administering the day-to-day activities of the Association under the supervision of the Board.

Section 2.13 **OWNER.** An “Owner” shall mean the record owner of a Condominium on the Project, i.e., anyone who has purchased a Unit in the Project and who has title thereto vested in his/her name.

Section 2.14 **PROJECT.** The “Project” shall mean the Property, the Association Property, and all improvements and structures thereon, including the Units.

Section 2.15 **RESIDENT.** A “Resident” shall mean any person living in a Unit, including an Owner or a Tenant (as defined below in this Article 2), as applicable.

Section 2.16 **TENANT.** A “Tenant” shall mean any Resident who is not an Owner or a Guest.

Section 2.17 **UNIT.** A “Unit” shall mean the element or elements of the Project, other than Association Property and the Common Areas, which are not owned in common by the Owners

of the Condominiums in the Project. For example, a Unit includes the airspace within the unit, and the interior surfaces of the walls, floors, ceilings, windows, and doors of the separately numbered units.

### **ARTICLE 3- ADMINISTRATION**

Section 3.1 **BOARD OF DIRECTORS.** The Board consists of Owners elected by the Owners. The Board serves voluntarily and without pay. Each member is elected for a two (2) year term, and elections are held by secret ballot, as required by the Civil Code, with votes being counted at the annual homeowners meeting. Board responsibilities include directing the organization, fiscal management, and conduct of the Association's business. The Board has the power to enforce the provisions of the Governing Documents and to adopt new Rules as needed. The Bylaws provide for nine (9) directors, elected to staggered 2-year terms.

Section 3.2 **OFFICERS.** The Bylaws provide that the following officers shall be appointed by the Board: President, Vice President, Secretary and Treasurer. All officers must be directors. One (1) person may hold two (2) or more offices except that the same person shall not act as President and Secretary.

Section 3.3 **BOARD MEETINGS.** Regular Board Meetings are held the 4<sup>th</sup> Tuesday of every month at 7:00 p.m. in the Clubhouse. Time is allotted at the beginning of these meetings for Owners to address the board regarding any concerns or suggestions.

Section 3.4 **ANNUAL ELECTION MEETING.** An annual Association election meeting is held the first Saturday in February of each calendar year to elect directors to the Board.

Section 3.5 **MEMBERSHIP MEETING.** Meetings of the Owners may be called by the President, by the Board or by a petition submitted to the Board which is signed by at least 5% of the Owners.

Section 3.6 **ASSOCIATION RECORDS.** Minutes of the most recently held open session portion of Board meetings are posted on the Clubhouse bulletin board. On written request, Owners may inspect the membership register, and other such books and records, and minutes of the meetings of the Owners, the Board and committees of the Board as permitted by the Civil Code in the administration office located in the Clubhouse.

Section 3.7 **MANAGER AND ASSOCIATION STAFF.** The Manager is charged with the responsibility of efficiently administering the day-to-day activities of the Association under the supervision of the Board. The office staff also consists of an Assistant Manager, Facilities Coordinator, Administrative Assistant, the Maintenance Manager and support staff. The Manager and office staff hours of operation are from 8:00 a.m. to 5:00 p.m. Monday through Friday. The office is closed from 12:00 p.m. to 1:00 p.m. daily. The office is open to walk-in visitors from 8:00 a.m. to 11:00 a.m. and 3:00 p.m. to 5:00 p.m. each weekday. The office is closed from 12:00 p.m. to 1:00 p.m. daily.

Section 3.8 **VOLUNTEER INVOLVEMENT; COMMITTEES.** Committees are appointed by the Board of Directors and function in specific areas of Association interest. Committee members are Owners or Residents who volunteer their time to the Village Green community, and serve at the discretion of the Board. Pursuant to the Bylaws, no committee member may

receive compensation. Owners are encouraged to participate in the affairs of the Association and to strengthen the integrity of the community by seeking to join a committee. Meeting times are published in *Highlights* and are also available on the website [www.villagegreenla.net](http://www.villagegreenla.net). Ad hoc committees are established by the Board as needed. The following are the Association's standing committees:

**A. BUDGET AND FINANCE COMMITTEE.** The function of the Budget and Finance Committee is to study all factors affecting Village Green costs and income, monitor current expenses, assist the Board of Directors and/or the Manager on any specific problems that may arise relating to financial matters, and make recommendations to the Board concerning efficient handling of these items. It contributes to year-round planning.

**B. COURT COUNCIL.** The Village Green is divided into seventeen (17) courts plus the East and West Circles. Each court has a volunteer representative on the Court Council. The East and West Circles together have a single representative. These representatives report individual court problems and make suggestions to the Court Council. The Court Council, in turn, appraises the Board, the Manager, or appropriate committees of conditions that adversely affect Village Green Residents, and it recommends possible solutions. The representatives also communicate information from the Board and distribute written information to the Residents in their courts.

**C. COMMUNICATIONS COMMITTEE.** The Communications Committee seeks to foster community involvement and expand reader awareness and understanding about issues affecting the Village Green and its surrounding area. It produces the quarterly *Highlights* publication, a monthly update and oversees the Green's website and social media.

**D. CULTURAL AFFAIRS COMMITTEE.** One of the overriding goals of the Village Green is to maintain a sense of community. Toward this goal, the Cultural Affairs Committee solicits, plans and implements cultural events, entertainment and other activities designed to bring members of the community together.

**E. DESIGN REVIEW COMMITTEE.** The Design Review Committee's major purpose is to advise the Board on preservation of the architectural integrity of Village Green as an internationally known cultural landmark and National Historic Landmark. Its activities include monitoring the architectural status of the Common Areas, advising the Board and Manager on maintenance and preservation of the physical components (using the CC&Rs and Bylaws as guide), and reviewing Owners' applications for architectural alterations to their Units. The Committee also works with local, state and national organizations on preservation projects related to Village Green. The Design Review Committee reviews all requests for physical changes to the Common Areas or areas reserved for Residents' exclusive use (patios and balconies) but owned by the Association. The Design Review Committee also reviews requests for interior changes that affect portions of the building that are part of the Common Areas (e.g., walls, electrical infrastructure, plumbing, etc.). After reviewing requests, the Design Review Committee makes recommendations to the Board, which votes on the request in accordance with Section 9.4.

**F. LANDSCAPE COMMITTEE.** The Landscape Committee advises and makes recommendations to the Board concerning the preservation and maintenance of the

Common Area grounds and monitors the grounds-keeping activities of the landscape contractor.

**G. SAFETY COMMITTEE.** The Safety Committee works to ensure that our community remains a safe place to live. In addition to hosting meetings with local law enforcement, the Safety Committee works to monitor the Village Green security force, and has been involved in projects such as evaluating the lighting within the Project, establishing a Neighborhood Watch program, and working to get a Village Green Emergency Plan in place.

**H. SOCIAL RECREATION COMMITTEE.** The Social Recreation Committee promotes friendship among the Village Green Residents and nearby community by providing Village Green and community residents an opportunity to participate in recreational activities at the clubhouse. It also provides social activities, intellectual and cultural events, trips and tours for fun and relaxation, and provides needed improvements and enhancement of the Clubhouse for recreational activities.

**I. TREE COMMITTEE.** The Tree Committee advises and makes recommendations to the Board on matters pertaining to the preservation and maintenance of the trees, monitors tree pruning and removal by contractors, and facilitates the planting of new trees.

Section 3.9 **VILLAGE GREEN WEBSITE.** The official Village Green website is located at: [www.villagegreenla.net](http://www.villagegreenla.net).

Section 3.10 **ASSOCIATION SERVICES.** The Association provides the following services:

**A. Regular.**

**1. Insurance.** Insurance on the Common Areas and the Association Property, *exclusive* of damage by earthquake or flood.

**2. Maintenance.** Maintenance of all Common Areas, Association Property, and the exterior of Units. Maintenance is supervised by the Manager. Requests for routine maintenance services for the Common Areas and/or the Association Property should be filed on the "Maintenance Request and Work Order" form available in laundry rooms or at the management office. Completed forms should be turned in at the management office or in the laundry rooms.

**3. Escort/Patrol Service.** *Escort/Patrol* service is provided twenty-four (24) hours each day. An escort can be arranged by calling: (800) 986-3868. An Escort/Patrol guard will accompany Residents from their garage/parking spot to the entrance of their Unit and from the Clubhouse to the entrance of their Unit. Escort service is not available for trips between courts. Residents may also obtain an escort by parking directly east of the administrative office, where a call box is available for paging Escort/Patrol, by entering 8140\*. Do not honk your vehicle horn while waiting for the Escort/Patrol. FOR TRUE EMERGENCIES, CALL 911.

**4. Pest Control.** Pest Control in the Common area. Owners and/or Residents should report the presence or suspected presence of vermin (including, but not limited to, rats, termites, opossums and similar creatures) to the Manager.

**B. Special.** Minor repair services on items that are not part of the Common Area and/or the Association Property are available, at the Owner's expense, when maintenance staffing permits. To obtain these repair services, please use the "Maintenance Request and Work Order" form available in your laundry area or at the management office. Owners will be charged per hour, with an hour minimum Monday through Saturday. Check with the management office for the current rate schedule.

**C. Emergency.** Call 911 for true life threatening emergencies. Emergency maintenance services may be requested after regular business hours, or at any time the Manager is unavailable, at the following phone numbers: Escort and Patrol: (800) 986-3868, and also at (800) 679- 2278. To avoid misunderstandings about the responsibilities of the Association or the Owners for an emergency service, call the Maintenance Manager first to assess the problem. If the Owner and/or Resident do not call the Maintenance Manager first before calling for outside help, he or she will be considered to have waived such person's right to hold the Association liable or responsible for any damage or loss to such person.

#### **ARTICLE 4- PERSONS SUBJECT TO GOVERNING DOCUMENTS**

Section 4.1 **RESPONSIBILITY OF OWNER FOR ACTIONS OF OTHERS.** Each individual Owner shall be accountable and responsible for his/her actions, as well as the actions of (i) the non-Owner Residents living in an Owner's Unit, (ii) an Owner's Guest(s), and (iii) an Owner's Tenant(s) and the Tenant's Guest(s). Accordingly, each Owner is responsible for the payment of all fines and penalties assessed against a Unit after notice and a hearing. Each Owner, as well as a Resident, Tenant and any Guest, must abide by the provisions of the Governing Documents.

#### Section 4.2 **TENANT PROVISIONS.**

**A.** Each Owner must immediately notify the Manager that the Owner is leasing his/her Unit to a Tenant and provide the Manager with a copy of the written lease with the Tenant, or if there is no written lease with a written description of all terms of any oral lease of the Unit. In addition, such Owner must provide the Manager with the full name(s) of the Tenant(s).

**B.** Each Owner is responsible for providing their Tenant with a current copy of the Governing Documents.

**C.** Each Owner who does not reside in his/her Unit must provide the Association with the Owner's offsite address and telephone number.

**D.** Lease terms shall be a minimum of one (1) year. In addition, all Owners who lease their Units shall do so for residential purposes only and in compliance with the provisions of Article 11, Section 11.1(A) of the CC&Rs.

## **ARTICLE 5- STORAGE**

Section 5.1 **GENERAL.** Residents are responsible for keeping the Common Areas free from debris, litter, or any collection of personal property.

### Section 5.2 **PLANTERS, ETC.**

**A.** Planters, pots, window boxes and other similar apparatus for growing plants, flowers, trees or other foliage are not permitted in or on any of the Common Area.

**B.** Residents are responsible for plants, trees and flowers planted or placed within their balconies, patios or porches. All plant life must remain within the perimeter of such Resident's balcony, patio or porch. Any plantings visible from the exterior of a Unit must be kept in good condition by the Resident. Additional requirements regarding landscaping are set forth in Article 8 below.

### Section 5.3 **PERSONAL PROPERTY.**

**A.** Nothing shall be placed or stored in the Common Area. This prohibition includes, but is not limited to, shopping carts, debris, trash, toys, bicycles, garden hoses, and any other personal items.

**B.** Balconies, patios and porches (including the walls and/or railings surrounding them) are not to be used as storage areas for any item, including but not limited to, mops, brooms, trash cans, boxes, cardboard fencing, clothes lines, rags, bicycles, pet cages, newspapers, building materials, household cleaners and other personal items if such items are visible from the Common Area or other Units. Residents may place patio or deck furniture and plants, trees and flowers and other articles pertinent to outdoor living on balconies, patios and porches but not on top of the walls and/or railings thereof. The Board reserves the right to evaluate the aesthetic value of any article or device visible from the exterior and may require its removal.

**C.** Residents and Guests may not throw anything (including, but not limited to cigarette butts, trash and other debris) over balcony, patio or porch railings or sweep water or dirt off patio, porches or balconies so as to create a nuisance or hazard in another Resident's Unit or in the Common Areas. Balconies should be wet mopped.

**D.** No storage of flammable materials, including, but not limited to, paint, gasoline, or diesel fuel cans, or any material with a flash point below one hundred fifty (150) degrees Fahrenheit, or any highly corrosive or explosive solid, liquid, gas, chemical substance or other material which may be extra hazardous to life, limb, or property is permitted in the Project without in each case obtaining the written consent of the Association. In addition, no items may be stored in violation of any city, county, state or federal laws.



## ARTICLE 6- PARKING

### Section 6.1 VEHICLE REGISTRATION.

**A. REGISTRATION REQUIREMENT:** All Residents must register a vehicle with the Association and obtain a valid parking permit for the vehicle before parking it overnight on Association Property.

**B. PERMIT ISSUANCE:** A parking permit will be issued only to the registered owner of the vehicle and only after a copy of the vehicle's registration with the California Department of Motor Vehicles is provided.

**C. NO SWITCHING PERMITS:** A parking permit is valid only for the vehicle for which it is issued and may not be switched to another vehicle, but may be reissued to another vehicle by the Village Green management upon request.

### Section 6.2 RESIDENT PARKING PERMITS.

**A. ORANGE PERMIT FOR FIRST VEHICLE:** Each Unit is assigned one (1) garage by the Association for the parking of one (1) vehicle. The first vehicle registered to each unit is given an orange parking sticker for garage parking, and may not be parked overnight (between the hours of 1:00 a.m. and 6:00 a.m. each day) in the open court areas.

**B. GREEN PERMIT FOR SECOND VEHICLE:** The second vehicle registered to each unit is given a green parking sticker, and may be parked in the open court parking areas at any time. Such vehicles, however, are prohibited from remaining in the same parking space for more than fourteen (14) consecutive days without the prior written consent of the Village Green management.

**C. RED PERMIT FOR ADDITIONAL VEHICLES AND LARGE VEHICLES:** The third vehicle and any additional vehicle registered to each unit is given a red parking permit for parking on Rodeo Place, and may not be parked overnight (between the hours of 1:00 a.m. and 6:00 a.m. each day) in the open court areas. Large vehicles, such as recreational vehicles, campers, boats, boat trailers, and motor homes, may be parked overnight only on the perimeter of the Project (see sec. 6.5) and not in the open court areas. Such vehicles are given red parking stickers.

**D. TEMPORARY PARKING PERMITS:** A temporary parking permit allowing a vehicle to park in the open court areas at any time for a specified number of days may be issued due to extenuating circumstances at the discretion of the Village Green management. Temporary parking permits must be displayed by hanging from the rear-view mirror.

**E. DISPLAY OF PARKING PERMITS:** Resident parking permits (other than temporary permits) must be affixed to the bottom left corner of the rear window of the vehicle. For cars with tinted windows, the permit may be placed on the passenger side of the front windshield.

### Section 6.3 GUEST PARKING.

**A. GUEST DEFINITION:** A "Guest," as defined in section 2.11, is any person visiting a Resident who does not stay overnight on the Association's premises more than two (2) nights in any week.

**B. GUEST PARKING TAG:** Each Unit is allowed one (1) red laminated hanging tag for Guest parking. A Guest parking overnight on Association Property, whether in the open court areas or on the perimeter, must hang the Guest parking tag from the rear view mirror.

**C. GUEST PARKING AREAS:** A Guest displaying a valid red Guest parking tag may park in the open court areas at any time and also may park on Rodeo Place.

**D. MISUSE OF GUEST PARKING TAG:** A Guest parking tag may not be used in a vehicle other than a Guest vehicle.

#### Section 6.4 **OPEN COURT PARKING.**

**A. NO OVERNIGHT PARKING WITHOUT A GREEN PERMIT OR GUEST TAG:** Parking in the open court areas between the hours of 1:00 a.m. and 6:00 a.m. each day is restricted to vehicles properly displaying either a green permit, a Guest tag, or a temporary parking permit.

**B. 1-HOUR LIMIT FOR LARGE VEHICLES:** Large vehicles, such as recreational vehicles, campers, boats, boat trailers, and motor homes may be parked in an open court area for no more than one (1) hour.

**C. 14-DAY LIMIT:** No vehicle may remain in the same open court parking space for more than fourteen (14) consecutive days without the prior approval of the Village Green management. Permission may be granted to park for such an extended period if a Resident is on vacation and/or illness prevents the Resident from moving the vehicle provided that prior written notice is given to the Village Green management.

**D. HEAD IN ONLY:** Vehicles parked in an open court parking space must be parked "head in" to the curb to protect hedges and other plant life from being crushed or harmed by exhaust fumes.

**E. TOWING OF UNIDENTIFIED VEHICLES:** Any vehicle without a Village Green parking permit or Guest tag that is parked in an open court area between the hours of 1:00 a.m. and 6:00 a.m. may be towed in accordance with Section 6.11 below.

#### Section 6.5 **PERIMETER PARKING.**

**A. PERIMETER AREA:** Parking areas on Rodeo Place (the road parallel to and south of Rodeo Road) are Association Property. These Rules govern parking on Rodeo Place. Parking areas on Hauser Boulevard and on Coliseum Street are not Association Property and are not subject to these parking rules. The City of Los Angeles controls parking on Hauser Boulevard and Coliseum Street, and individuals parking there are advised to read the posted signs.

**B. PERMIT REQUIREMENT:** All vehicles parked on Rodeo Place overnight (between the hours of 1:00 a.m. and 6:00 a.m.) must display a valid Village Green parking permit (orange, green, red, or temporary) or Guest parking tag.

**C. 14-DAY LIMIT:** No vehicle may remain in the same parking space on Rodeo Place for more than fourteen (14) consecutive days without the prior written consent of the Village Green management. Permission will be granted to park for such an extended

period if a Resident is on vacation and/or illness prevents the Resident from moving the vehicle provided that prior written notice is given to the Village Green management.

**D. HEAD IN ONLY:** Vehicles parked on Rodeo Place must be parked “head in” to the curb to protect hedges and other plant life from being crushed or harmed by exhaust fumes.

**E. TOWING OF UNIDENTIFIED VEHICLES:** Any vehicle without a Village Green parking permit or Guest tag that is parked on the perimeter between the hours of 1:00 a.m. and 6:00 a.m. will be towed in accordance with Section 6.11 below.

Section 6.6 **RENTED GARAGES.**

**A. GARAGE RENTAL:** Owners requiring an additional garage may rent a garage from the Association.

**B. RENTAL REQUIREMENTS:** Rented garages will be rented only to Owners in good standing, as defined in article III, section C.9. of the Bylaws, only for parking vehicles registered with the Village Green, and at the discretion of the Board. Those Owners interested in renting a garage must submit a written request to the Manager and sign a rental agreement. An Owner may rent a rented garage on a month-to-month basis for a period of no less than one (1) month.

**C. RENTAL FEE:** A monthly rental fee at a rate set by the Board of Directors will be charged for use of the rented garage and is due and payable on the first (1<sup>st</sup>) day of each month.

**D. ORANGE PARKING PERMIT:** Owners renting a second garage will be issued a second orange permit for garage parking, rather than a green permit, for the second vehicle registered to the unit.

**E. MAINTENANCE, REPAIR AND INSPECTION:** Vehicles and other items must be removed from any rental garage upon reasonable notice and for a reasonable period of time to allow the Association to perform maintenance, repair or inspection of Association Property.

Section 6.7 **NO PARKING.** No parking is allowed in the following areas or manners:

**A.** In any area other than a designated parking spot or garage.

**B.** In a manner that interferes with access to or circulation within the Project.

**C.** In an area designated “Fire Lane.”

**D.** In an area designated “No Parking” or marked with hatch marks.

**E.** Adjacent to a red curb.

**F.** Adjacent to gates leading to any trash disposal area.

**G.** Behind another vehicle.

**H.** In front of a garage, except for the temporary loading or unloading of a vehicle.

I. In a parking space designated for disabled persons without a properly displayed and valid disabled parking placard or disabled license plate.

Section 6.8 **AUTOMOBILE REPAIRS AND WASHING.**

**A. NO AUTOMOBILE REPAIRS ON ASSOCIATION PROPERTY:** Automobile repairs are prohibited on Association Property, including the garages. Emergency repairs (such as jump starting, and tire changing are permitted. Disabled vehicles may not remain on Association Property for more than twenty-four (24) hours.

**B. CLEAN UP:** Residents are responsible for the prompt removal and clean-up of oil or other substances that may stain, discolor or otherwise damage Association Property.

**C. NO AUTOMOBILE WASHING ON ASSOCIATION PROPERTY:** Washing of vehicles on Association Property is not allowed.

Section 6.9 **GARAGES.**

**A. PARKING, NOT STORAGE.** Garages shall be used for the parking of one (1) vehicle and may not be used solely for storage purposes.

**B. NO SWITCHING OR SUBLEASING.** Residents may not switch garage assignments without prior written approval of the Association,. Subleasing of garages is prohibited.

**C. NO FLAMMABLES OR COMBUSTIBLES.** No flammable or combustible articles or substances shall be stored in any garage. In addition, no items may be stored in violation of any city, county, state or federal fire codes.

**D. NO COMMERCIAL USE.** No garage shall be used for any commercial purposes.

**E. CLOSE GARAGE DOOR.** Garage doors shall remain closed and locked at all times except when entering and exiting the garage or when the garage is being cleaned, maintained or repaired.

**F. ELECTRICAL SAFETY.** Connecting extension cords, drop lights or electrical cords of any kind to the electrical outlets or light fixtures in the garage is prohibited.

**G. MAINTENANCE, REPAIR AND INSPECTION.** Vehicles and other items must be removed from any garage upon reasonable notice and for a reasonable period of time to allow the Association to perform maintenance, repair or inspection of Association Property.

Section 6.10 **VEHICULAR NOISE AND SPEED.** Unnecessary or disturbing noise created by any vehicle is prohibited, such as excessive horn blowing, playing of loud music with open car windows, or "revving" of motors/engines. Vehicles shall not be driven at speeds in excess of fifteen (15) miles per hour within the Project.

Section 6.11 **TOWING.** Any vehicle parked in violation of these Rules may be towed at the vehicle owner's expense pursuant to California Vehicle Code Section 22658. The Association may remove a vehicle from Association Property without notice to the owner when such vehicle is parked: (i) in a manner that interferes with access or circulation within Association Property, (ii) in an area designated "Fire Lane", or (iii) in a parking space designated for disabled persons without a properly displayed and valid parking placard or disabled license plate.

Section 6.12 **DISCLAIMER.** The Association assumes no responsibility for injury or loss to person or property arising from the falling of tree limbs or other debris or any other casualty involving the use of vehicles on or near Association Property. Residents are advised to exercise caution when parking under tree canopies.

## **ARTICLE 7- LAUNDRY FACILITIES**

Section 7.1 **HOURS OF OPERATION.** Schedules posted in the laundry rooms ensure the Residents regular and unhurried access to laundry facilities. Part of each day including Saturday and Sunday is scheduled as follows: 8:00 a.m. - 2:00 p.m.: assigned; after 2:00 p.m.: as available. Residents are required to respect the assigned hours of others. The schedules must remain posted in the laundry rooms.

Sections 7.2 **PERSONS ALLOWED TO USE THE LAUNDRY ROOM.** The laundry room is for the use of Residents only.

Section 7.3 **SAFETY MATTERS.**

- A. When not occupied, the laundry room doors and windows must be kept closed and locked at all times; propping open the laundry doors or windows is not permitted. Keys to the laundry rooms may be obtained from the management office.
- B. Connecting extension cords, drop lights or electric cords of any kind to the electric outlets or light fixtures in the laundry rooms is prohibited.

Section 7.4 **MAINTENANCE.**

- A. Wet clothing and bedding and other laundry items may not be left hanging in the laundry room or left in the washing machines or dryers. All such items (whether wet or dry) must be dried in the designated drying areas located adjacent to the laundry room facilities or taken back to the Resident's Unit.
- B. Washing of heavily soiled (e.g. with blood or excrement) or chemically exposed items in the washing machines is prohibited.
- C. Washing of pet bedding in the washing machines is prohibited.
- D. The lint trap must be cleaned after each use of a dryer.

Section 7.5 **USE OF PROPERTY.** Mistreatment, abuse or any type of vandalism of property in the laundry rooms is prohibited. The laundry rooms shall not be used for personal storage of laundry soap and supplies. The shelves are provided for temporary use only. All persons using the laundry rooms are required to assist in maintaining the laundry rooms by throwing their trash in the laundry room trash containers. Trash containers in the laundry rooms may not be used for the disposal of household trash. The laundry rooms may not be used for commercial purposes.

Section 7.6 **LIMITATION OF LIABILITY.** The Association has no responsibility or liability for loss of or damage to personal items or injury to persons.

## **ARTICLE 8- LANDSCAPING GUIDELINES**

Section 8.1 **PRUNING AND REMOVAL OF PLANTS IN COMMON AREAS.** Owners are prohibited from pruning or removing plantings in the Common Areas without the prior written consent of the Association. Professional gardeners will do edging, cleanup, and watering. They will also provide necessary maintenance, such as pruning and removal of permanent trees and shrubs.

Section 8.2 **PLANTINGS.**

**A.** Owners may add seasonal color plantings, enriched ground cover or potted specimen plants to ground cover and shrub areas at the front, side or rear of their Unit. Individual plants are limited to herbaceous or woody plants with a maximum height and spread of two (2) feet. Container plants are limited to boxed or potted plants, within the Common Areas. Plantings at the base of trees and against wood sidings of fences or buildings are not permitted because excess water necessary for such plantings can damage the structures. The Board may prohibit or remove any plantings that degrade or detract from the established landscaping or that may damage the Common Area.

**B.** Owners may initiate landscape projects for their courts and in compliance with National Historic Landmark status by working together and in cooperation with the Landscape Committee. Owners involved may enhance the Project through financial contribution to purchase plant materials. However, Owners may not install more plantings than listed above in Subsection (a) without the prior written approval of the Board. Any requests to do the foregoing shall be submitted in writing to the Landscape Committee who will forward to the Board.

Section 8.3 **TREES AND PLANTS IN PATIOS.**

**A.** Owners may plant small trees in their patios, when approved by the Tree Committee as to species and location. Requests for approval should be addressed to the Village Green Manager, who will forward the request to the Tree Committee. Acceptable trees are those that will not ultimately overgrow more than 30% of the available air space or disrupt paving, buildings, or underground utility services. To control ultimate tree and root growth, it is strongly recommended that trees be planted in tubs or pots rather than in the ground. The ultimate height of a tree should be less than or equal to twenty (20) feet (natural or moderately trimmed) and the ultimate spread should be less than or equal to fifteen (15) feet (natural or moderately trimmed). Care of patio trees, including pruning, is the homeowner's responsibility.

**B.** If a Resident plants any prohibited tree or other plant, it will be removed at the Owner's expense, after notice and a hearing as provided in Article 19 below. The following is a list of prohibited trees and other plants:

1. Ficus and Coniferous "Christmas Trees" – the roots of these trees damage sewer lines.
2. Ivy and ficus repens vine (creeping fig) – these are invasive vines that damage the surface of buildings and patio walls.

3. Equisetum (commonly known as horsetail) – these plants have an invasive root system that damages Common Area vegetation.

C. Should a Resident notice that a tree in a patio is growing in such a fashion as to damage the Common Area, such Resident should forward a Maintenance Request and Work Order form to the Manager. If the Manager determines that pruning or removal is needed to maintain the integrity of the building and the Common Areas, the Association will perform the work. If the pruning is for no other purpose, then the cost is the Owner's responsibility. The Owner may employ a bonded tree trimmer at the Owner's expense.

Section 8.4 **WATERING.** The water used for the Common Area landscaping is from the on-site artesian well, which is a free source. The source of water for patio watering is the City of Los Angeles Department of Water and Power, paid for by the Association through the Owners' monthly regular dues. Residents are encouraged to be frugal with their water use on patios and balconies, sweep rather than hose down, water plants only as needed, and choose drought-tolerant plants when replanting.

Section 8.5 **DISPOSAL OF DEBRIS.** Sweeping debris from a patio, porch or balcony into the Common Area is not permitted. Patio debris is to be bagged and placed in the trash bins in the trash area.

## **ARTICLE 9- ARCHITECTURAL GUIDELINES**

Section 9.1 **GENERAL COMMENTS.** Because the Village Green is a condominium property, individuals own only the interior air space of a Unit up to the paint and finished surfaces of the walls, ceilings, floors and doors of the unit. Everything else, including the insides of walls, is Association or "common property," as are Common Areas for the "exclusive use" of an Owner, such as balconies, patios and porches (whether open or enclosed). The following policies and procedures have been established to ensure the safety of all Residents, preserve the architectural integrity of the Village Green, and protect property values for everyone's benefit.

Section 9.2 **BOARD ACTION; APPOINTMENT OF DESIGN REVIEW COMMITTEE.** The Board of Directors makes decisions regarding preservation of the architectural integrity of the Village Green, including all aspects of maintenance, repairs, and preservation of the physical components. The Board of Directors also reviews and approves Owners' applications for major architectural alterations to their Units. Furthermore, the Village Green's designation as a National Historic Landmark mandates that we follow certain architectural guidelines to protect this status. Pursuant to the authority granted to it in the Bylaws, the Board has the power to establish committees and, as such, the Board has established a Design Review Committee (the "DRC") to make recommendations to the Board regarding all additions, alterations or modifications to a Unit and/or the Common Area which require the approval of the Board. It is the Board's responsibility to give final written approval based upon recommendation by the Design Review Committee for any physical changes to the Common Areas or to Association areas that are reserved for Residents' exclusive use. DRC review and Board approval are also required for interior changes that affect either the structure of the unit or the safety of other Owners (i.e., electrical wiring, plumbing, etc.).

Section 9.3 **GENERAL ARCHITECTURAL RESTRICTIONS.**

**A.** Pursuant to Article 11, Section 11.2(B) of the CC&Rs, nothing may be altered or constructed in or removed from the Common Areas or the Association Property, except with the prior written consent of the Board. In addition, nothing may be done in the Common Areas or on the Association Property which would impair the architectural integrity of the buildings or the landscape without the prior written consent of the Board.

**B.** Pursuant to Article 11, Section 11.3(E) of the CC&Rs, nothing shall be done in on, or to the Project which will impair the structural integrity of any building or which would structurally change any building without the prior written consent of the Board.

**C.** No structural alterations or modifications to the interior of a Unit or plumbing or electrical modifications to the interior of a Unit which modifications would require access and/or modification to the Common Area shall be made without the prior written consent of the Board. In addition, Owners may not change walls, windows and door locations or make other substantial changes to the Units without the prior written consent of the Board.

**D.** In addition to the general architectural restrictions set forth in this Section 9.3, Owners must follow the specific guidelines set forth in Sections 9.4 through 9.15 below and obtain the prior written consent of the Board as required therein.

**E.** No Alterations (as defined in Section 9.4(A) below) may be made by a Tenant or a Guest.

Section 9.4 **PROCEDURE FOR REQUEST AND APPROVAL OF ALTERATIONS.**

**A.** For all matters requiring approval of the Board as set forth in Section 9.3 above and as set forth in the CC&Rs (an "Alteration"), the Owner must complete a Request for Design Modification form (the "Application"), which can be obtained in the management office. The Application is submitted to the Manager along with any necessary back-up documentation (photos, plans, sketches, material samples, bids, applicable specification sheets or manufacturer's information for proposed equipment modifications, etc.) and copies of all building and other governmental permits required for the proposed Alteration. The Application must identify the nature, color, shape, height, materials and location of the proposed Alteration(s).

**B.** The DRC will review the Application and then make a written recommendation to the Board of Directors. The Board will have sixty (60) days from the receipt of all required materials (the "Decision Deadline") to approve and/or deny an Owner's request to make the Alteration. The Manager shall notify the Owner in writing of the date of the Receipt of the Application. If the Application is disapproved, the reasons therefore shall be indicated in the disapproval. If approval or disapproval is not made within such sixty (60) day period, the Application shall be deemed disapproved. Notwithstanding the foregoing, Alterations falling into certain categories designated by the Board and conforming exactly to the specifications set forth in these Rules, may be approved immediately (i.e., prior to the Decision Deadline) by the Manager, who will send written notification to the Owner, the DRC and the Board. Approval by the Board does not constitute approval by the appropriate governmental authorities, nor does the approval by the appropriate governmental authorities constitute approval by the Board.



C. The Board may condition its written approval of an Application for an Alteration (i) upon the Applicant's furnishing the Association with security acceptable to the Association against a mechanic's lien or other encumbrance which may be recorded against the Unit, the Common Area and/or the Association Property as a result of work related to the Alteration; (ii) on such changes to the Alteration as it deems necessary; (iii) upon the Owner's agreement to complete the proposed work related to the Alteration within a stated period of time; (iv) upon the written agreement of the Owner to maintain and repair the Alteration, which written agreement may be in the form of a declaration of restrictions (in such form as provided by the Association for this purpose) which will be recorded against title to the Unit and will provide for the Owner and any successors-in-interest to assume responsibility for the maintenance and repair of the Alteration; or (v) upon the submission of professionally prepared documents addressing any areas of concern to the Board or such other information needed by the Board to make an informed decision.

D. If, after an Application is approved, (i) the Alteration is altered, erected, or maintained otherwise than as approved by the Board; or (ii) if such Alteration is constructed without obtaining approval at all; or (iii) the Alteration is constructed with defects which are observed by the Manager during an inspection, such Alteration shall be deemed to have been undertaken without the approval of the Board having been obtained as required by these Rules. The Manager may, from time to time, at any reasonable hour or hours and upon reasonable notice, enter and inspect any Unit to determine if the Alterations are being constructed in accordance with the approval granted by the Board. The DRC shall notify the Board of all violations of this Article and of any non-compliance with its rulings or with the Application submitted to and approved by it, after which the board shall take such actions as it deems necessary in accordance with the provisions of these Rules, including, without limitation, and in its sole discretion, any or all of the following:

1. Require that the Owner remove and/or remedy the non-complying or defective Alteration;
2. Remove and/or remedy the non-compliance itself, after notice and hearing,
3. Impose monetary penalties against the Owner, after notice and hearing, until such non-compliance is corrected, and/or
4. Institute legal proceedings to enforce compliance or completion.

E. The Manager may, from time to time at any reasonable hour or hours and upon reasonable notice, enter and inspect any property subject to the jurisdiction of the Association as to its improvement or maintenance in compliance with the provisions of the Rules set forth in this Article 9.

Section 9.5 **AWNINGS AND PATIO COVERS.** Detailed guidelines for the installation of awnings and patio covers with pre-approved specifications are available in the management office. All awnings and patio covers require a City of Los Angeles permit. Applications for new or replacement awnings shall be submitted to the Association in compliance with the procedures set forth in Section 9.4 above.

Section 9.6 **BALCONIES.**

**A.** Balconies may not be enclosed or screened with any material, nor may any additional railing, fencing or screening material be added to the top of the existing railing. Railing construction may not be modified.

**B.** Furniture should be low so that it does not exceed the height of the balcony. Only live plant material may be visible from the ground level. No flowerpots or planter boxes are to be placed on top of the railings. No plant brackets, hooks or other hangers are to be affixed to any part of the building. Hot tubs are specifically prohibited on balconies.

Section 9.7 **PATIOS.**

**A.** Owners whose Units have geometrically arranged historical paving on the patios may not remove such paving and replace it with any other type of paving or other surfacing. Owners are allowed, however, to open up the joints and plant grass or install gravel in between slabs, as this is how the patios appeared originally. Owners may also request to stain the patio paving by submitting such request to the Association in compliance with the procedures set forth in Section 9.4 above. Owners whose Units DO NOT have historical paving (geometrically arranged concrete slabs) may install decomposed granite, wood, or gravel, after submitting a request to the Association to do so in compliance with the procedures set forth in Section 9.4 above.

**B.** Fountains, ponds and hot tubs are allowed on patios provided that they are removable, maintained in serviceable condition and do not unreasonably impede access to Common Areas, plumbing pipes and electrical service boxes.

**C.** Residents may not allow leaves to pile up on the patio.

**D.** Patio locks must be installed by the Association's maintenance crew. The lock is keyed to a master so that the Association can have access to the patio if necessary to snake sewer lines, install clean-outs, shut off water in emergency situations, and allow utility companies to read meters.

Section 9.8 **PORCHES.**

**A.** The open porches are part of the Common Area to which the Residents have exclusive use. However, porches may not be enclosed or screened by any material or structure. Any original trellis installed at the side of the porch may not be altered or removed, and Owners may not install any additional or new trellis.

**B.** No special flooring material shall be installed over the existing open porch or stoop without submitting a request to the Association to do so in compliance with the procedures set forth in Section 9.4 above.

Section 9.9 **FENCES AND GATES.** Fences, gates and brick walls are part of the Common Areas and may not be changed or altered by an Owner, and such prohibition includes the painting of such improvements.

Section 9.10 **MAILBOXES AND MAIL SLOTS.** Separate free standing mailboxes are not permitted. Mailboxes may not be affixed to the *exterior* of any fence or gate; notwithstanding the foregoing, if the gate is a metal-bar gate across the walkway entrance to the Unit, then exterior

mailboxes are allowed, provided that the Owner submit a request for such a mailbox in compliance with the procedures set forth in Section 9.4 above. Mail slots may be installed in any gate or wall by the Association only and an Owner may request that such a slot be installed by completing and submitting to the Manager a Maintenance Request and Work Order form (which can be obtained in the management office or laundry rooms).

#### Section 9.11 **DOORS.**

**A.** All requests for door changes other than those pre-approved by the Board shall be submitted to the Association in compliance with the procedures set forth in Section 9.4 above.

**B.** Any Owner who installs a double duty security door should opt for a simple, unadorned design and submit a request therefore to the Association in compliance with the procedures set forth in Section 9.4 above. The Owner must assume the responsibility for maintaining the condition of the door. The door must be painted to match the existing door paint color. Owners should consider the probability of a rusting problem, which will necessitate immediate and continual upkeep by the Owner, as iron or steel doors by nature require intensive maintenance. The Association has no responsibility for the upkeep of double entry doors.

**C.** Aluminum framed sliding glass doors are the only approved sliding glass doors used in the Project, when a sliding glass door is already present in the Unit. Vinyl doors, French doors or any other modification is not permitted without the prior written approval of the Board. Any requests for door revisions shall be submitted to the Association in compliance with the procedures set forth in Section 9.4 above.

Section 9.12 **ELECTRICAL; LIGHTING.** No interior or exterior wiring changes or installation of exterior lights is permitted with the prior written consent of the Board. Any requests for the foregoing shall be submitted to the Association in compliance with the procedures set forth in Section 9.4 above. All electrical changes must be done by a licensed electrician, in conformance with the requirements of the City of Los Angeles. Original front porch address lights may not be altered.

#### Section 9.13 **HEATING AND AIR CONDITIONING.**

**A.** Any requests to alter the heating systems to a Unit must be submitted to the Association in compliance with the procedures set forth in Section 9.4 above. Construction must be done by a licensed contractor. Centralized heating is the responsibility of the Association. Some Units have gravity heaters, but most Units have forced air units. Most, but not all, of the furnaces are the maintenance responsibility of the Owners. Before performing any maintenance or repairs to a furnace, Owners must verify with the Association whether the furnace in their Unit is the Owner's responsibility or the Association's. The vents and ductwork in the walls are part of the Common Area and are the Association's maintenance and repair responsibility.

**B.** Window-mounted air conditioning units are not permitted in the Units as they would disrupt the architectural integrity of the Project's historic buildings. Exterior free-standing air conditioning units (a "Medically Required Unit") are allowed under special medical circumstances with the prior written approval of the Board. Residents must submit a written request to the Board seeking approval for the Medically Required Unit along with

a written statement from a medical doctor indicating that such a unit is needed for the Resident for health reasons. The Medically Required Unit may be placed only on ground floor patios and cannot protrude above the top of the fence. If the Medically Required Unit requires a concrete pad and connections to an interior forced air unit, a request to do so shall be submitted to the Association in compliance with the procedures set forth in Section 9.4 above.

Section 9.14 **PLUMBING.**

**A.** Any plumbing work performed in a Unit may only be performed by a licensed plumbing contractor.

**B.** Plumbing fixtures that are within the interior of the Unit are the Owner's maintenance and repair responsibility. Such fixtures include, but are not limited to, sinks, toilets, pipes under kitchen sinks, etc. Owners may change such fixtures without Board approval provided that such work is performed in compliance with applicable governmental regulations.

**C.** All the plumbing supply and drain lines inside the walls are part of the Common Area. This means that the Association is responsible for maintaining them, and that the Owners may not change such lines without following the approval procedures set forth in Section 9.4 above.

**D.** Owners must obtain a plumbing permit from the City of Los Angeles if required by the Department of Building & Safety.

**E.** Water heater replacement does not ordinarily require prior written approval of the Board, but it must always be done with a City of Los Angeles plumbing permit with the work performed by a licensed contractor. All the piping within the walls connecting to a water heater is the Association's maintenance and repair responsibility; however, the water heater itself, the pressure relief valve and the flexible tubing connectors are the Owners' maintenance and repair responsibility.

**F.** Washing machines and dryers may not be installed in a Unit without the prior written approval of the Board since such installations require the alteration of the Association's Common Area plumbing and walls. Requests for such installations should be submitted to the Association in compliance with the procedures set forth in Section 9.4 above.

Section 9.15 **ATTICS.** Attics are a part of the Common Area and as such, Owners must obtain the written approval of the Board prior to installing any insulation. Requests for such installations should be submitted to the Association in compliance with the procedures set forth in Section 9.4 above.

**ARTICLE 10-CONSTRUCTION; REPAIRS**

Section 10.1 **DEFINITIONS.** For purposes of this Article 10, the term "Work" shall mean any repair, remodeling, construction, or reconstruction work to be performed in a Unit, and, unless otherwise provided, the term "Workers" shall mean any contractor, subcontractor, laborer, worker, handyman or repair person.

Section 10.2 **CONSTRUCTION TIMES.** Owners may conduct construction within their Units from 8:00 a.m. to 5:00 p.m. only.

Section 10.3 **PARKING.** Workers must abide by the Association's parking rules as set forth in Article 6 above.

Section 10.4 **AUTHORIZED WORKERS.** All Workers must be licensed contractors except for factory-authorized repair persons and handymen.

Section 10.5 **COMPLIANCE WITH BUILDING CODES.** All Workers must comply with state and local building codes.

Section 10.6 **APPROVAL BY BOARD.** If the type of Work being performed requires Board approval (see Article 9 above), no such Work may be commenced without prior written consent of the Board.

Section 10.7 **PERFORMANCE OF WORK.**

- A. All Work must be performed inside the Unit with the Unit doors closed.
- B. All Work-related debris must be removed by the Workers from the Association's Common Area. The Association's dumpsters may not be used to dispose of construction debris.
- C. No Work materials may be stored in the Common Area.
- D. Owners will be responsible for any damage to the Unit and/or the Common Area caused by their Workers.

## **ARTICLE 11- SATELLITE DISHES/ANTENNAS**

Section 11.1 **FCC RULES.** The Federal Communications Commission (the "FCC") adopted a rule effective October 14, 1996, preempting certain Association restrictions in the Governing Documents concerning the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas ("antennas"). Accordingly, the Association desires and intends to adopt reasonable restrictions governing the installation maintenance, and use of antennas in the best interests of the Association's premises and consistent with the FCC rule.

Section 11.2 **DEFINITIONS.**

**A. ANTENNA:** Any device used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS). A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna provided that it meets FCC standards for radio frequency emission. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.

**B. EXCLUSIVE USE COMMON AREA:** Limited Common Area (e.g., balconies and patios) in which the Owner has a direct or indirect ownership interest and that is

designated for the exclusive use of the Owner as defined in the appropriate Association document.

**C. MAST:** A structure to which an antenna is attached that raises the antenna height.

**D. OWNER:** For the purposes of this Article 11 only, an "Owner" shall include a Tenant who has the written permission of the Owner to install antennas.

**E. TRANSMISSION-ONLY ANTENNA:** Any antenna used solely to transmit radio, television, cellular, or other signals.

**F. TELECOMMUNICATIONS SIGNAL:** Any signal received by DBS, television broadcast, and MDS antennas.

### Section 11.3 **ANTENNA SIZE AND TYPE.**

**A.** DBS antennas that are one (1) meter or less in diameter may be installed. Antennas larger than one (1) meter are prohibited.

**B.** MDS antennas one (1) meter or less in diameter may be installed. MDS Antennas larger than one (1) meter are prohibited.

**C.** Antennas designed to receive television broadcast signals, regardless of size, may be installed.

**D.** Installation of transmission-only antennas are prohibited unless approved by the Board.

**E.** All antennas not covered by the FCC rule are prohibited.

Section 11.4 **NUMBER OF ANTENNAS.** No more than one (1) antenna of each provider may be installed by an Owner.

### Section 11.5 **LOCATION.**

**A.** Antennas shall be installed solely in the Unit and/or in the exclusive use Common Area balcony or patio.

**B.** If acceptable quality signals may be received by placing antennas inside a dwelling, without unreasonable delay or unreasonable cost increase, then outdoor installation will be prohibited.

**C.** Antennas shall not encroach upon any Common Area elements (including but not limited to the roof or any exterior walls), any other Owner's individual Unit or exclusive use Common Area, or the air space of another Owner's exclusive use Common Area.

**D.** Antennas shall be located on a place shielded from view from the street or from other Units to the maximum extent possible; provided, however, that nothing in this rule would require installation in a location from which an acceptable quality signal may not be received. However, this section does not permit installation on the Common Area (including but not limited to the roof or any exterior walls), even if an acceptable quality signal may not be received from an individually-owned Unit or exclusive use Common Area.

Section 11.6 **INSTALLATION.**

- A.** Antennas shall be no larger nor installed than is absolutely necessary for reception of an acceptable-quality signal.
- B.** All installations shall be completed so that they do not damage the Common Area, exclusive use common area or individual Units of any other Owner, or void any warranties of the Association or other Owners, or in any way impair the integrity of buildings located on the Association's premises.
- C.** Antennas must be secured so that they do not jeopardize the soundness or safety of any structure, including another Owner's structure or the safety of any person at or near antennas, including damage from wind velocity.
- D.** There shall be no penetrations of the exteriors of the buildings housing the Units.
- E.** Any installer other than the Owner shall provide the Association with an insurance certificate listing the Association as a named insured prior to installation. Insurance shall meet the following minimum limits: (i) Contractor's General Liability (including completed operations) shall be at least One Million Dollars (\$1,000,000); and (ii) Workers' Compensation shall meet the statutory limits.
- F.** The purpose of this regulation is to ensure that antennas are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to Residents and Association personnel.

Section 11.7 **MAINTENANCE.**

- A.** Owners are responsible for all costs associated with the antenna, including, but not limited to, costs to:
  - 1.** Place (or replace), repair, maintain, and move or remove antennas;
  - 2.** Repair damages to any property caused by antenna installation, maintenance or use;
  - 3.** Pay medical expenses incurred by persons injured by antenna installation, maintenance, or use;
  - 4.** Reimburse Residents or the Association for damages caused by antenna installation maintenance, or use; and
  - 5.** Restore antenna installation sites to their original condition (upon removal thereof).
- B.** Owners shall not permit their antennas to fall into disrepair or to become safety hazards and shall be responsible for antenna maintenance, repair and replacement and the correction of any safety hazard.
- C.** Owners shall be responsible for repainting or replacement if the exterior surface of the antenna(s) deteriorates.

D. If antenna(s) become detached, Owners shall remove or repair such detachment within seventy-two (72) hours of the detachment. If the detachment threatens safety, the Association may remove the antenna(s) at the expense of the Owner.

Section 11.8 **SAFETY.**

A. Antennas shall be installed and secured in a manner that complies with all applicable city and state laws and regulations, and manufacturer's instructions. The Owner, prior to installation, shall provide the Association with a copy of any applicable governmental permit.

B. Antennas shall not obstruct access or exits from any Unit, walkway, ingress or egress from any area, electrical service equipment or any other areas necessary for the safe operation of the Association's buildings.

C. Installations must comply with all applicable governmental codes, take aesthetic considerations into account, and minimize the impact to the exterior and structure of the Owner's Unit.

D. To prevent electrical and fire damage, antennas shall be permanently grounded.

Section 11.9 **ANTENNA CAMOUFLAGING.**

A. Antennas or masts may not extend beyond a balcony railing or patio fence and may not be placed on top of a balcony railing or patio fence.

B. Antennas situated on the ground and visible from the street or from other Units must be camouflaged by existing landscaping or fencing, if an acceptable quality signal may be received from such placement. If no such existing landscaping or screening exists, the Association may require antennas to be screened by new landscaping or screening of reasonable cost.

C. Antennas, masts, and any visible wiring shall be installed so as to be minimally visible, and must be painted to match the building exterior as closely as possible.

D. Antennas may not obstruct a driver's view of an intersection or street.

Section 11.10 **ASSOCIATION MAINTENANCE OF LOCATIONS UPON WHICH ANTENNAS ARE INSTALLED.**

A. If antennas are installed on property for which the Association has maintenance responsibility, Owners retain responsibility for antenna maintenance. Owners must not install antennas in a manner that will result in increased maintenance costs for the Association or for other Residents. If damage therefrom occurs, Owners are responsible for these costs.

B. If maintenance requires antenna removal, the Association shall provide Owners with ten (10) days prior written notice. Owners shall be responsible for removing antennas before maintenance begins. If Owners do not remove antennas by the required time, then the Association may do so, at the Owner's expense. The Association is not liable for any resulting damage to antennas.



Section 11.11 **NOTIFICATION PROCESS.**

**A.** Any Owner desiring to install an antenna must complete a notification form (which can be obtained in the management office), and submit it to the DRC, c/o the Association's management office. If the installation is routine (conforms to all of the above rules and restrictions), the installation may begin immediately.

**B.** If the installation is other than routine for any reason, the Owner and the DRC must establish a mutually convenient time to meet and discuss installation methods.

Section 11.12 **INSTALLATION BY TENANTS.** Tenants may install antennas in accordance with these Rules with written permission of the Owner/landlord. A copy of this permission must be furnished with the notification form referred to in Section 11.11(A).

**ARTICLE 12- MOLD POLICIES**

Section 12.1 **MOLD PREVENTION.**

**A.** Moisture control is the key to mold control, so when water leaks or spills indoors, ACT QUICKLY. If wet or damp materials or areas are dried within twenty-four (24) to forty-eight (48) hours after a leak or spill occurs, in most cases mold will not grow.

**B.** Keep water heater and heating equipment clean and the drain lines unobstructed and flowing properly.

**C.** Keep indoor humidity low. If possible, keep indoor humidity below sixty percent (60%) (ideally between thirty percent (30%) and fifty percent (50%)) relative humidity. Relative humidity can be measured with a moisture or humidity meter, a small inexpensive instrument available at many hardware stores.

**D.** If a Resident sees condensation or moisture collecting on windows, walls or pipes, ACT QUICKLY to dry the wet surface and reduce the moisture/water source. Condensation can be a sign of high humidity.

**E.** Actions that will help reduce humidity: (i) use dehumidifiers when needed; (ii) run the bathroom fan or open the window when showering; and (iii) use exhaust fans or open windows whenever cooking, running the dishwasher or dishwashing, etc.

**F.** Actions that will help prevent condensation:

1. Reduce the humidity (see above);
2. Increase ventilation or air movement by opening doors and or windows, when practical. Use fans as needed;
3. Cover cold surfaces, such as cold water pipes, with insulation; and
4. Increase air temperature.

Section 12.2 **PROCEDURES IN THE EVENT OF A WATER LEAK.** Please notify the maintenance staff immediately if you become aware of a water leak that could potentially damage Common Area property. Leaks resulting from the failure of a Common Area element

will be repaired by the Association. Leaks resulting from the failure of a private property element (e.g., water heater, furnace, washing machine, or dishwasher) that threatens to damage Common Area property may be repaired by the Association, in its discretion, but the owner of the failed private property element will be responsible to pay all repair costs. In any event, the Association is not responsible for damage to personal property such as clothing, furniture, carpeting, appliances, etc. or for any relocation costs incurred in connection with the repair work.

## **ARTICLE 13- RECREATIONAL USE OF THE GREEN**

### **Section 13.1 GENERAL PROVISIONS.**

**A.** Appropriate recreational use of Common Areas includes lounging, strolling, sunbathing, flying kites, throwing Frisbees, playing croquet, tossing balls, or enjoying musical concerts and similar quiet activities. The safe and reasonable use of nonmotorized wheeled vehicles is permitted on sidewalks and during the daylight hours. Bicycles may be used at night, providing they display at least one white light facing forward and one red light facing the rear. Motorized recreational vehicles are not allowed on any walkways in the Project and may not be used in the Project. There shall be no tree climbing or bouncing balls off of fences, walls, buildings or other structures.

**B.** In every encounter between a pedestrian and a person mounted on a bicycle or other mobile equipment, the pedestrian has the right-of-way. Responsibility for avoiding harm to either the pedestrian or the cyclist in any such encounter falls exclusively on the cyclist. High speed riding and other behaviors that endanger riders or pedestrians are prohibited.

**C.** Recreational activities are prohibited in the following areas:

1. Courts paved for motor vehicles,
2. Flower beds and shrubbery,
3. Laundry areas,
4. Balconies and
5. Trash areas.

### **Section 13.2 CLUBHOUSE.**

**A.** The Clubhouse is for the use of Village Green Residents community groups by prior arrangement. The following persons may use the Clubhouse in the following priority: the Board, recognized Village Green activities, committees, Owners, and Tenants.

**B.** The Clubhouse shall be used by Residents for recreational, social, and cultural activities only, including weddings, memorial services, etc. The Clubhouse may be used for Committee & Board meetings and committee-organized exhibits, activities, screenings and concerts. Private parties or events for Residents are allowed, for a rental fee. Government sanctioned voting and community meetings, with scheduling done by the Village Green office, are also permitted.

**C.** The Clubhouse shall not be used, directly or indirectly, for any of the following purposes:

1. Religious services (except weddings) or partisan political purposes,
2. Fundraising for any private purpose, and
3. Private meetings with the intention of promoting private or personal business.

**D.** Residents must complete a Clubhouse Reservation form ("Clubhouse Form"), which may be obtained in the management office, to reserve the Clubhouse for approved activities. Clubhouse users shall follow the Clubhouse rules and regulations, as described here and as contained in the Clubhouse Form. Reservations for private use may be made no more than thirty (30) days in advance, except for events such as weddings that require longer planning periods. A deposit must accompany applications for private use. A portion of the deposit is non-refundable, as a use fee.

**E.** No fees may be charged by Residents for classes or instruction at the Clubhouse by individuals. Classes conducted by the City Recreation Department or similar non-profit agencies may require a fee.

**F.** The library in the Clubhouse contains a large number of books that have been donated by Owners. The library is open during the following hours 8:00 a.m. to 11:00 a.m. and 3:00 p.m. to 5:00 p.m. Library rules are posted in the library room.

### Section 13.3 **PARTIES.**

**A.** Any resident (the "Requesting Party") wishing to use the Common Area for (i) a party of fifty (50) or more persons, and/or (ii) the placement of play equipment, including, but not limited to, bouncers, i.e., inflatable equipment that people jump on (clauses (i) and (ii) shall be referred to collectively as a "Recreational Event"), must request approval from the Association by submitting a Recreational Facilities Reservation Form and Indemnity Agreement (the "Event Form"), a copy of which can be obtained from the management office, along with the designated deposit, to the Manager at least thirty (30) days prior to the date of such event. If the Requesting Party is not the Owner of the Unit, the Event Form must also be signed by such Owner. The Association will approve or deny the request within ten (10) business days after the receipt of the Event Form by the Manager. If the request is approved, the Requesting Party (and the Owner, if applicable) will receive an approval letter from the Association that must be in the Requesting Party's possession for the duration of the Recreational Event.

**B.** A Recreational Event may take place only in the following areas of the Common Area: Clubhouse patio, Clubhouse, and Clubhouse lawn.

**C.** The Requesting Party must clean up the Common Area used for the Recreational Event immediately following the conclusion of the event. If the Common Area is not so cleaned and/or if additional clean-up is necessary or if the Common Area has been damaged during the Recreational Event or the clean-up, the cost to conduct the clean-up or to repair the damage will be deducted from the deposit. If the deposit is not sufficient to pay for the foregoing, after notice and a hearing, the additional cost of any clean-up and/or damage repairs shall be charged to the Unit of the Requesting Party.

D. A Recreational Event may start no earlier than 9:00 a.m. and must be finished no later than 10:00 p.m.

Section 13.4 **GOLF IN THE MAIN GREEN.**

A. Use of the pitch and putt golf area in the Main Green is subject to the rules set forth in this section, which are also posted at the site.

B. Golfers are encouraged to observe golf etiquette. Play that endangers Residents or other golfers is forbidden. Residents and their Guests play at their own risk and assume all responsibility for any damages or injury to others.

C. Residents and Guests (when a Resident is present) may golf only in golfing areas.

D. Putters or 9 irons only (no woods).

E. There shall be no hitting from any putting surface.

F. Players must replace divots and reseed from container provided next to the ball washer.

Section 13.5 **GOLF IN THE WEST GREEN.** The rules for the putting area are the West Green are the same as for the Main Green, except that only putting is allowed (no other activities, such as croquet).

Section 13.6 **SPORTS EQUIPMENT.** Consistent with the Association's Governing Documents, no play or sports equipment (e.g. basketball hoops, swings) shall be attached to any structures or to trees and plants. All recreational equipment must be properly stored out of sight when not in use and may not be stored in the Common Areas.

**ARTICLE 14- GENERAL REGULATIONS**

Section 14.1 **BARBEQUES.** Residents are permitted to use barbeques on their patios and/or balconies provided, however, that Residents shall be mindful of their neighbors when using a barbeque and shall not disturb other Residents with foul or obnoxious odors. In addition, no barbeques shall be placed on top of patio or balcony walls and when lit may not be left unattended.

Section 14.2 **GARAGE SALES, ETC.** No selling or soliciting of any kind in the Common Area is allowed. Residents are allowed to conduct patio sales if the sale is completely contained within their patio.

Section 14.3 **NOISE, ETC.** Excessive and/or unreasonable noise and creating a disturbance, whether in the Common Areas or the Units is prohibited. Residents shall take additional precautions to minimize the noise (e.g., the playing of loud music or televisions, running and jumping, use of exercise equipment etc.) coming from their Units during the Association's quiet hours between 10:00 p.m. and 8:00 a.m.

Section 14.4 **NO LOITERING, ETC.** No loitering in the Common Areas is allowed.

Section 14.5 **USE OF COMMON AREA EQUIPMENT/PROPERTY.** No Resident or Guest shall borrow or use any Common Area equipment.

Section 14.6 **TRASH DISPOSAL AREAS.**

**A.** Bagging all trash avoids the problem of odor, deters rodents and other animals, and helps to keep the trash areas clean. All trash, both wet and dry, shall be bagged in plastic bags that are tied securely before being deposited in trash bins. Throwing trash of any kind over the wall into the trash disposal areas is prohibited. Exceptions to bagging the trash are for newspapers, aluminum, glass, and plastics, which may be deposited in specially designated recycling bins in the trash disposal area.

**B.** Large articles or appliances (e.g. sofas, refrigerators, dishwashers, etc.) are to be disposed of by the Owner thereof, not placed in the trash areas. Residents should check with the City of Los Angeles for more information on appliance recycling programs at [www.lacity.org](http://www.lacity.org) or (800) 773-CITY/ (800) 773-2489.

**C.** Except in those portions of the Common Areas established by the Association and designated as trash disposal areas, no rubbish, trash, garbage, or other waste material shall be kept or permitted in any part of the Common Areas, including the exclusive use Common Areas, such as balconies, patios, porches, and garages.

**D.** The Project participates in the City of Los Angeles's recycling program, which mandates that all residents recycle glass, aluminum cans, plastics, and newspapers. Recycling containers are provided in each trash area for this purpose. Large boxes should be flattened before being placed in recycling container.

Section 14.7 **NO SMOKING.**

**A.** Smoking of tobacco products, or any other substance, is prohibited in all Common Areas, including exclusive use Common Areas (i.e., patios, balconies, porches and garages).

**B.** Every lease or other rental agreement for the occupancy of a Unit that is entered into or renewed after March 1, 2013, must quote verbatim in bold print paragraph (A) of this section.

**C.** Every agreement for the purchase and sale of a Unit that is entered into after March 1, 2013, must quote verbatim in bold print paragraph (A) of this section.

**ARTICLE 15- PETS**

*In addition to the rules listed below, we ask everyone in the community to realize we are a community with shared walls, floors and ceilings, and garden space. Don't assume your neighbors enjoy pets. Some will not. Consider what actions you can take to minimize the intrusion of pets. For example, if your Unit is on the second floor above someone else, and you plan to get a pet, consider carpeting the floor to deaden the sounds your pet may make as sound travels on the floor. Sounds carry; be aware what sounds your pet may make, and that it might disturb neighbors. Common sense courtesy will do much to prevent unnecessary aggravation between neighbors.*

For those Owners who want to keep a pet, the following rules shall apply. "Pet" shall mean any domesticated bird, cat, dog, or aquatic animal within an aquarium.

Section 15.1 **PET REGISTRATION**. All pets must be registered with the Association. Failure to register pets will result in a fine. Only the Owner may obtain approval to keep a pet in the Project. Tenants must obtain approval from the Unit Owner, who must complete the required application and submit the application to the management office before a pet may be kept in the Unit. The Owner is responsible for the Resident's compliance with these rules. Pet registration forms are available at the management office. For dogs, a copy of the City of Los Angeles license for dogs is required. For dogs and cats, pet photos and a \$25 registration fee are required.

Section 15.2 **LICENSED**. Dogs must be licensed with the City of Los Angeles. When the dog or cat is being escorted into or out of an individual Unit, it must wear the Association's pet tag and be controlled on a leash not exceeding six feet in length. Dogs are also required to wear city licenses.

Section 15.3 **NUMBER AND SIZE LIMITED**. No more than ONE pet is allowed per Unit, with the sole exception aquatic animals within an aquarium whose number is not restricted. The weight limit on any pet is 30 pounds. Aquariums must not exceed 50 gallons.

Section 15.4 **REASONABLE ACCOMMODATIONS**. Exceptions to these rules may be made for service animals or as a reasonable accommodation for an Owner's disability under relevant state and/or federal laws. Any Resident requesting an exception/ reasonable accommodation must submit a request in writing to the management office and provide any relevant documentation in support of such person's request.

Section 15.5 **NO COMMERCIAL OPERATIONS**. No animals may be kept, bred or used for any commercial purpose.

Section 15.6 **PROHIBITED BREEDS**. The following dog breeds, due to their aggressive nature, are not permitted in the Project: various breeds commonly known as pit bull or bull terrier, Rottweiler, German Shepard, Husky, Malamute, Wolf-Dog hybrid, Chow-Chow, Doberman-Pinscher, Great Dane, and St. Bernard.

Section 15.7 **COMMON AREA RESTRICTIONS**.

- A. Pets shall be confined to the Units registering the pets.
- B. Pets are not allowed to roam free in any Common Area (including the West Green, Main Green, East Green, Garden Courts, and Garage Courts) and may not be tied or left unattended in any Common Area.
- C. Pets in transit shall be carried, restrained by a leash (not exceeding 6 feet in length) or placed in an animal carrier.
- D. A pet shall not be walked or exercised in the Common Areas (including the West Green, Main Green, East Green, Garden Courts, and Garage Courts) of the complex.
- E. When a dog or cat is taken to or from the Unit which the pet is registered, any waste droppings left must be picked up by the pet owner and deposited in an appropriate

waste container, and the pet must be taken in and out of the Unit using the Garage Court entrance.

Section 15.8 **BALCONIES AND PATIOS**. A pet shall never be left alone in any patio or on any balcony. No pet container, carrier, cage, pen or house shall be kept in any patio or on any balcony.

Section 15.9 **DAMAGE TO COMMON AREAS**. The Owner of the Unit in which the pet is registered shall be solely responsible for any damage to the Common Area elements caused by the pet. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy such damage shall also be the full financial responsibility of the Owner of the Unit registering the pet.

Section 15.10 **INDEMNITY AND HOLD HARMLESS**. An Owner keeping a pet with notice of these rules assumes sole liability for all damages claimed by any person harmed by such pet, including, without limitation, property damage and bodily injury to the Association and any natural person, and agrees to indemnify, hold harmless and defend the Association and its owners from any and all liability whatsoever resulting from such claims and damages including, without limitation, damage awards as well as costs and reasonable attorney fees incurred by the Association or its Owners.

Section 15.11 **NO NUISANCE ALLOWED**. No pet shall be permitted to become a nuisance or to create any unreasonable disturbance. The Board may order the permanent removal of a pet if, in accordance with the Association's complaint and hearing procedures, the pet has been determined to constitute a "nuisance" or cumulative assessed fines for violation of these rules total \$500 over any rolling 12 month period. The pet shall be permanently removed from the Project within 14 days after notice of the Board's decision. If the Owner fails to remove the pet by the deadline provided by the Board, the Owner shall be assessed additional penalties of \$500 per month, without further hearing, until such pet is removed from the premises. See Nuisance Barking and Behavior below for a few examples of how to define nuisance.

Section 15.12 **TETHERING**. No pet shall be tethered, fastened, chained, tied, or restrained to any pet container, carrier, cage, pen, or house. No pet shall be tethered, fastened, chained, tied, or restrained to any tree, fence, balcony, patio or any stationary object outside the Unit.

Section 15.13 **VISITING PETS PROHIBITED**. Owners and Residents shall not allow Guests to bring pets when they visit Residents in the Village Green.

Section 15.14 **AGGRESSIVE ANIMALS**. No person may allow a pet to bite, attack, endanger, threaten, or inflict injury on another person or pet, or to chase or approach a person or pet in a menacing fashion or apparent attitude of attack. If a pet attacks or bites a person or a pet, the owner shall be subject to a \$250 to \$500 fine dependent on the severity of the bite. In addition, at the Board's discretion, the pet owner may be required to (i) provide the Association with proof of a current health certificate for the pet issued by a veterinarian; (ii) obtain and provide proof of regular vaccinations for rabies and other diseases; (iii) keep the pet muzzled or otherwise restrained at all times in the Common Areas; and/or (iv) permanently remove the pet from the property.

Section 15.15 **FINES AND REMOVAL**. After notice and hearing, an owner may be assessed a \$100 fine per occurrence for any violation of these rules, unless noted differently above. The

Board may order the permanent removal of any pet where cumulative fines related to the pet total \$500 over any rolling 12 month period.

Section 15.16 **PET POLICY ENFORCEMENT**. The Board may enforce these rules. The Board may designate a Pet Enforcement Committee comprised of Board members to hear complaints, conduct hearings, and determine violations of these rules.

Section 15.17 **NUISANCE BARKING AND BEHAVIOR**.

**A.** Nuisance noise from a dog is defined as barking or whining for more than 5-minutes in any 1-hour period.

**B.** Excessive barking is barking that is persistent and occurs for an extended period of time or on a repeated basis. When determining if barking is a violation, consideration will be given to the time of day, duration and frequency of barking.

**C.** No animal shall be allowed to unreasonably annoy Residents, to endanger the life or health of other animals or persons, or to substantially interfere with the quiet enjoyment of others. Pet owners shall be deemed in violation if their pets:

1. Consistently or constantly make excessive noise;
2. Cause damage to or destruction of another person's property;
3. Cause unsanitary, dangerous or offensive conditions, including the fouling of the air by offensive odor emanating from excessive excrement; or
4. Create a pest, parasite or scavenger control problem which is not effectively treated.

**D.** Animals will be deemed a nuisance that commit acts which include, but are not limited to the following:

1. Any dog that chases, runs after, or jumps at vehicles moving on street and alleys.
2. Any dog that attacks, bites or injures a person, or snaps, growls, snarls, jumps upon or otherwise threatens persons without provocation. These acts shall be considered a violation whether or not the dog is confined by fence, chain or leash, or under the voice control of a responsible person.
3. Any animal that howls, yelps, whines, or barks in such a manner as to unreasonably disturb any person.
4. Any animal that feeds from, turns over, or otherwise disturbs garbage containers.
5. Any animal that scratches or digs in flowerbeds or otherwise damages the property of another Owner.
6. Any dog or cat that goes onto the property of another or onto Common Areas to attack another animal or fowl.



7. Cats or dogs that crawl upon, sleep on, scratch or otherwise soil the property of another.

Section 15.18 **ENFORCEMENT.** Owners must submit their pet complaints in writing, either in a letter or by filling out a form available at the office. The Manager will then send a letter to the pet owner letting him/her know that the neighbors have complained about the nuisance. Since the letter is a warning only, there is no requirement to identify the source of the complaint.

#### **ARTICLE 16- INTERNAL DISPUTE RESOLUTION PROCESS**

Section 16.1 **EXPLANATION.** In accordance with the Civil Code, the Association has adopted the following internal dispute resolution process to be followed by the Association and Owners in connection with disputes relating to the enforcement of the Governing Documents, the Davis-Stirling Common Interest Development Act and the Nonprofit Mutual Benefit Corporation Law (individually a "Dispute" and collectively the "Disputes"). Please note that a member of the Association may not be charged a fee to participate in the process.

Section 16.2 **PROCEDURES.** Either party to a Dispute may invoke the following procedure:

- A. The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
- B. An Owner may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.
- C. The Association's Board shall designate a member of the Board to meet and confer.
- D. The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.
- E. A resolution of the Dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board designee on behalf of the Association.
- F. The agreement reached binds the parties and is judicially enforceable if both of the following conditions are satisfied: (i) the agreement is not in conflict with law or the Governing Documents; and (ii) the agreement is either consistent with the authority granted by the Board or to its designee or the agreement is ratified by the Board.

#### **ARTICLE 17- RULES FOR THE ELECTION AND REMOVAL OF DIRECTORS BY SECRET BALLOT**

In accordance with the Civil Code, in connection with the election of and removal of Directors, the following rules and procedures shall apply:

Section 17.1 **MEETING AT WHICH SECRET BALLOTS SHALL BE TABULATED.**

- A. The inspectors of election or their designee(s) (as described below in section 17.3) shall tabulate the ballots for the election of directors at the annual meeting of the Owners or, if a quorum is required by the Governing Documents and no quorum is present, at a

special meeting of the Board of Directors duly noticed for the same date, time and place, as the annual meeting called for the purpose of counting ballots. The Board of Directors shall determine the date, time and place of said annual meeting of the Owners and the concurrent special meeting of the Board in accordance with the Bylaws.

**B.** The qualifications for voting and the voting power of each membership are as stated in the Governing Documents and as shall be determined in accordance with Section 17.3(C)(1) below.

**C.** The voting period for elections shall be at least thirty (30) days. The polls shall open and close as stated on the secret ballot distributed for each election.

Section 17.2 **NOMINATION OF CANDIDATES.**

**A.** At least sixty (60) days before the date of the meeting at which the ballots for the election of directors are to be counted, the Association shall mail to each Owner a Candidate nomination form (the "Nomination Form").

**B.** According to the Bylaws, the qualifications to serve on the Board of Directors are that such persons must be members of the Association and must not be delinquent in any financial obligation to the Association at the time of their election and throughout their term of office.

**C.** Owners may nominate themselves or another person; provided, however, all candidates must meet the qualifications set forth in Section 17.2(B) above.

**D.** Any candidate nominated by another person will be contacted to confirm that such candidate consents to having his or her name placed in nomination for election to the Board.

**E.** All candidates who meet the qualifications to serve on the Board and, if appropriate, have confirmed their willingness to run for election to the Board, shall be listed on the secret ballot if their Nomination Form is received by the date stated on the form.

**F.** The Nomination Form must be returned to the Association at the address provided on, and by the deadline stated on, such form, which deadline must be at least forty-five (45) days before the date the ballots for the election of directors are scheduled to be counted.

Section 17.3 **INSPECTORS OF ELECTION.**

**A.** The Board shall appoint three (3) independent third parties as inspectors of election after the close of candidate nominations but before the secret ballots are mailed to all of the Owners. An independent third party includes, but is not limited to:

1. A volunteer poll worker with the county registrar of voters;

2. A licensee of the California Board of Accountancy;

3. A notary public;

4. A member of the Association provided such member is not a member of the Board of Directors or related to a member of the Board of Directors or a candidate for the Board of Directors; and,

5. A person who is currently employed or under contract to the Association for any compensable services.

**B.** Prior to the secret ballots being mailed to all of the Owners, the inspectors of the election shall meet to determine to whom the secret ballots shall be returned (the "Ballot Collector"), which may be the Association's Manager, if any.

**C.** The inspectors of election shall also do all of the following:

1. Determine the number of memberships entitled to vote and the voting power of each;
2. Determine the authenticity, validity, and effect of proxies, if any;
3. Receive ballots;
4. Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;
5. Count and tabulate all votes;
6. Determine when the polls shall close;
7. Determine the result of the election; and
8. Perform any acts as may be proper to conduct the election with fairness to all members in accordance with this section, the Corporations Code and all applicable rules of the Association regarding the conduct of the election that are not in conflict with this section.

**D.** An inspector of election shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as is practical. The decision or act of a majority of the inspectors shall be effective in all respects as the decision or act of all.

**E.** Any report made by the inspector or inspectors of election is prima facie evidence of the facts stated in the report.

**F.** The Board may remove and replace any inspector of election prior to the tabulation of ballots if an inspector of election resigns or if the Board reasonably determines that an inspector of election will not be able to perform his or her duties impartially and in good faith.

**G.** The inspectors of election may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the inspectors of election deem appropriate provided that the additional persons are independent third parties as defined herein.

Section 17.4 **SECRET BALLOT PROCEDURE; RECORD DATE.**

**A.** Ballots and two (2) pre-addressed envelopes with instructions on how to return ballots shall be mailed by first-class mail or delivered by the Association to every member not less than thirty (30) days prior to the deadline for voting.

**B.** Ballots must ensure the confidentiality of the voters. A voter may not be identified by name or separate interest identifier (Unit number) on the ballot. The ballot shall not require the signature of the voter. The ballot itself is inserted into an envelope that is sealed. This envelope is inserted into a second envelope that is sealed. In the upper left hand corner of the second envelope, the voter shall sign his or her name, indicate his or her name and indicate the address or separate interest (Unit number) that entitles him or her to vote. The second (2<sup>nd</sup>) envelope is addressed to the inspectors of election, who will be tallying the votes.

**C.** Owners may return their secret ballot by mail, hand deliver it to the meeting or complete the ballot at the meeting; provided, only those ballots which are delivered to the inspectors of election prior to the poll closing shall be counted.

**D.** A member may request a receipt for delivery of his or her ballot.

**E.** The record date for purposes of voting shall be the date the ballots are mailed to all of the Owners.

#### Section 17.5 **CAMPAIGNING.**

**A.** All candidates or members advocating a point of view during a campaign, including those not endorsed by the Board, shall be provided equal access to Association media, newsletters, or Internet websites (if any) for purposes that are reasonably related to the election. The Association may not edit or redact any content from these communications, but may include a statement specifying that the candidate or member, and not the Association, is responsible for that content.

**B.** All candidates, including those who are not incumbents, and all members advocating a point of view, including those not endorsed by the Board, for purposes reasonably related to the election, shall be provided equal access to any Common Area meeting space, if any exists, during a campaign at no cost.

#### Section 17.6 **HANDLING OF BALLOTS.**

**A.** As secret ballots are returned to the Ballot Collector, the Ballot Collector shall check off on a sign-in sheet that a ballot has been received for such Unit. The inspectors of election and their designee(s) may verify the member's information and signature on the outer envelope prior to the meeting at which the ballots are tabulated. Once a secret ballot is received by the inspectors of election, it shall be irrevocable. Any subsequent ballots received for the same Unit shall be deemed invalid and shall be discarded.

**B.** The sealed ballots at all times shall be in the custody of the inspectors of election or at a location designated by the inspectors until delivered to the inspectors at the meeting for the opening of the ballots and the tabulation of the vote. After the counting of the ballots and the certification of the election results by the inspectors of election, the ballots shall be transferred to the Association.

**C.** No person, including a member of the Association or an employee of the Association's management company, if any, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated.

**D.** After the tabulation of the vote and for nine (9) months after the election or removal, election ballots shall be kept in the custody of the inspectors of election. After such time, the custody shall be transferred to the Association and the ballots shall be stored by the Association in a secure place for no less than one (1) year after the date of the election or removal. If there is a recount or other challenge to the election process, the inspectors of election shall, upon written request, make the ballots available for inspection and review by an Association member or his or her authorized representative. Any recount shall be conducted in a manner that preserves the confidentiality of the vote.

Section 17.7 **TABULATION OF VOTES; QUORUM REQUIREMENT.**

**A.** All votes shall be counted and tabulated by the inspectors of election or their designee(s) in public at a properly noticed open meeting of the members or of the Board. A quorum of members or a quorum of Board members, as the case may be, must be present if required by the Governing Documents. Each ballot received by the inspectors of election shall be treated as a member present at a meeting for purpose of establishing a quorum.

**B.** The inspectors of election shall confirm that no more than one (1) ballot was returned for each Unit.

**C.** Any candidate or other member of the Association may witness the counting and tabulation of the votes.

**D.** In order for the vote for the election of directors to be valid, ballots must be returned by at least a quorum of the Owners if a quorum is required by the Governing Documents.

Section 17.8 **ANNOUNCEMENT OF RESULTS.**

**A.** The results of the election shall be promptly reported to the Board of Directors and shall be recorded in the minutes of the next meeting of the Board of Directors and shall be available for review by members of the Association.

**B.** Upon certification of the election results by the inspectors of election, the newly elected Board members shall be deemed to have taken office.

**C.** Within fifteen (15) days after the election, the Board shall publicize the results of the election in a communication directed to all members.

Section 17.9 **OTHER VOTING/CAMPAIGN ISSUES.**

**A.** There are six hundred twenty-nine (629) Units in the Association, but Owners whose voting rights have been suspended in accordance with the Governing Documents after notice and hearing shall not be entitled to vote.

**B.** Cumulative voting is not permitted by the Governing Documents.

**C.** Association funds may not be used for “campaign purposes” in connection with any Board election. The term “campaign purposes” is defined to include, without limitation,

1. “Expressly advocating the election or defeat” of any candidate that is on the ballot; or

2. "Including the photograph or prominently featuring the name of a candidate on a communication" from the Association (except the ballot and voting materials and equal access communications sent pursuant to the Section 17.5 above, entitled "Campaigning").

D. Proxies may continue to be used to meet the quorum requirement for an annual meeting. Additionally, an Owner may give a proxy to another person to vote on the secret ballot as his/her/its proxy if permitted or required by the Bylaws. However, proxies shall not be construed or used in lieu of a secret ballot. In such a situation, the proxy holder will fill out the ballot and enclose it in the "secret ballot" envelope. This envelope will then be enclosed in the second (2<sup>nd</sup>) envelope, as discussed above. In the upper left hand corner of the second (2<sup>nd</sup>) envelope, the proxy holder will sign his or her name, indicate his or her name and indicate the address or separate interest identifier (Unit number) that entitles the Owner to vote; however, as the "voter," the proxy holder will sign and print his/her name underneath the name and address of the Owner. The proxy must be returned with the ballot, but NOT placed inside the "secret ballot" envelope. If any instruction is given in a proxy issued for an election (or other vote) that directs the manner in which the proxy holder is to cast the vote, such instruction shall be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain. A proxy may be revoked by the Owner prior to the receipt of the secret ballot by the inspectors of election.

**ARTICLE 18- SCHEDULE OF MONETARY PENALTIES FOR VIOLATIONS OF GOVERNING DOCUMENTS**

**These are examples of fines, others may exist:**

<u>Type of Violation</u>	<u>Fine for Each Occurrence</u>
Parking with no Permit displayed	\$25
Misuse of Sticker	\$50
Auto Maintenance or Car Washing	\$25
Parking in red zone or a prohibited area	\$75 or TOW
Vehicles that leak fluid	\$50
Exceeding 15 MPH limit	\$100

Fine Based on Frequency of Offense
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<u>Type of Violation</u>	<u>1<sup>st</sup> Offense</u>	<u>2<sup>nd</sup> Offense</u>	<u>3<sup>rd</sup> or Subsequent Offense</u>
Open or Unlocked Garage Door	\$10	\$25	\$50
Smoking	\$25	\$50	\$75

Fine Based on Duration of Offense

**Type of Violation**      **1<sup>st</sup> Month**      **2<sup>nd</sup> Month**      **3<sup>rd</sup> Month (plus \$50 additional per month up to a maximum of \$500 per month) Examples are:**

Prohibited Animal	\$25	\$75	\$125
Garage Storage	\$25	\$75	\$125
Lease Regulations	\$25	\$75	\$125

**NOTE:** After the 2<sup>nd</sup> month of continued violation, the matter may be turned over to the Association’s attorney.

Other Offenses

<b><u>Type of Violation</u></b>	<b><u>Fine</u></b>
Landscaping	<b>\$100 plus replacement cost</b>
Noxious Activities	<b>Board to determine on a case by case basis</b>
Altering Common Areas	<b>Board to determine on a case by case basis</b>
Disposal of Large Items	<b>\$50 per item</b>
Satellite Dish/Antenna	<b>\$150 (plus \$10/day if not removed in a reasonable time determined by the Board)</b>

**ARTICLE 19-IMPOSITION OF MONETARY PENALTIES**

Monetary penalties for violations of the Association’s Governing Documents, including the rules contained in this Handbook, shall be imposed against an Owner as follows.

Section 19.1 **DELEGATION TO EXECUTIVE COMMITTEE.** The Board shall delegate the authority to hold a hearing and impose monetary penalties to an executive committee composed of two (2) or more directors. This executive committee shall be referred to as the “Enforcement Committee.” Decisions by the Enforcement Committee are subject to a right of appeal to the Board as provided in Section 19.4, below. Only directors may serve on the Enforcement Committee.

Section 19.2 **DAMAGE VIOLATIONS.** If a Resident and/or a Resident’s Guest(s) causes damage to the common area, the following procedures will be followed:

**A. Notice of Hearing.** The Association will send a written notice to the Owner of the Unit in question, identifying the nature of the damage, stating that the Enforcement Committee will hold a hearing to consider whether to impose a monetary penalty against the Owner, and stating the date, time and location of the hearing. The hearing date will be at least fifteen (15) days after the date of notice.

**B. Hearing.** The Owner (i) has the right to attend the hearing; (ii) may be represented by counsel (but is not required to be); (iii) may submit a statement of defense to the Enforcement Committee in advance of the hearing, or present a statement of defense and supporting witnesses at the hearing; and (iv) may confront and cross-examine adverse witnesses. If an Owner fails to attend the hearing or to submit any written evidence on

his/her behalf to the Enforcement Committee at the hearing, the foregoing rights will be waived.

**C. Penalties.** After the hearing (whether or not the Owner attends the hearing), if the Enforcement Committee determines that the Owner is responsible for the damage as alleged, a monetary penalty in the amount of the cost to repair the damage will be imposed against the Owner as provided in the Governing Documents. The Enforcement Committee will provide the Owner notice of its decision within fifteen (15) days after the decision.

Section 19.3 **NON-DAMAGE VIOLATIONS.** If a Resident and/or a Resident's Guest(s) is responsible for a "non-damage" violation, the following procedures will be followed:

**A. First Violation.**

**1. First Notice of Non-Compliance.** The Association will send a written notice to the Owner of the Unit in question, identifying the violation, and, if appropriate, a time frame for correcting the violation.

**2. Second Notice of Non-Compliance.**

**(a) Notice of Hearing.** The Association will send a written notice to the Owner of the Unit in question, reiterating the violation and stating that the Enforcement Committee will hold a hearing to consider whether to impose a monetary penalty against the Owner. The notice will state the date, time and location of the hearing concerning such violation. The hearing date will be at least fifteen (15) days after the date of notice.

**(b) Hearing.** The Owner (i) has the right to attend the hearing; (ii) may be represented by counsel (but is not required to be); (iii) may submit a statement of defense to the Enforcement Committee in advance of the hearing, or present a statement of defense and supporting witnesses at the hearing; and, (iv) may confront and cross-examine adverse witnesses. If an Owner fails to attend the hearing or to submit any written evidence on his/her behalf to the Enforcement Committee at the hearing, the foregoing rights will be waived.

**(c) Penalties.** After the hearing (whether or not the Owner attends the hearing), if the Enforcement Committee determines that the violation(s) occurred, a monetary penalty in an amount not less than twenty-five dollars (\$25.00) nor more than five hundred dollars (\$500.00), unless otherwise specified in Article 18, will then be imposed against the Owner. The Enforcement Committee will provide the Owner notice of its decision within fifteen (15) days after its decision.

**B. On-Going Violation.** If a violation continues past the hearing and the first penalty stage, the penalty will automatically increase by fifty dollars (\$50.00) every thirty (30) days without further hearing until the violation is corrected. For example, if the initial fine is one hundred twenty-five dollars (\$125.00), the fine would be one hundred seventy-five dollars (\$175.00) after thirty (30) days, and two hundred twenty-five dollars (\$225.00) after sixty (60) days, etc. In addition, after the first sixty (60) days of the violation (or sooner if deemed necessary by the Enforcement Committee), the matter may be referred to the Association's attorneys for enforcement and the Owner shall be liable for all costs, expenses and attorneys' fees incurred by the Association in such enforcement.



### **C. Repeat Violation.**

**1. Notice of Hearing.** If the same violation is committed again within a twelve month period, the Association will send a written notice to the Owner of the Unit in question, identifying the nature of the violation, and stating that the Enforcement Committee will hold a hearing to consider whether to impose a monetary penalty against the Owner. The notice will state the date, time and location of the hearing concerning such violation. The hearing date will be at least fifteen (15) days after the date of notice.

**2. Hearing.** The Owner (i) has the right to attend the hearing; (ii) may be represented by counsel (but is not required to be); (iii) may submit a statement of defense to the Enforcement Committee in advance of the hearing, or present a statement of defense and supporting witnesses at the hearing; and (iv) may confront and cross-examine adverse witnesses. If an Owner fails to attend the hearing or to submit any written evidence on his/her behalf to the Enforcement Committee at the hearing, the foregoing rights will be waived.

**3. Penalties.** After the hearing (whether or not the Owner attends the hearing), if the Enforcement Committee determines that the violation(s) occurred, a monetary penalty in an amount of (i) not less than twenty-five dollars (\$25.00) nor more than five hundred dollars (\$500.00), unless otherwise specified in Article 18, will be imposed against the owner (the "First Violation Penalty") for the first repeat violation; (ii) the First Violation Penalty plus twenty-five dollars (\$25.00) (collectively the "Second Violation Penalty") for the second repeat violation; and (iii) the Second Violation Penalty plus twenty-five dollars (\$25.00) (collectively the "Third Violation Penalty") for the third repeat violation; and (iv) the Third Violation Penalty plus fifty dollars (\$50.00) for each subsequent repeat violation. The Enforcement Committee will provide the Owner notice of its decision within fifteen (15) days after its decision. After the second repeat violation (or sooner if deemed necessary by the Enforcement Committee), the matter may be referred to the Association's attorneys for enforcement and the Owner shall be liable for all costs, expenses and attorneys' fees incurred by the Association in such enforcement.

Section 19.4 **RIGHT OF APPEAL TO BOARD.** All decisions by the Enforcement Committee are final unless timely appealed to the Board. Any Owner against whom a monetary penalty is imposed may appeal a decision by the Enforcement Committee to the Board of Directors by submitting a written appeal to the Association within 15 days after service of the written decision by the Enforcement Committee. The Board shall hear the appeal within forty-five (45) days after receipt of the appeal and shall notify the appealing Owner in writing of the date set for hearing of the appeal at least fifteen (15) days before the hearing. The Board shall notify the appealing Owner in writing of its decision within fifteen (15) days after the decision. The decision by the Board shall be final.

Section 19.5 **ENFORCEMENT OF VIOLATION OF SATELLITE DISH/ANTENNA RULES.** In addition to the other remedies available to the Association as set forth in this Article, if a Resident violates the Rules set forth in Article 11 above, the Association may bring an action for declaratory relief with the FCC or any court of competent jurisdiction after notice and an opportunity to be heard. If the court or FCC determines that the Association's Rule(s) is enforceable, a fine of one hundred fifty dollars (\$150.00) shall be imposed by the Association for the first violation. If the

violation is not corrected within a reasonable length of time, additional fines of ten dollars (\$10.00) per day will be imposed for each day that the violation continues. To the extent permitted by law, the Association shall be entitled to reasonable attorneys' fees, costs, and expenses incurred in the enforcement of this policy. In addition, if antenna installation poses a serious immediate safety hazard, the Association may seek injunctive relief to prohibit or seek removal of the installation.

Section 19.6 **PAYMENT OF ASSESSMENTS, MONETARY PENALTIES, COSTS, EXPENSES AND ATTORNEYS' FEES.** All assessments, monetary penalties, costs, expenses, and attorneys' fees assessed/imposed in accordance with the Association's Rules are due and payable as provided in the Association's written notice to the Owner informing him/her of the disciplinary action taken against him/her.

Section 19.7 **SEVERABILITY.** If any provision of these Rules is ruled invalid, the remainder of these Rules shall remain in full force and effect.