

PARKRIDGE HOMEOWNERS ASSOCIATION RULES & REGULATIONS

These Rules supplement the Restated Covenants, Conditions and Restrictions ("CC&Rs"), as recorded on October 28, 2013 of the Parkridge Homeowners Association ("PHOA"), with particular reference to Article VIII therein ("Restrictions on Use of Condominiums and Common Area"). The rules contained herein apply to all owners, tenants, lessees, renters, guests, invitees, employees, workers and/or residents defined in the CC&R's section 2.28 and 2.22. "Common Area" means the entire Project and Common Facilities, except all Units, as defined and shown on the Condominium Plan and defined in the CC&R's section 2.6 and 2.8.

The main purposes of these rules are to ensure safety and security, maximize the use and enjoyment of our facilities for all residents, and foster a sense of community and consideration for ourselves and our neighbors such that no one interferes with the use and quiet enjoyment of others.

COMMON AREAS

1. NO SMOKING:

Smoking is prohibited in all PHOA common areas, including, but not limited to, the Pool/Jacuzzi area, the Recreation Room, the sauna(s), the bathroom(s), the laundry room, the garage, hallways, stairwells, and courtyards, as well as elevators (in which smoking is a violation of Los Angeles Municipal Ordinance).

2. GARBAGE DISPOSAL:

a. All garbage must be wrapped properly in plastic (at least double bagged) and placed in an appropriate garbage receptacle. Please remember to firmly tie the bags so garbage does not spill out in chutes. Any way that will help eliminate the noxious odors in trash rooms will be appreciated. Items that do not easily flow through the garbage chute must be deposited directly into the dumpster. **NO RENOVATION WORK DEBRIS IS ALLOWED IN TRASH BINS** (see # b below). **Do not leave your trash bags out in the hallways for disposal at an indeterminate later time.**

Purpose & Effect: To limit staining on the hallway carpet. The Association has to spend a lot of money every three months on carpet cleaning due to this problem as well as pet urine stains.

b. To reiterate, it is the Resident's responsibility to dispose **separately** of any item **too large** to fit into the dumpster. This includes any renovation debris, garbage, **OLD FURNITURE or APPLIANCES, INCLUDING MATTRESSES**, whether discarded by the resident, worker, or contractor. To properly do this, call the City's Large Item Removal Dept. at 311 and request a pick up. Any costs incurred by PHOA in disposing of any such items left on the premises by a Resident shall be charged to the Resident

Purpose & Effect: To help keep trash chute clearing costs as well as clean---up costs to a minimum.

c. If you fail to properly contain your trash and it spills on the carpet, in the trash chutes, or any other common areas, you will be responsible for any cleanup costs as well as a potential fine.

Purpose & Effect: To keep the owners from paying for someone else's trash.

3. RECYCLING:

The dumpster next to the West gate is a recycling bin. Cardboard, paper/newspaper/magazines and cleaned---out glass, aluminum, or plastic cans or bottles --- and **ONLY** those items --- should be placed in this bin. **NO FOOD ITEMS!** Cardboard boxes must be broken down before being placed in the recycling bin. If that dumpster is full, you may leave the above items in the regular trash bins and they will be recycled as well.

Purpose & Effect: This is an addition to an existing rule explaining that residents may also leave recycled materials in the trash versus on the ground because the trash vendor will sort the recyclables.

4. PERSONAL ITEMS:

Personal property, including but not limited to bicycles, furniture, carriages or play equipment, **may NOT be placed in the building entryways, stairwells, hallways, in front of your cars, or in any other common areas for any time.** Note that this rule also relates to fire safety: in the event that PHOA is levied a fine by the Fire Department for such violation, the owner of the personal belongings that resulted in the fine shall be responsible for reimbursing PHOA the full amount of the fine.

Purpose & Effect: This is an addition to an existing rule clarifying that personal items should not be left in ANY common area location.

5. PATIO / BALCONIES:

a. Nothing, **especially dirt or water**, shall be dropped, swept, or poured off a balcony or 1st floor patios so as to fall onto another resident's balcony or windows, or onto the upper pool decks or east and west courtyards.

b. Plants on patios or balconies must be placed on footers or stands to allow air to flow under so water does not collect around the planter and deteriorate the patio or balcony surface.

Purpose & Effect: To maintain the surface of each patio, balcony, upper pool decks and east and west courtyards, from deterioration and rot. Air must flow under plants to avoid a ring around the plant on the surface, which erodes the balcony surface. This costs the Association a lot of money every time a balcony has to be repaired.

c. No plants or other items should be placed on balcony railings.

Purpose & Effect: This is a safety and liability concern as this could cause bodily injury to another as well as financial liability should a lawsuit occur. Additionally the weight of the plants may overtime cause damage to the railings.

6. DELIVERIES:

No deliveries are permitted through the main entrance (glass doors) on Tyrone unless they can be carried by hand. **Any delivery requiring a hand-- truck, dolly, or other cart must be brought in through the garage or by use of a stairwell.** So yes, to accomplish this each resident will need to personally go down and open the garage doors/gates or temporarily provide the deliverer with the proper keys.

Purpose & Effect: To maintain security at the building at all times. Many times the common area doors are left open and unattended due to this. To protect the main lobby stairs from damage.

7. MOVING:

a. Prior to commencement of any Resident's in/out move, the Resident must notify of move and give a \$250 deposit to PHOA Management or Board Member(s). If there is no damage caused by the move, the deposit will be refunded after inspection by Management or Board Member(s). Resident(s) or owner(s) are liable for any damage caused during the move, and will be charged with the cost of repairs or cleanup in excess of the \$250 deposit, which will be first applied to the costs.

Purpose & Effect: This is an increase in the previous deposit amount and is needed because any damage caused by a move will cost at least this much to repair in most cases.

b. Moving hours: 9:00 a.m. to 8:00 p.m. Monday through Sunday.

For the mutual safety and security of everyone at Parkridge, please monitor the gate areas to ensure that no unauthorized person(s) enters the premises while gate is open.

Purpose & Effect: This has been revised in order to keep noise issues to a minimum related to residents moving in and out and disturbing others.

c. To maintain security in the building, common area doors & gates must not be left propped open and unattended.

Purpose & Effect: To help maintain a secure and safe building.

8. SECURITY:

Access to the roof by any resident(s)/guest(s)/vendors is prohibited without prior BOD/Management authorization. This is for the protection of the health, safety, and quiet enjoyment of the occupants of the building as well as to maintain the warranty for the roof. ANYONE needing access to the roof **MUST** be accompanied by a Board Member, Employee, or a

Management Company representative. **Anyone found on the roof without authorization will be subject to a \$500 fine and no warning will be issued.**

Purpose & Effect: This is a large fine, however, residents should never access the roof unless there is an evacuation. The roof warranty is for 20 years and people accessing the roof can definitely void the warranty even if it's damaged inadvertently. With the exception of an evacuation there is no reason for a resident to be on the roof and the owner of the unit in which the resident resides or visits will be fined \$500. Additionally, the roof is not a recreation area and residents should not use it for any recreational purposes, such as smoking, etc.

9. NOTICES AND SIGNS:

Rules regarding signs are contained in Section 8.6 of the CC&R's.

Should a resident want to post an item for sale, a unit for rent or sale, or for any other item that is not illegal, you may do so on the HOA's Facebook page at Parkridge Condo's or on the bulletin Board by the mailboxes.

Purpose & Effect: The purpose of this is to remind owners not to post items in the common area but additionally to let them know there is a new format created by a few volunteer owners to accommodate postings and listings.

10. JACUZZI, SAUNA, POOL AND POOL AREA

A. GENERAL USE AND GUEST PRIVILEGES:

The Pool is reserved exclusively for use of residents of the building. However, **guests are permitted within reason and as long as they do not infringe on residents' enjoyment. Members are responsible for informing their guest(s) of all pool and spa rules and will be responsible for violations by the guest(s). No more than six(6) guests PER UNIT**, not per resident, are allowed in the pool/spa areas at one time.

Purpose: To benefit the security and quiet enjoyment of the residents, by balancing the desire to invite guests with the need to put residents' rights first.

B. HOURS:

Sunday through Thursday, 9:00 a.m. to 10:00 p.m.

Friday and Saturday, 9:00 a.m. through 11:00 p.m.

to comply with noise abatement and quiet enjoyment.

C. AGE:

a. **All children under 14 years of age must be accompanied by a responsible, attentive adult who is at least 18 years of age.** (NOTE: You must have reached your 14th birthday to use the pool without an adult.)

b. Babies and toddlers still in diapers must wear "swim diapers." For health reasons, it is

also recommended that children under the age of 6 should not use the spa. Please make sure your children use the restrooms often to avoid accidental contamination that will necessitate a 48---72 hour pool closure.

Purpose: For the benefit of the health, safety and quiet enjoyment of the residents; to avoid the necessity of closing the pool and/or spa due to fecal contamination. **Fiscal impact:** Reduced risk of liability for injury and pool hygiene.

D. RESPONSIBILITY:

NO LIFEGUARD IS ON DUTY! Use of the pool is at the user's own risk and PHOA is not liable for accident or injury. PHOA is not responsible for personal articles lost, damaged, or stolen.

E. COURTEOUS AND SAFE BEHAVIOR:

This section applies to the pool, the pool area, and the Jacuzzi, as well as to the Recreation Room where applicable.

a. DIVING IS NOT PERMITTED.

b. In consideration of your neighbors, no loud noise, yelling, or offensive language is permitted. To listen to music you must use personal earphones.

c. Glass bottles and/or glass containers are NOT permitted.

d. Alcoholic beverages are NOT allowed.

e. Intoxication and disorderly and/or dangerous conduct are not permitted.

f. Streaking, skinny---dipping or sexual conduct of any kind is strictly prohibited.

g. Rough or boisterous activity, running, rope jumping, skateboards, rollerblades, bikes, scooters, or ball playing **are not allowed.**

h. Anyone utilizing the pool cannot monopolize the space within the pool thus inhibiting others from full use of the pool area. Please be considerate of all persons using the pool and patio area so as to not dominate anything therein.

i. No animals, except service animals, are allowed.

j. Persons with communicable diseases, open and/or infected sores, skin abrasions, open blisters, cuts, any skin disease, bleeding, inflamed eyes, cold, nasal or ear discharge will not be allowed in the pool or Jacuzzi.

- k. Do not enter the pool or Jacuzzi after applications of non---waterproof suntan oil or lotion. Do not place soap, detergent, bubble---bath, or any other substance in the pool or Jacuzzi.
- l. Pool and Jacuzzi users must wear appropriate swimming attire. **You must use towels on lounges**, and preferably on chairs as well, to prevent rusting of vinyl material.
- m. Babies and toddlers in diapers must use “swim diapers.” Owners/Residents/Guests responsible for any fecal accidents requiring cleanup and water purification, **by state law**, will be responsible for the cost of such cleanup and any incurred cost thereof.
- n. **No food, drinks, or chewing gum are allowed in the Pool or Jacuzzi.** Owners/Residents/Guests in violation of the above will be responsible for any cost and repair of equipment, cleanup, water---purification or any incurred cost thereof resulting from damage to the pool or Jacuzzi.
- o. All garbage must be placed in an appropriate garbage receptacle. **If an item is too large for the garbage receptacles in the pool area, or if those receptacles are full, you must remove such item(s) to the dumpsters instead.**
- p. If you’ve moved chairs or lounges for your convenience, please return them to their original location.

11. RECREATION ROOM

a. A refundable deposit of \$250 will be given to PHOA prior to the use of the recreation room in case of damage. Resident is liable for any damage caused during resident's use of the Recreation Room, and will be charged with the cost of repairs or cleanup in excess of the \$250 deposit, which will be first applied to the costs.

Purpose & Effect: This is an increase in the previous deposit amount and is needed because any damage caused in the use of the Rec Room will cost at least this much to repair in most cases.

b. Alcohol may not be served when residents are using the Recreation Room unless the resident has obtained an insurance waiver of liability showing they have personally accepted responsibility and the Association is additionally insured. This must be provided prior to the Association releasing keys for the use of the room.

Purpose & Effect: This is to remove liability from the Association should alcohol be served in common areas.

12. PARKING GARAGE

Vehicles stored or parked improperly will be towed away at the owner’s expense. This includes any vehicle(s) that are inoperable or have expired tags. The Board shall first issue a written warning to the resident who, to the best of the Board's knowledge, owns the vehicle. If the car

is not removed voluntarily within 10 days after issuance of said written warning, the Board shall have the vehicle removed after following the procedures for fines and penalties mandated by Paragraph 2 of "Violations."

Purpose & Effect: The addition of listing expired tags is a courtesy and reminder that it is already State law that a vehicle which has expired tags is already considered inoperable and subject to tow.

13. QUIET HOURS:

Sunday through Thursday, 10:00 p.m. to 9:00 a.m.

Friday and Saturday, 11:00 p.m. through 9:00 a.m.

PETS

No pet may exceed a weight of 30 pounds fully grown. There is a limit of 2 pets per unit at all times. No visitors allowed. Residents are responsible for noise nuisance caused by their pets.

Purpose & Effect: This is already relayed in the CC&R's but is a reminder that every owner is responsible for any noise caused by the pets such as constant barking, crying, howling, etc.

ARCHITECTURAL CONTROL

The specific rules regarding Architectural Controls are contained in Article VII of the CC&Rs and incorporated herein by reference. If a homeowner fails to seek architectural approval for the Architectural Committee, the Community has certain rights specified in the CC&R's. All homeowners are advised to review the CC&R's pertaining to the rights of the Community regarding lot improvements. Final product may be inspected for conformity and consistency to the approved plan upon completion of said work. This approval does not relieve applicant from obtaining building permits or other necessary approvals from governmental agencies involved. All building permits are the responsibility of the homeowner. Approval is contingent on homeowners carrying and providing a copy of liability insurance (CC&Rs Article XI).

a. Any resident wanting to install satellite **MUST** call Direct TV (no other providers are allowed as per HOA/Direct TV contract) at 800---375---7033 for new service & 800---268---4235 for technical support or billing questions

Purpose & Effect: This is an existing rule that was created and is being added into the new Rules and Regulations.

b. Any work performed within a unit with the exception of painting **MUST** be approved by the Board of Directors first.

Purpose & Effect: This is already in the CC&R's, however, it's not only required but important the Board knows of all repairs occurring for many reasons. Many times doors are left open, trash chutes are clogged, construction trash is left in the HOA's dumpster, owners complain of noise, rules are not followed, etc. It is helpful when the Board and management are aware who is working and where. Additionally, owners often remove walls and have work performed that may not be acceptable so all

work must go through the Board first.

c. All Construction Debris **must be removed from the building by the resident or resident's contractor, **NOT disposed in the HOA trash.****

Purpose & Effect: The HOA's trash vendor will not haul away construction debris and this causes extra cost to the HOA as well as the inconvenience to the residents of a full bin.

d. Construction hours are Monday – Friday 8 a.m. – 5 p.m., Saturday 9 a.m. – 4 p.m. Work on Sundays is prohibited.

Purpose & Effect: This is to keep construction noise to specific times so owners can get their work done but not at the expense of other residents' quiet enjoyment.

e. When moving Construction materials into the building, no doors may be propped open and left unattended.

Purpose & Effect: This is to maintain the security of the property

f. Owners are responsible for costs of clean up associated with their construction (ex. Stains or damage to hallway carpeting, etc.).

Purpose & Effect: This does occur and this rule is created so the rest of the owners are not essentially paying for other owners clean---up costs.

g. Residents must notify their neighbors at least 48 hours in advance prior to any start of construction in their units with the exception of emergency plumbing repairs.

Purpose & Effect: This is to help keep positive neighbor---to---neighbor relationships. Residents should be informed if loud noises will occur at 9 a.m. and this is the responsibility of the party performing the work.

h. As previously stated, **Access to the roof by any resident(s)/guest(s)/vendors is prohibited without prior BOD/Management authorization. This is for the protection of the health, safety, and quiet enjoyment of the occupants of the building as well as to maintain the warranty for the roof. **ANYONE needing access to the roof MUST be accompanied by a Board Member, Employee, or the Management Company representative sent. Anyone found on the roof will be subject to a \$500 fine.****

Purpose & Effect: This is an existing rule that has been added to and elaborated more on in section 10 Security.

i. Anyone installing new water heaters must install a 210 Watts Valve and drain pan to minimize the chance of water damage to their own unit as well as adjacent units.

Purpose & Effect: This was created to help minimize damage from one unit to the next from a unit specific water heater.

FLOORING

All Hard Surface Flooring must meet or exceed a 55 FIIC rating. In addition, you must submit a sample of the flooring, cork, or any other underlayment and include a letterhead statement from the flooring installers that states the flooring, cork, and underlayment combination meets or exceeds the HOA's requirements of 55 FIIC or greater.

If your flooring does not meet or exceed a 55 FIIC rating, and there is a complaint of excessive sound transmission, you will be required at your own cost to conduct a professional sound test. If your floors do not meet the requirements set forth, you will be required to remove the hard surface flooring at your own expense.

Purpose & Effect: This rule was passed in 2010 but this is a reminder as many residents continue to install flooring without prior approval.

LESSEES

A. Owners must notify management in advance of change in tenancy.

Purpose & Effect: The Board of Directors need to know when this occurs so they know if the unit is occupied and by whom.

B. A copy of any lease must be provided to the property manager within 30 days of a tenant move in.

Purpose & Effect: This is common so the Board of Directors can confirm that the term of a lease is not less than 1 year as well as confirm if the unit is being rented or if "rooms" are being rented.

C. Any tenant contact information and vehicle information must be provided to management no later than 7 days of move in for emergency purposes.

Purpose & Effect: This is so management has resident information in case of an emergency, plumbing or otherwise.

VIOLATIONS

The PHOA, by the Board of Directors, may levy a fine against a resident for violation of any rule. The Board must hold a hearing to impose a fine or penalty. The Resident who is alleged to have committed such violation shall be notified in writing at least ten (10) days before the hearing. Said notice shall include the time, date, and place of the hearing, as well as a statement of the general nature of the alleged violation. The Resident may request that the Board meet in Executive Session with no one present except for Board Members and the Resident. If the Board votes to impose a fine or penalty, the Resident shall be notified in writing within fifteen (15) days of the Board's decision. Please refer to the Fine Schedule on the following page.

FINE SCHEDULE:

This schedule serves as notification to the potential fines for violations of the CC&Rs, Bylaws and Rules and Regulations as established by the Board of Directors.

1 st Violation	Warning or fine up to \$100*
2 nd Violation	Same Offense up to \$250*
3 rd Violation	Same Offense up to \$500*
Additional Violations	Same Offense up to \$500*
Failure to submit Architectural Plans before beginning construction	\$500 fine & \$50/day while construction continues without approval*
Vandalism, Endangering others	Fines up to \$500 per incident and cost of repair depending on Violation*
Continuing Violations	Fines up to \$50 per day may accrue until the violation is cured

*Where applicable, the Board may also suspend a member's use of one or more of the common areas for a period of up to 30 days.

Note: If the Board of Directors calls a member to a hearing, violations occurring between the hearing notice and the hearing date will be added to the potential fine totals

In all cases, if the Board utilizes Legal Counsel to obtain an injunction to stop a violation, or to bring resolution to ANY violation, the Board may issue a fine to cover the exact amount of all Legal Costs

Late Fees incurred on Fines:

Any fine levied shall be due and payable no later than seven calendar days after PHOA gives written notice of the fine. On the thirtieth calendar day after written notice has been sent, an additional late charge of \$10.00 shall be assessed. If the fine is still unpaid on the sixtieth calendar day after written notice, an additional late charge of \$15.00 shall be assessed. If the fine is still unpaid on the ninetieth calendar day after written notice, an additional late charge of \$20.00 shall be assessed. Each thirty---calendar---days thereafter, an additional late charge of \$20.00 shall be assessed.

An Owner will, in addition to the fines, be responsible for any costs incurred by PHOA including but not limited to attorney fees and court costs should legal action be required to collect unpaid fines.

Purpose & Effect: This section has been edited to phrase “owner” versus “resident” as the owner is responsible for themselves as well as any tenants, vendors, and guests. Additionally the fine schedule has been increased to an amount that hopefully will be a deterrent for residents breaking the rules.

If given prior notice at the warning phase, the owner may be fined on a daily basis for non-- compliance (example not removing items from the common area in 7 days that they were warned about, not repairing a running toilet, etc. This would result in a daily fine of \$20 per non---compliance until the issue has been resolved.

Purpose & Effect: The purpose of this is to keep owners from ignoring responsibilities and requirements and allows the Board to continue to fine until the infraction has been remedied.

The fine for going on the roof without prior approval is automatically \$500 per occurrence and no warning will be issued!

Purpose & Effect: As stated in section 8, **Security**, this is to maintain the integrity and warranty on the roof.