

RULES AND REGULATIONS

FOR

Bella Montagna HOA

TRACT NO.

CITY OF WOODLAND HILLS., COUNTY OF LOS ANGELES

Drafted: July 22, 2005

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INTRODUCTION

The Rules & Regulations contained in this booklet are adopted pursuant to the Declaration of Covenants, Conditions and Restrictions and Grant of Easements for the Homeowners Association ("CC&R's") by the Board of Directors ("Board") of the Association and shall supplement the CC&R's. Rules & Regulations may be modified from time to time in response to community needs; however, they may not be used in any way to supersede the CC&R's. Any situation not specifically addressed or outlined herein will become a matter of reasonable discretion on the part of the Board. In the event of a conflict between the Rules & Regulations and the CC&R's, the CC&R's shall control. Nothing herein shall limit or modify the CC&R's.

It is the obligation of all members of the community to abide by the Rules & Regulations governing the Association. This will create a pleasant and harmonious environment for all Owners.

To ensure a uniform interpretation of the need for cooperation, courtesy and consideration, certain Rules & Regulations have to be published in an official manner. The intent is that the community governed by these Rules & Regulations will ensure the realization of the basic objective of optimum good and satisfaction for each owner. It is also the obligation and responsibility of each owner to report rule violators and vandalism immediately in order to protect values and to keep expenditures of your Association as low as possible.

Rule violators may be subject to fines or other disciplinary action.

BOARD OF DIRECTORS

The Board of Directors has an administrative responsibility to review the activities of the unit owners, renters, guests and the professional management company. The Board of Directors will make decisions that will maintain the property and the quiet calm of the community.

Generally a five person Board, these unpaid unit owners are responsible for insuring that the CC&R's and Rules and Regulations of the Association are being followed.

Their decisions are made known to the unit owners through the Board of Directors meeting. During these meetings, owners are requested to attend and raise any issues that they want the Board to review and consider.

THE MANGEMENT COMPANY

The management company is engaged in the business of managing the Association. Their various duties include: Handling emergency service calls, receiving and administering dues and assessments, mailing monthly statements, contacting vendors, assisting the Board of Directors, advising the Board and owners of CC&R regulations and various other state or federal laws governing condominium Associations, forwarding to the Board all of the owner's letters and

information gained from telephonic conversations from owners and offering support and assistance to the entire Association.

see attached The Homeowners Association's property supervisor can be contacted by calling (818) 981-1802. The Bella Montagna Association supervisor is Kory Ford ext 264. The FAX number is (818) 986-1214. The supervisor will assist you with your Association needs and any issues that you may have.

GENERAL INFORMATION

1. Please report anything unusual, broken or damaged to the property management company immediately. If this occurs after normal business hours, the company operator will advise you of an emergency number that you should call.
2. Be considerate of your neighbors. Disturbing an owner's right to the quiet enjoyment of their unit will result in a fine
3. The Homeowners Association assumes no responsibility for lost, stolen or damaged items left in the common area including garages or guest parking areas.
4. To have your name added to the security system at the main entrance, please contact LB Property Management.
5. Littering is subject to a fine.
6. All owners receive a copy of the CC&R's, Rules and Regulations and Bylaws at the time of purchase. Please read these carefully so that you can become familiar with the Association and its governing regulations.

EMERGENCY CALLS

see attached All holiday, weekend and after-hours EMERGENCY ONLY calls should be directed to (818) 832-6201. Listen carefully to the instructions provided and this will put you in contact with our maintenance department. Please do not leave a message of an emergent nature for your supervisor. For Fire or Police Emergency, call 911.

OWNER AND RESIDENTS RESPONSIBILITIES

1. Owners are responsible for the actions of their guests and tenants while they (guest & tenants) are on the premises. It is the owner's responsibility to ensure that all tenants are aware of and abide by all the Rules & Regulations.
2. It is the tenants responsibility to abide by all Rules & Regulations and ensure that their guests also abide by said rules.
3. Any person who disregards the rules will be subject to Association action.

PETS

1. Pets shall not be left unattended in the common areas or on patios, decks or balconies of a unit.
2. All dogs and cats must be registered on the owner information form.
3. All dogs kept within the complex shall have a current license and name tag.
4. Dogs are not allowed in the common areas unless on a leash and attended by a qualified resident.
5. No exotic pets, livestock, reptiles, insects or poultry shall be kept in any home. Usual and ordinary domestic pets, including dogs, cats, fish, and birds inside cages may be kept as household pets within any home provided they are not kept, bred or raised for commercial purposes.
6. Balconies, patios, or decks are not to be used for feeding or watering pets or birds. Balconies, patios or decks are not to be used for droppings deposited by a pet (i.e., no litter boxes, etc.).
7. No more than a total of two dogs and/or cats (that is, no more than two dogs, or two cats, or one dog and one cat) per household are permitted to be maintained in the project.
8. Any dog or breed of dog which the Board reasonably determines to be a threat to the safety of the occupants of the project shall not be allowed in the project.
9. Pit bull dogs are not allowed in the project under any circumstances.
10. No resident or tenant may maintain any aquarium or other container that contains or is capable of holding more than 15 gallons of water.
11. The Board has the power to prohibit the keeping or maintenance of any animal, which, in the opinion of the Board, after notice and hearing, is deemed by the Board to constitute a nuisance to any other resident.
12. Each person bringing or keeping an animal within the project shall be absolutely liable to other residents and their invitees for any damage to persons or property caused by that animal. It shall be the duty and responsibility of each such resident to clean up after such animals that have deposited droppings or otherwise used any portion of the project or public street abutting or visible from the property. Guests are not permitted to have pets on the premises.
13. Animals belonging to residents must be kept within an enclosure or on a leash held by a person capable of controlling the animal.
14. Uncontrolled animals in the common area are subject to immediate restraint and will be turned over to the Humane Society, and/or the owner of the pet will be subject to the violation process of the Association.
15. All pet owners shall be responsible for their pet's nuisance and noise disturbance. Dogs are not to bark unnecessarily or incessantly.

16. No pets are allowed in the pool and spa area, or community room.

LOCKS AND KEYS

1. The keys to all units, mailboxes and storage areas are supplied to the owners at the first sale.
2. Owners are not to change the locks on their unit by themselves. Owners should request the Association to change locks when necessary. In addition, the codes for the security alarms for all units should be left on file as well as the names of any persons to be contacted in case of a fire, flood, or other emergency where Management may need to enter a Unit. Access to and use of the security alarm codes maintained by Management will be subject to procedures established by the Board. Forced entry may be required in the event of an emergency and the owner of such Unit shall be held liable for any damage that might occur to the Unit, other Units or the common area due to forced entry.

COMMUNITY ROOM AND FITNESS ROOM RULES

1. Only owners, tenants and their guests are allowed in the fitness room guests must be accompanied by an owner or tenant.
2. No one under the age of 15 is permitted in the above-mentioned areas unless accompanied by an adult owner.
3. No glass containers are allowed in above-mentioned areas.
4. No pets are allowed in these areas.
5. All users are expected to take proper care of furniture and equipment. damage to furnishings or facilities by owners, tenants or guest will be charged to the responsible owner.
6. Noise should be kept at a reasonable level in deference to the Owners living around these areas. Owners must be conscious of disturbing other Owners. Area usage hours will be strictly enforced.
7. Above mentioned area hours are: Sunday-Thursday: 5:00 am to 1:00am.
8. There is to be no running or roughhousing at any time in the above-mentioned areas.
9. Owners and guests must remove all trash prior to leaving these areas. Tables and chairs must be wiped clean after use.
10. Any furniture or equipment moved for owner's convenience must be returned to its original location after use.
11. No radio or music may be played in above areas unless used with headphones.
12. The swimming pool/spa area is not included in the reservations and is to remain available to residents during permitted hours.

13. Events may begin any time after 9 a.m. All guests must be off the premises by 10 p.m. After 10 p.m. there will be no more than 4 people permitted to remain on-site for clean up. Clean up and trash removal is the responsibility of the resident making the reservation. Clean up must be completed immediately after the party/gathering. Clean up includes the restroom and any trash in and around the building and common areas. An Association representative will inspect the premises after the event. We suggest you inspect the premises before your event since the area is open to all residents. The Association and the management cannot guarantee facility cleanliness although they are routinely cleaned. Please check the restrooms for ample supplies.
14. For events that host 25 or more guests, additional security guards and valet parking will be required at Owner's expense. The Board reserves the right to require security guards and/or valet parking for parties with fewer than 25 guests.
15. A refundable check, made payable to Association in the amount applicable to the number of guests, must accompany the reservation form with a self-addressed envelope. Another check, for the reservation fee, for the number of anticipated guests must also accompany this form as follows:
16.

	<u>Non-Refundable Reservation Fee</u>	<u>Refundable Deposit Fee</u>	<u>Guard</u>
0 to 10 guests	\$50	\$100	
11 to 24 guests	\$50	\$250	Recommended
25 to 39 guests	\$50	\$500	Required
17. The deposit will be returned a week following the event, less any charges for damage, cleaning and/or vandalism and any costs associated to quiet the party down. If the deposit is insufficient to cover cleaning or damage costs resulting from a party or event, The Board reserves the right to seek recovery from the contracting owner for such additional costs by way of a reimbursement assessment pursuant to California Civil Code Section 1367 (b).
18. The Association reserves the right to refuse the use of the community room for any party or gathering.

SWIMMING POOL AND SPA

1. Unoccupied poolside chairs and lounges may not be reserved by or for anyone outside the pool area. Towels, clothing and other items should be taken with the owner when departing the pool and spa area.
2. Persons using suntan lotion may not enter the pool or spa unless they wipe off excess lotion. Users of oil or lotion must protect the chair or lounge with a towel.
3. Absolutely no foreign substances such as bubble bath, soap, beer, etc. may be added to the pools or spa. Persons observed doing so will be assessed the cost of draining, cleaning, refilling and other costs incurred due to pool or spa damage.

4. Throwing non-floating items: such as rocks, marbles, coins and the like into pools or spa is prohibited. No bobby pins, hairpins, etc. are to be worn in the pool. Metal objects cause serious damage to the filtering system.
5. The "buddy" system is recommended for all swimmers at all times.
6. The use of the pool is expressly limited to residential residents and their invited guests. Each unit is limited to four guests total, at any given time. At no time shall any group monopolize the facilities.
7. Guests on an extended stay (over 2 weeks) are considered members of the household and may use the facilities unaccompanied. Extended-stay guests must register with the Management. Other guests may use the facilities only when accompanied by the host.
8. Absolutely no running, pushing, or horseplay around or in the pool area will be permitted.
9. At no time shall there be any loud noise, disturbance or other activity that creates a nuisance to residents. Unit residents and guests are expected to maintain a conversational voice level and refrain from using obscene language and aggressive behavior.
10. No infant, young child or person subject to involuntary natural bodily functions is permitted to use the pool or spa without proper and effective diaper protection.
11. Surfboards, Styrofoam floats or other large objects of this nature will not be permitted. Only flotation devices for small children (i.e. water wings) shall be permitted.
12. **NO GLASSWARE OF ANY KIND IS ALLOWED IN THE POOL AREA.** Containers of an unbreakable nature will be allowed provided they are disposed of in the proper manner. Littering in the pool and pool area is not allowed.
13. No pets are allowed in the pool/spa area at any time.
14. Bicycles, skateboards, scooters, roller-skates, roller-blades, toys or other wheeled vehicles or shoes are not allowed in the pool area at any time.
15. Only persons dressed in standard swimwear are allowed in the pool or spa. Nudity or nude sunbathing in these areas is not tolerated.
16. Climbing over the gates and fences in the pool area is prohibited.
17. Persons with skin disorders, colds, coughs or communicable diseases are asked to refrain from pool and spa use due to the obvious risk of health problems to other individuals.
18. Immoral, lewd or indecent conduct is prohibited in the pool, spa, and all other common areas including exclusive use common areas.
19. Portable TV's and radios are not permitted unless used with headphones.
20. Children 14 years and younger must be accompanied at all times by a responsible adult. No child under the age of 14 years shall be allowed in the Jacuzzi or pool unless accompanied by a parent or legal guardian. It is recommended that pregnant women, persons with heart problems, high blood pressure or diabetes refrain from using the spa for health reasons.

21. The Association is not liable, and does not assume any liability whatsoever, for injury, property damage or any kind of loss arising in connection with the use of the pool, spa, or sauna. **The pool, spa and recreation areas have no lifeguard on duty.**
22. The Board of Directors reserves the right to deny use of the pool, pool area and spa to anyone at any time.

BASKETBALL COURTS

1. Use of the basketball court is done so at your own risk
2. Basketball court hours of operation are from 7:00 a.m. to 10:00 p.m.
3. The Association basketball court is for the use of Association residents and their guests only. A resident when using the basketball court must accompany all guests.
4. Appropriate footwear is required.
5. Common courtesy and respect should be shown by all persons using the court and those waiting to use the court. Strong language or poor behavior may result in players being requested to leave the court.
6. No skates, skateboards, bicycles, roller blades or other wheeled vehicles are permitted on the basketball courts.

BALCONIES, PATIOS AND DECKS – EXCLUSIVE USE AREAS

8. Children must be monitored while on the balcony areas and must not be allowed to climb or stand on the railings.
9. The balconies of a Unit may contain patio furniture, potted plants and other similar outdoor furnishings which comply with the standards governing the appearance of such items (including without limitations, size, materials, color and fabric).
10. The balconies and patios shall not be used for storage of any type,. The balconies shall be maintained in clean, neat and sanitary condition at all times and nothing shall be placed on the balconies so as to render them unsightly or offensive.
11. Improvements including without limitation, plants, fountains and other landscaping features within the patio, balcony and/or deck areas shall be subject to the Architectural Guidelines. Any improvements within such areas shall require the approval of the Architectural Control Committee.
12. Unless installed by developer, no vegetation shall be permitted to extend beyond the railings, fences, walls and/or other boundaries of the patio, balcony and/or deck areas, except when approved by the Architectural Control Committee.
13. No owner shall change or alter the surface of any exclusive use patio area, exclusive use deck area or exclusive use balcony area without the written consent of the Architectural Committee.

PARKING AREAS

1. Each unit is assigned certain exclusive-use parking space(s) under the recorded condominium plan for the project. One bedroom units will have one (1) exclusive use parking space. Two and three bedroom units will have two (2) exclusive use parking spaces, many of which will be tandem parking spaces. All parking within the project is subject to the following restrictions:
2. Any unauthorized parking will result in the vehicle being towed at the owners expense.
3. The management company or the Board of Directors must approve visitors parking for an extended length of time.
4. Only one vehicle may be parked in a standard parking space and only two (2) vehicles may be parked in a tandem parking space.
5. No storage of extra vehicles will be accommodated at any time if the vehicle is not regularly used by the owner or tenant. Vehicles stored in the parking garage will be considered abandoned and will be towed at owner's expense. All unauthorized vehicles will be towed at owner's expense and without advance warning or citation
6. All motorized vehicles, including motorcycles and automobiles, must be parked in a designated parking space.
7. Maintenance work on vehicles is not permitted within the project. No car washing is permitted within the Project unless it is done in a designated carwash area. No repairs or other work may be performed on vehicles in the garage area except for an emergency to enable the vehicle to be towed or driven to an appropriate workshop.
8. No sounding of horns or racing of motors is permitted in the parking garage or elsewhere within the project.
9. Vehicle doors must be carefully opened and loading and unloading must be done so as not to damage other vehicles.
10. Vehicles are parked in the garage at the owner's risk of fire, damage, vandalism, or theft; any such incidents should be promptly reported to management and to the appropriate police authority.
11. Parking privileges in the project are for owners and their tenants only. Vehicle keys should not be loaned to persons who are not residents of the project.
12. Handicapped parking is strictly enforced and proper identification is required. All violators will be cited by the city and towed at owner's expense.
13. All accidents must be immediately reported to management and an incident report and claim form must be filled out.
14. Caution should be exercised with regards to pedestrians.
15. The speed limit of 5 mph must be observed at all times.
16. Vehicles must be maintained in proper conditions to prevent leakage and /or damage to the property.

17. Only bicycles, motorcycles and automobiles (vans), are permitted in the garages.
18. Storage is only permitted in the storage units which have been conveyed by Declarant or in storage spaces or receptacles permitted by the HOA.
19. There will be no parking in the driveway entrance to the garage. There will be no parking in the driveway leading down to garage. Parking in the driveway is subject to immediate towing.
20. No vehicle shall be parked so as to impede or prevent access to another's parking space.
21. The Association, Management Company and the owner of the parking garage assume no responsibility for any damage to vehicles, drivers and/or passengers and pedestrians while driving or parking on the premises.
22. No repairs shall be made to vehicles in parking spaces except in a genuine emergency. No vehicle may be on jacks or dismantled. Any vehicle so found will be subject to towing.
23. All tenants must forward in writing, the license plate, make, model and year of the vehicles that will be parked in the assigned places to the Management Company.
24. Parking will be allowed in assigned parking spots only. All unauthorized vehicles will be towed at owner's expense and without advance warning or citation.
25. Washing, waxing, detailing of vehicles is not permitted on any Association property.

MOVE-INS/MOVE OUTS PROCEDURES

All move-ins and move-outs within the Project are subject to the following restrictions and procedures:

1. Owners shall notify the Management in writing and request a moving date approval at least four (4) days in advance of the moving date.
2. Moving may be scheduled only between the hours of 8 am and 8 pm.
3. **A deposit of \$500 is required to cover the cost of any damage, which may occur to the common area. This deposit must be made payable to the Association and must be provided to Management 7 days prior to the scheduled move-in date. No sooner than 5 business days after the completion of the move, the deposit (less any deductions for damage) shall be promptly returned..**
4. Owners and tenants who are moving large pieces that cannot be moved through the stairwells, must contact Management prior to the move to make appropriate arrangements. A moving plan should be submitted to management for prior approval. Should it become necessary to raise or lower items along the exterior of the building, an additional deposit of \$2,500 is required. This deposit also must be made payable to the Association and must be provided to the management prior to the scheduled move-in date.

5. Owners and their tenants are responsible for seeing that the movers haul away all discarded cardboard boxes, padding, styrofoam packing material or other similar bulky materials, as the trash bins are not large enough to accommodate same. All other trash should be placed directly into the trash bins. .
6. Prior to any move, the Owner or tenants shall provide management with a Certificate of Insurance for workers compensation and liability insurance with minimum limits of \$1,000,000 for the moving company, naming the Association as additional insured.
7. Whenever an owner or a tenant moves in or out of the project, an extra staff person may be needed to oversee the move. The actual costs (half a shift minimum) shall be charged to the moving owner (or tenant) for the extra staff needed to accommodate the move (either in or out).
8. Moving trucks must not block the driveway and must not block incoming and outgoing traffic.
9. Security door, fire doors and gates must not be propped or left ajar.
10. Owners who lease or rent their units must supply the Management Company with the pertinent information regarding their tenant.

UTILITIES

Below follows some numbers that will be helpful:

Water & Electric (LA DWP):	800-342-5397
Gas: The Gas Company -	800-427-2200
Telephone: (SBC):	800-310-2355
Cable TV: (Consolidated Smart Systems):	800-262-1327

SIGNS/DISPLAY/LOCKBOXES

1. No sign or billboard may be posted or displayed on any portion of the building except those approved by the Board of Directors. Owners and residents are not permitted to display signs, banners, decorative lights or ornamentation (including holiday decorations or ornamentation) from the outside of Units, (including balconies or patios) or within common areas at any time.
2. "For Rent" or "For Sale" signs are not permitted except those that are permitted by the Board of Directors.
3. No lock-boxes are permitted.
4. No personal or business notices are to be placed in the mailbox area. Only notices placed by the U. S. Post Office, Federal Express, UPS, etc. will be left in place. Please be sure tenants, guests, work-persons, etc. are informed of this rule.

5. All mailbox identification to be by management only – no handwritten notes will be permitted.

SECURITY

1. You must close all exterior doors completely and insure that they remain locked at all times. Do not prop them open or leave them unsupervised.
2. Owners shall not allow entry to the property to any third party that is not known to them.
3. Do not assume that "someone else" will confront a stranger. Confrontation is sometimes unpleasant but necessary. If you see someone wandering around the property take action or contact the Police Department.
4. NEVER let anyone on the property for a neighbor unless you have positively identified him/her. Many times, individuals are allowed into the building pretending to be "UPS Drivers" or "Florist Delivery People" and want to be let in. Don't let them in.
5. If you see a person that has entered the property and begins hanging doorknob advertisements, please ask them to leave after you advise them that we do not permit people on the property unless they are owners or visiting a particular owner.

PEST CONTROL

1. The Association has a regular pest control service for controlling insects in the common areas. If a resident finds insects in such resident's Unit, such resident will need to contact a licensed pest control company or use the same company the used by the Association. Owners are solely responsible for pest control services inside of such Owner's Unit.
2. Owners are responsible for maintaining their units in a sanitary fashion that will not attract pests.

PROJECT DECORATOR & CONTRACTOR REGULATIONS

1. Owners shall give management a letter informing them of such owner's contractors schedule and authorizing management and on-site personnel to let such owner contractors staff enter and work in such Owner's Unit.
2. Vendors/contractors should notify management and the owner contracting for such work of any accident caused by his employees or agents during his stay in the Project.
3. Decorators and outside contractors must read and abide by the Association rules and regulations regarding time and schedule of working hours and other important information as specified. They are to sign a copy of the Association Construction Agreement and copy of the rules and regulations, and submit them to the Board. Please refer to the CC&R's, for review of plans and specifications by the Architectural Control Committee.

ARCHITECTURAL RESTRICTIONS / REMODELING – ALTERATIONS TO UNITS - CONSTRUCTION RULES & REGULATIONS

The purpose of the Architectural restrictions is to coordinate and control all construction and associated activities in an effort to accommodate the homeowners, to keep disruptions to a minimum and to ensure adequate protection of the building, its systems, all occupants and the general public, critical in any real estate project.

Architectural Plans should be submitted to the Bella Montagna Architectural Committee allowing sufficient time to review the plans and permits prior to their meeting. All plans must be submitted to the Architectural Control Committee, c/o LB Property Management, 4730 Woodman Avenue, #200. Sherman oaks, CA 91423. Please refer to the CC&R's.

Remodeling activities are subject to the following additional restrictions:

1. Hours of work for remodeling and alterations are: 8:30 a.m. to 5:00 p.m., Monday through Friday. No work is permitted on weekends or legal holidays.
2. All laborers, construction workers, and installers must use the elevator or the stairs; all equipment and supplies must be brought to a residence through the elevator. If the elevator is used to move equipment, the owner must give the management 24 hours advance notice and arrangements will be made to provide padding so that the elevator interior is not damaged.
3. Workmen are not permitted to set up a work area in any driving lane on the property or in any common areas or any other area besides the unit being worked on.
4. Workmen violating the Rules & Regulations will be barred from the premises.
5. Owners are responsible for any damage caused by their workmen.
6. The workmen must remove all debris.
7. Any workmen vehicles parked for more than 1 hour in the driveway or ramp will be towed.
8. All common areas must remain clean and safe at all times.
9. All work/set-up/preparation/assembly must be done inside the Unit; nothing may be done in any common area or safety paths. There will be no storage of any supplies or materials outside the Unit.
10. The contractor/subcontractor/installer must carry out its own trash/waste and dispose of it appropriately at an off-site location. Do not use the trash chute or on-site trash bins for anything other than normal household waste. Using the building dumpster is not permitted.
11. The contractor must provide management with Certificates of Insurance for Workers Compensation and liability insurance with minimum limits of \$1,000,000 coverage, naming the Association as additional insured prior to the start of work and prior to delivering any materials to the job.
12. The homeowner must make prior arrangements for access by any trades/contractors with management.

13. Evidence of all required governmental approvals and permits must be submitted to the Architectural Control Committee, c/o LB Property Management, 4730 Woodman Avenue, Sherman Oaks, CA 91423, for written approval to proceed prior to the start of any work.
14. The contractor must notify Management prior to moving or disturbing any security panel, fire alarm horn or light, smoke detector or any element of the fire/life safety system. If in the course of work, contractor must disable any element of the fire/life safety system, then contractor must make it operational as soon as possible but not later than at the end of each work day. If not operational, the owner of such unit is responsible for providing a fire watch at such owner's expense.
15. Owners must deposit \$2,000.00 with the Association. Upon completion of remodeling/alterations, the money will be returned to the Owner less charges for damages to common areas as a result of such owners work persons actions, and appropriate fines. If costs to the Association exceed the deposit, the Owner will be specially assessed for the difference. If the Owner fully complies with Association rules and there is no damage to common areas, the deposit will be fully refunded within fifteen (15) days of notification of completion.
16. All workmen must abide by the rules and standards of the building. No work may be done which is unsafe to either the residents or property of the Association or not in accordance with all laws and regulations.
17. All homeowners and contractors must sign a copy of the Association Construction Agreement and the Association Rules and Regulations prior to commencement of work. A copy is available from the management.

DRAPES AND WINDOW COVERINGS.

All window coverings shall be of a neutral color harmonious with and not in conflict with the color scheme of the exterior wall surface of the condominium and the project. Window tinting and coverings shall be subject to the approval of the Architectural Control Committee.

VENDORS

All vendors must be appropriately licensed and carry Workman's Compensation Insurance. Please provide the Management with evidence of insurance and license information and schedule any workers with the Management, prior to work being performed. The vendor must provide management with Certificates of Insurance for Workers Compensation and liability insurance with minimum limits of \$1,000,000 coverage, naming the Association as additional insured prior to the start of work and prior to delivering any materials to the job.

MAINTENANCE AND GROUNDS

1. Only the Board of Directors or Management Company may regulate time clocks, sprinkler systems.
2. No one may plant, prune or replace shrubs, trees or plants in the common area without receiving prior approval from the Board of Directors.

3. No personal items may be left in any part of the common area including hallways and stairways. Items left for more than 24 hours will be disposed of.
4. Patios/balconies are not to be used for storage or for drying clothes.
5. Littering around the complex is not permitted. This includes the disposal of junk mail on the top of the mailbox, on the floor or on any furniture.
6. No notices are to be placed in any part of the common area without Board approval.
7. No dirt, litter, cigarette butts or other items may be placed, swept or thrown from any unit or balcony into the common area.
8. All Flooring modifications including Hardwood or hard surfaced floors but not limited to such flooring are prohibited without prior approval of the Architectural Control Committee.
9. Trash and rubbish in and around the common area must be removed immediately and regularly. No trash should be left to accumulate anywhere in or around the building(s).

PROPERTY SALES

Sales of property shall be conducted in accordance with the following Rules. Selling owners are responsible for insuring compliance by their Brokers and or prospective purchasers of the Rules & Regulations of the Association.

1. No open houses
2. Each owner must inform the management company, in writing, when selling their unit, the name and phone number of their selling Agent. Each owner is also responsible for informing the management company upon entering escrow of the name, phone number, escrow agents name, escrow number and buyers information.
3. Each owner must inform the management company of the name of all tenants, office and home phone numbers as well as the above mentioned vehicle information.
4. No flags, banners, arrows or signs of any sort are permitted without the express written permission of the Board of Directors.
5. Realtors violating these Rules & Regulations will be barred from the property

MISCELLANEOUS

1. **These Rules & Regulation may be changed or modified at any time by the Board of Directors.**
2. Trash must be thrown into the dumpster. Trash must be in plastic bags and tied. Boxes must be broken down and carried to the dumpster.

3. Additions, alterations or modifications of any balcony or patio must be approved in writing by the Board of Directors before any work begins.
4. Yard sales are not permitted.
5. Turning off the water of the building, unless in an emergency, must be approved in writing by the Board prior to turn off. Requests to turn the water off except in the case of an emergency must be made to the Management Company 48 hours prior to turn off. Violation of this Rule is subject to fines.
6. Service Vehicles must have a note on windshield to state what unit they are working in.
7. Any lease of a unit for a term of less than one year will be only with the written consent of the Board of Directors. Such consent by the Association will not be unreasonably withheld.

VIOLATION PROCEDURES AND FINE POLICY

Violation of any provision of the CC&R's, Architectural Guidelines or Rules & Regulations may result in fines. Following is the Schedule of Fines as adopted by the Board of Directors:

First Violation	100
Second Violation	250
Third Violation	500
Fourth Violation	remedies will be sought with all costs the responsibility of the homeowner in violation.

1. All violation reports by Owners must be submitted in writing to the Board in care of the manager, with complainant's name, address and telephone number, before action will be taken. Upon receipt of complainant's letter, the Board at its election may direct the manager to send a violation letter.
2. In accordance with the CC&R's and the Bylaws of the Association Name Homeowners Association, should the Board at a duly held hearing sanction a violation; a fine may be imposed upon an Owner for each individual violation, if more than one.
3. The Board may also suspend the right of such Owner to vote his membership in the Association, under such circumstances as the Board may specify, for a period not to exceed thirty (30) days for each such violation; provided, however, that before invoking said suspension, the Board shall provide the Member fifteen (15) days' written notice of the charge and shall provide an opportunity for the Member to be heard before the Board, in person, in writing, or by Counsel at the Member's expense, not less than five (5) days before the effective date of the charge and/or suspension.
4. Any notice, which is given by mail, must be sent by first class or registered mail to the Owner at his most recent address shown on the records of the Association. The Board of Directors must distribute to each Member, by personal delivery or first-class mail, a schedule of monetary penalties that may be assessed for each violation. The Board must distribute additional schedules if the schedule of monetary penalties is modified.

LATE FEES

Many times Owners will call LB Property Management regarding late fee policies. Please understand that our Association establishes the Rules and cannot be bypassed by LB Property Management (unless it is an accounting error).

Your association dues payment is due even if you do not receive a billing statement.

If you feel you should have your late fee waived, request a "Late Fee Waiver Request Form" from LB Property Management and mail it back to them upon completion.