

**HARBOR GATE NORTH
HOMEOWNERS ASSOCIATION**

COMMUNITY RULES & REGULATIONS

1426-1448 Brett Place
San Pedro, California, 90732

Dear Homeowners and Residents,

Living in a Condominium can be a rewarding experience. However, it is different from other residential lifestyles in terms of what you own individually and your relationship to the other owners and residents dwelling within the community.

This publication is part of an effort to ensure that your experience here will be pleasant. Involvement in the activities of the community is your privilege and the ability to participate directly in activities is your right. Your involvement and participation are also the best way to assure that your viewpoint on any matter of mutual interest receives attention and response.

Most of the items covered are in the 'Covenants, Conditions and Restrictions' (CC&Rs) which you received and agreed to abide by in your deed and ownership papers.

Please read all of the attached pages to familiarize yourself with the material. All residents in or visiting your unit, such as, (family members, tenants, or guests) must also be informed of these rules.

It is expected that these Rules and Regulations will be amended from time to time, and any amendments will be given to all owners. During the 28-comment period you may submit any comments, additions, or deletions, please submit them in writing to the Board of Directors.

Thank you for abiding by these Rules and Regulations which we trust will help us all to create a peaceful, pleasant and safe community to live in.

Sincerely,

The Board of Directors

Rules and Regulations

These Rules and Regulations include provisions of the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Harbor Gate North (herein referred to as the 'CC&Rs') which is the primary governing document for the condominium community consisting of eleven buildings at 1426, 1428, 1430, 1432, 1434, 1436, 1440, 1442, 1444, 1446, and 1448 Brett Place in the City of San Pedro, County of Los Angeles, State of California.

In addition, any violation in the Association will not be grandfathered and will need to be corrected to abide by the most current adopted rules.

Rules and Regulations

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ARCHITECTURAL COMMITTEE & GUIDELINES

1. ARCHITECTURAL REVIEW COMMITTEE (ARC) (CC&Rs Article IV)

- a. The Board of Directors shall serve as the Architectural Review Committee or will appoint an Architectural Review Committee in accordance with the CC&Rs.
- b. The ARC will not knowingly recommend approval of any project which is in violation of any City, County or State building or zoning codes. Approval of any project by the ARC does not waive the owner's responsibility to obtain any required permits from local government.
- c. All expenses required by the Architectural Review Committee to determine adequacy, safety and legality of the proposed project shall be borne by the requesting unit owner.

2. Alterations & Modifications

a. Common Areas

- No alterations are allowed unless authorized by the Board or the Architectural Committee and compliant with the CC&Rs.

b. Exclusive-Use Common Areas (Patios, Balconies & Garages)

- Any changes require prior written approval from the Board.
- This includes items such as outdoor carpeting, skirting, or similar modifications.

c. Exterior of Units

- Any exterior additions or changes require prior written Board approval.

d. Interior of Units (Structural or Exterior Impact)

- Interior work that could affect structural integrity or alter the exterior appearance requires prior written Board approval.

e. Interior of Units (Noise Impact)

- Interior work that may affect noise transfer between units requires prior written ARC approval.

f. Unauthorized Work

- Alterations made without required approvals are CC&R violations and may be subject to removal at the Owner's expense.

g. Exterior Surfaces

- Nothing may be installed on the exterior of the buildings that penetrates wood surfaces.

3. Antennas, Satellite Dishes & Cables

- a. No radio station or shortwave operations are permitted anywhere on the Property without prior written Board approval.
- b. Exterior antennas of any type (including CB, radio, television, and satellite dishes) are not permitted unless part of an Association-maintained master system or otherwise exempt under California law.

4. Satellite Dishes & Cables – Installation & Removal Requirements

- a. An ARC application must be submitted and approved by the Board or the Architectural Committee before installation.

- b. Satellite dishes larger than 39.5" in diameter are not permitted.
- c. Dish placement must follow ARC-approved locations.
- d. Maximum of one (1) dish allowed per building.
- e. Only licensed, bonded, and insured vendors may install or remove dishes, equipment, or cables.
- f. Owners are financially responsible for the cost of the dish, related equipment, installation, removal, and any resulting damage.
- g. ARC may request photos as evidence of compliant installation or removal.
- h. Dishes, equipment, and cables must be removed within five (5) days prior to move-out. Failure to do so may result in fines.
- i. No coaxial cables may be run along exterior building surfaces or over roofs.
- j. Non-compliance may result in fines and required remediation, including removal, relocation, or re-installation at the Owner's expense.

5. Window Treatments

- a. Appropriate window coverings must be maintained in a clean, intact and orderly manner in an aesthetically appealing condition (not broken, damaged, stained, tinted, etc.).
- b. Proper window coverings such as drapes, curtains, blinds, etc. shall be used. No window may be covered by paint, aluminum foil, newspapers, bed sheets, cardboard, blankets or other similar items.
- c. Window treatments must at all times appear white from the exterior of the building. This pertains to any window treatment (drapes, curtains, blinds, shutters, or other treatments) not originally installed by Declarant (builder).

6. Security Cameras

- a. Residents have a reasonable expectation of privacy. Security cameras or recording devices may only face the Owner's unit entry, patio, or balcony and may not view Common Areas or other units/property.
- b. A maximum of two (2) exterior cameras/recording devices is permitted per unit. Cameras may only be installed on doors or adjacent wood door frames; installation on siding or posts is not permitted.
- c. Exterior cameras require prior ARC/Board approval. Unauthorized installations may be removed at the Owner's expense.
- d. Cameras must be removed upon transfer of ownership unless the new Owner receives ARC/Board approval to keep them.
- e. The Board or uniformed law enforcement may request footage related to criminal activity or rule violations, if available.
- f. The Board may require devices to be repositioned or removed for rule violations; failure to comply may result in disciplinary action.

7. Lights

- a. No additional lighting may be installed in Common Areas except by the Declarant (Builder) or Board.
- b. Owners are responsible for maintaining exterior front door and patio light fixtures and must use white bulbs only.
- c. Replacing exterior fixtures or adding lights, switches, or electrical boxes on the exterior of any unit requires prior ARC/Board approval.

- d. Patio/balcony lights are permitted if they are white, not excessively bright, within the Exclusive-Use Common Area, turned off by 10:00 PM, and do not puncture building surfaces or loop around railings. Lights must be within the unit's Exclusive Use Common Area and may not protrude into neighboring patios, balconies or the common area.

8. Flooring

- a. All flooring installations require prior ARC/Board approval to ensure adequate sound-transfer prevention.
- b. Hard surface flooring must meet a minimum STC rating of 55; upstairs units must meet an STC rating of 60 or higher.
- c. Use of area rugs is recommended in both upstairs and downstairs units to reduce echo and noise transfer.
- d. Flooring installed without approval may be subject to acoustical testing, removal, replacement, or repair at the Owner's expense.
- e. Sound speakers may not be installed on any surface or in any location that may directly impact an adjoining unit.

9. Bathroom Ceiling Fans

- a. When replacing or updating bathroom ceiling fans and ceiling heaters, the replacement unit needs to be 3 sones or less.

10. Painting

- a. Each owner is responsible to keep their units in good repair and may choose to paint or paper the walls within their unit. All exterior painting requires the approval of the ARC/Board.

11. Balconies, Patios, Garages, Landings & Staircases

- a. Balconies, patios and garages are Association-owned Exclusive Use Common Areas assigned to individual units for their exclusive use.
- b. Any alteration, installation, or modification (e.g., concrete, tile, pavers, etc.) requires prior written ARC/Board approval. No installation may interfere with the functionality of any unit or Common Area.
- c. Balconies and patios must be kept neat, clean, and sanitary. Acceptable items include patio furniture, plants, and barbecue equipment.
Unightly or inappropriate storage is prohibited (e.g., building materials, tools, ladders, mops, buckets, bicycles, pool toys, etc.).
- d. No items should be hung from the railings included but not limited to, floor mats, clothing, towels, wetsuits, flower pots, or similar items. Clotheslines are not permitted.
- e. Hosing or sweeping that causes water or debris to enter another unit's Exclusive Use Common Areas or the Common Area is prohibited unless affected neighbors grant permission each time. Any impacted Common Areas must be cleaned afterward.
- f. Owners are responsible for inspecting their balcony or patio for cracks, leaks, or damage and reporting maintenance needs to Management.
Failure to report may result in the Owner being financially responsible for necessary repairs.
If damage to the Exclusive Use Common Areas, another unit, or Common Area is determined by the Board or an approved vendor to have resulted from Owner neglect or oversight, repair costs will be charged to the Owner.
- g. Pet potties and litter boxes are not permitted on balconies or patios. Owners must keep areas free from urine, feces, and odor.

- h. Flower beds adjacent to structures must maintain soil at least 8 inches below siding and foliage at least 6 inches away from structures. Potted plants must have saucers under pots.
- i. Staircases must remain free of obstructions at all times. Potted plants are not permitted on staircases. Landings must be kept clear enough to allow safe access for emergency services.
- j. All patio furniture in balcony or patio must have leg protectors.
- k. If mats are installed, they must be able to drain properly. Any standing water can damage the waterproofing.

COMMON AREAS, EXCLUSIVE USE COMMON AREA & MAINTENANCE GUIDELINES

1. COMMON AREA

- a. The Common Area consists of every part of this Condominium Project which is not defined as a Condominium Unit or Exclusive Use Common Area.
- b. All Members of the Association shall have for themselves, their families, tenants and guests a nonexclusive easement of access, egress, ingress, use and enjoyment of, in and to the Common Area.
- c. The Board of Directors shall have the right of authority to suspend the rights and easements of any Member or Person deriving such rights and easements from any Member, the use and enjoyment of any recreational facilities located on the Common Area, for reasons including but not limited to violation of rules, and/or non-payment of assessments.
- d. Any Damages to the Common Area caused by the Owner, their family, tenants, guests, visitors or delivery vehicles shall be the responsibility of the Owner of the unit and the owner will be billed on their regular monthly assessments (monthly maintenance fee) for any costs paid by the Association for the repair of such damage.
- e. Harbor Gate North is a non-smoking property. NO SMOKING OF ANY KIND IS PERMITTED ANYWHERE ON PROPERTY at any time.

2. MAINTENANCE OF UNITS

- a. It is the responsibility of all Owners to keep their Units in good repair and in a clean, sanitary and attractive condition.
- b. The Board can compel the unit owner to pay for necessary repair costs associated with damages from lack of maintenance or negligence by the owner, their tenant, visitors and/or guests.

3. BARBEQUES, HEATERS & FLAMMABLE MATERIALS

- a. In accordance with "California Fire Codes §308.3.1, §308.1.4 and §308.3.1.1, which were adopted by the state in 2007, "open-flame cooking devices (including **charcoal & propane grills**) **may not be operated on combustible balconies or within ten feet of a combustible construction.**" With the exception of "LP-gas cooking devices having an LP-gas container with a water capacity not greater than 2-1/2 pounds [nominal 1 pound (0.454 kg) LP-gas capacity]." (per Davis-Stirling Act)
- b. These same above written guidelines (6.a) apply to outdoor heaters
- c. Owners/Residents may own and use 1(one) device: either an electric smoker or propane BBQ or patio heater in accordance with California Fire Codes (see '6.a' above).
- d. Charcoal, wood, logs and other open-flame heating methods are strictly prohibited.
- e. The Board shall have the right to force the removal of any device that violates the above restrictions and California Fire Codes immediately

- f. The Board of Directors may impose fines and or fees to repair any damages resulting from an owner/resident's use of a barbeque, smoker, or any exterior heating device that has caused damage to a building, patio, balcony, fence, railing, etc.
- g. No gasoline or other volatile materials may be stored in any unit, storage closet, balcony, patio, garages or any part of the Common Area, except those commonly used for personal home barbecue use depending on current barbeque rules.

4. RECREATIONAL ACTIVITIES

- a. Bicycles may be stored inside units, storage closets, or in garages but are not to be stored on balconies, patios, in yards or on any other part of the Common Area.
- b. For the safety of all residents, bicycles may not be ridden on those portions of the Common Area designated as sidewalks and thoroughfares for motor vehicles. Bicycles may be walked to and from units to the streets, driveways, and parking areas.
- c. Roller skating, rollerblading and skateboarding are prohibited on the property at all times.

5. DECORATIONS

- a. Temporary decorations which celebrate public or religious holidays may be affixed to the exteriors of unit doors, provided that
 - they do not damage any part of the building, including trim pieces, (nails, screws, or other penetrating fasteners are not permitted)
 - do not create a fire or safety hazard
 - do not appear offensive
 - are installed and removed within a two-week period bracketing the holiday.
- b. Decorations cannot be at the expense of the HOA nor can they obstruct walkways or driveways.
- c. Permanent decoration of doors or windows must have prior written approval of the ARC/Board before installation.
- d. Holiday lights may be affixed to the interiors of windows and doors, provided they do not create a fire or safety hazard. Holiday lights hooks may not penetrate any wood component of the buildings. Command strip recommended, and must be removed. If adhesive products (including Command strips or similar) are used, they must be completely removed at the time the holiday decorations are taken down and may not leave residue or cause damage.

6. LANDSCAPING

- a. The Board and the contracted landscape vendor shall have sole control over all landscaping in the Common Area. No Owner or Resident may plant anything in the Common Area and may not remove, prune, or molest any of the plantings, without review and approval of the Board of Directors and/or the Landscape Committee.
- b. Homeowners shall not plant in the ground of their patio, entryway, or any common area any invasive plants, shrubs, or trees, without prior approval of ARC/Board. Removal of such vegetation will be at the cost of the unit's owner.
- c. The association may request to have trees, shrubs, and/or plants removed from Exclusive Use Common Areas (example patios) if the Board deems them to be a nuisance and/or threat to the integrity of any structure or system such as, but not limited to buildings, plumbing, and drainage at homeowner's cost.

7. WATER FEATURE

- a. The hours of operation of the water feature (i.e. water-falls) are determined by the Board of Directors and may change from time to time.
- b. No person or animal may use or play in any part of the water feature.
- c. Nothing is to be dumped into the water feature.

8. TRASH AND RUBBISH REMOVAL

- a. Bag all trash in sealed plastic bags when possible.
- b. Do not use overflowing dumpsters; use another if full.
- c. Do not place bulk items in dumpsters. Bulk items must be placed at the curb and scheduled for free pickup through MyLA311 (website or 1-800-773-2487).
- d. Items left in common areas or by dumpsters will be removed at the owner/resident's expense.
- e. Trash may not be left outside units or on patios/balconies. All trash must be placed inside dumpsters; fines may apply for violations.

9. PEST CONTROL

- a. Pest control is provided for the Common Area by the Association.
- b. Pest control within a Unit is the responsibility of the Owner. Special rates may be available to Owners from the pest control company employed by the Association. To maintain the structural integrity of your home and our community, every homeowner is encouraged to report damages caused by pests to the management company

10. GARAGES

- a. Garages are an Exclusive Use Common Area assigned to each unit for the parking of motor vehicles and for the storage of personal possessions only.
- b. No oversized vehicle is to be driven onto the Association Property if the vehicle or any equipment on the vehicle may damage Association Property. If a vehicle cannot fit in a garage the resident is not allowed to have it on the property.
- c. Major mechanical repairs of motor vehicles are prohibited in the garages,
- d. Any damages that may occur to a garage or adjacent garage(s) and/or common area will be the responsibility of the offending garage's assigned homeowner to repair and/or pay for the cost to correct.

11. PARKING – Homeowner Refer to stand alone parking policy.

12. GATES, KEYS & REMOTES

- a. The security gates within the association are not to be propped or tied open or tampered with in any way. Gates are for the protection of residents and MUST BE kept closed and locked at all times, except upon moving in or moving out.
- b. One gate key with access to every gate has been provided to each Owner for their use or use by their tenants or guests. It should be transfer to new homeowner when unit is sold.
- c. Replacement or additional keys can be requested at a cost of \$50.00 Contact the management company for assistance.
- d. Gate remotes must be purchase by the homeowner. Contact the management company for assistance.

13. CALL BOXES & DIRECTORIES

- a. Call boxes are located at each pedestrian gate and contain a list of last names which are assigned to each unit. Visitors dialing the three-digit access code are connected with the resident's registered telephone (landline or mobile). The resident may use their phone to speak with the visitor and deny or allow entry. It is the resident's prerogative whether or not to push the number 9 button on their phone which allows the gate to be opened ("buzz in" the visitor). The Owner is responsible for anyone they allow in the complex.
- b. Unit Owner(s) are responsible for informing the management company of any change in occupancy or phone number in order for their name or number to be added or removed from the call box directory.

14. PETS

- a. Each Unit is limited to two (2) pets.
- b. Pets shall be ordinary household pets, such as dogs, cats, birds and fish. Exotic and wild animals are not allowed such as pigeons, and animals commonly classified as livestock, such as, but not limited to, chickens and pigs, are not allowed.
- c. The Board of Directors may prohibit maintenance of any animal which constitutes a nuisance to any other Owner.
- d. Dogs belonging to owners, residents or guests must either be kept within a unit, on the patio **under supervision**, or on a leash held by a person capable of controlling the animal(s) at all times while in the Common Area. Dogs may not be tied, tethered, or otherwise restrained in any common area, nor may any tether be of sufficient length to allow a dog to enter a common area.
- e. Pet Owners must clean up all animal droppings deposited on the Common Area or Public Street abutting or visible from Property immediately, and dispose of them in a timely and sanitary manner. Pet owners are expected to comply with the State, County and City ordinances pertaining to animals including the picking up and depositing of dog droppings and to obtain any necessary licenses.
- f. Pet owners are responsible to the Association and/or any owners or Resident for any damage caused to the Property by their animals, and will be required to pay for necessary repairs.

SAFETY CODES, RIGHT OF ENTRY & INSURANCE

1. SAFETY CODES

- a. No activity is allowed in any unit or on any part of the Common Area which violates Federal, State or Local health and safety codes or creates any hazard to life or to property.
- b. No minor should be in the common area without supervision.
- c. All Homeowners and their guests are required to provide ID if asked by security or law enforcement, while on active duty and on the property at any time, which includes but is NOT LIMITED to parking, pool and spa use. In such cases Homeowners, residents, and guests may also be required to identify their unit affiliation if asked. Failure to do so may result in an immediate removal, fine, and possible suspension of privileges such as parking permit, or use of pool and spa for a period of time at the discretion of the board.

2. INSURANCE

Insurance, as required by the CC&Rs, is carried by the Association for the protection of its members.

- a. It is the responsibility of all Owners to provide full replacement cost insurance on their personal property and upon all other property and improvements within their Units in accordance with Section 9.03 of the CC&Rs. A policy must be carried to cover damages that may affect adjacent units or the common area if originated from the owner's unit.
- b. Owners should be aware that frivolous or excessive claims on the Association's insurance policy may result in increased premiums or even cancellation of the policy by the insurance carrier. All Owners and their tenants, guests and visitors should behave and act in a manner that does not threaten the Association's liability or damage the Association Property. If damage is caused by an Owner, their tenant, guest, or visitor, the Association will not be held responsible to file a claim with the Association's policy. The offending unit's owner will be held responsible for the cost of repairing such damages.
- c. Owners must maintain their dryer lines, chimneys, and HVAC condensation lines. If requested by the board or management, an owner must prove that routine maintenance was done for any of the above listed items within a reasonable timeframe. If damage, such as a fire or water damage, is caused by an owner's neglect that owner will be held responsible, not the Association.

3. RIGHTS OF ENTRY

- a. The Board of Directors or its agents shall have an immediate right of entry into any Unit in case of emergency repairs or other emergency measures, whether or not the Owner or resident is present. Any damage caused to a unit by such entry shall be repaired by the Association as a Common Expense.
- b. The Board of Directors or its agents shall have the right to enter any unit to perform Association maintenance, inspections, or repairs upon three (3) days prior written notice to the Owner of the unit.

POOL & SPA

1. POOL AND SPA

- a. Hours: Sun–Thurs: 8:00 AM–10:00 PM
Fri–Sat & days before holidays: 8:30 AM–11:00 PM
- b. Minors must be accompanied by an adult at all times.
- c. No rowdy, loud, or disruptive behavior; no intoxicated persons.
- d. No running, diving, or misuse of lifesaving equipment.
- e. Proper swimwear required; no nudity.
- f. No smoking/vaping; no glass containers.
- g. No speakers; headphones/earbuds only.
- h. Up to four (4) guests per resident. Residents are responsible for guests and must be present when two (2) or more guests are using the facilities.
- i. Pool gates must remain closed and locked. Pool keys must be carried at all times; identification may be requested.
- j. Guests must follow all rules; resident owners are responsible for violations and may be subject to warnings, fines, or suspension of privileges.
- k. Nuisance complaints or violations may result in disciplinary action.
- l. Owners who lease their unit and live off-site may not use recreational facilities during the lease.
- m. The Board may close the pool/spa at any time for maintenance.

- n. Use for intended purposes only; leave areas clean. Disposal of paint, cleaning supplies, or similar materials is prohibited.
- o. All posted and legally required pool rules are enforced.

QUIET HOURS & NUISANCES

1. Quiet Hours

- a. *Quiet Hours are from 10:00 pm to 7:00 am (nighttime). California law: Ord. 11778 § 2 (Art. 4 § 403), 1978: Ord. 11773 § 2 (Art. 4 § 403), 1978*
- b. Excessive noise from any source is not permitted on the Property.
- c. Soundproofing between units is not optimum, and residents are encouraged to be considerate neighbors by walking and talking softly and keeping the volume low on radios, stereos, televisions, and other equipment.

2. Nuisances

- a. The Board of Directors will consider any situation that causes unreasonable disturbance or annoyance, and/or interferes with the health or well-being of others and/or the community to constitute a nuisance.
- b. A nuisance caused by an owner, tenant, or visitor/guest of an owner or tenant, may lead to disciplinary action.
- c. A nuisance is not limited to an unreasonable interference with the use or enjoyment of one's property but might include involving noise, odors, pollution, or obstructions that annoy, injure, or endanger health, comfort, or safety, leading to legal action for damages or injunctions.

SOLICITATION, TRANSFER OF OWNERSHIP, CONTACT INFORMATION & SHORT-TERM RENTALS

1. Solicitation

- a. Door-to-door solicitations for any purpose, (commercial or charitable), are not allowed on the Property. The Association and its Board do not endorse any Owner or resident as the official sales representative for any product or service.
- b. No advertising materials of any kind are to be distributed on the front doors of Units or anywhere else on the Common Area.

2. Transfer of Ownership/Occupancy, Move-In and Move-Out Fees

- a. Upon the sale of a Unit, a transfer fee of \$350.00 will be charged to the Seller of the Unit, with such fee to be paid from the escrow funds. This fee will cover the cost of providing the escrow company with information and documents regarding the project.
- b. Upon the transfer of Title to a unit, a move-in fee and a move-out fee of \$100.00 each will be charged to the Buyer of the unit, such fee to be billed with the monthly assessment with fees deposited to the Association's account. This fee will help offset the cost of adding the new residents to the directory and intercom system and the completion of paperwork. Any rubbish not properly disposed of or damage

which may be caused to the Common Area by movers will additionally be billed to the respective party, moving out or moving in.

- c. If an Owner does not disclose a change of resident to the board or acting management, they will be assessed both move-in and move-out fees.
- d. Upon the sale or rental of a unit, new owners must be provided with a copy of the Rules and Regulation and must provide the management company with a signed acknowledgement confirming receipt and review of these documents

3. Contact Information

- a. The Association uses emails as their primary form of communication. If you are not able to provide an email address please notify the management company for assistance.
- b. It is essential that the Board and Management maintain a current list of both Owners of Record of Condominium Units and also a list of residents, which may include Owners, tenants and long-term guests. Information must include, Name, email address, and phone number.
- c. It is the responsibility of each owner to update the Board and Property Management Company employed by the Association with a correct mailing address and the names of any tenants or guests who may reside in the Owner's Unit, work and home telephone numbers.
- d. Tenants will receive general communication in regards to community wide maintenance and safety issues.

4. Short Term Rentals Prohibited

- a. Short-term rentals are strictly prohibited. All rentals or leases of a dwelling unit must be for a minimum term of **thirty (30) consecutive days**, in compliance with California Civil Code.
- b. No owner may rent, lease, license, or otherwise allow occupancy of a unit for hotel, transient, or short-term purposes, including but not limited to rentals through online platforms or similar services, for periods of less than thirty (30) days.
- c. Owners are responsible for ensuring that all tenants, occupants, and guests comply with the Association's Rules and Regulations. Any violation of this policy may result in enforcement action, fines, and other remedies available to the Association.

ASSESSMENTS

- a. Each Owner, by acceptance of a Deed to a Condominium, has agreed to pay to the Association all Annual Assessments for Common Expenses (commonly called Regular Assessments and/or monthly maintenance fee) and any Special, Reconstruction, or Capital Improvement Assessments levied by the Association against any or all of the Owners.
- b. Any installment of an Assessment shall become delinquent if not paid within fifteen (15) days of the due date. Late charges will then be imposed and the Association will use every legal remedy afforded it by law in the collection of Assessments, including liens and foreclosures.

BUSINESS AND COMMERCIAL ACTIVITY

- a. No business or commercial activity shall be maintained by a member on the Property including Common Areas and Exclusive Use Common Areas.
- b. Professional and administrative occupations (i.e. home office) may be carried on within the unit, so long as there is no external evidence of them.

RULE ENFORCEMENT & FINE SCHEDULE

1. ENFORCEMENT

- a. The Board of Directors of the Association are charged with the enforcement of the CC&Rs, these Rules and Regulations, and levying of fines.
- b. Appointed Committees, as well as any owner, may report violations to the Board of Directors or to the Property Management Company employed by the Association.

2. FINES, LEGAL, PROCEEDINGS, VIOLATION OF RESTRICTIONS

- a. If an owner or Owner's tenant, guest or visitor are in violation of the CC&Rs or the Rules and Regulations, that Owner shall be subject to every remedy provided by statute, which may include revoking common area privileges, additional fines and encumbrance upon Owner's Unit. **Parking violations shall be separate as described in the stand-alone policy.**
- b. Fines levied will be due with the monthly regular assessment (maintenance fees). The enforcement procedure adopted by the Board follows:
 - 1. First offense . . .Warning Letter
 - 2. Second offense . . . Board hearing & \$100 fine
 - 3. Third offense . . .\$100
 - 4. Fourth offense . . . \$100
 - 5. Litigation to force compliance(The severity of the offense may preclude the second through fourth offense fines).
- c. The Board of Directors reserves the right to proceed directly to the fining phase if circumstances warrant.