

Lafayette Association of Homeowners, Inc
140 Linden Avenue
Long Beach, California 90802

Rules and Regulations

INTRODUCTION

As condominium residents, we at the Lafayette enjoy the many advantages of community living in a quality development. By sharing expenses, we are able to have recreational facilities, landscaping and exterior maintenance at less cost than we would in a single-family home. Residents are freed from many of the usual responsibilities of home ownership.

In exchange for these benefits we must adjust our activities in consideration for our neighbors. What may be perfectly acceptable in an individual home may well create serious problems in a large condominium complex like the Lafayette. Living as close as we do to each other requires greater awareness of, and responsibility to, our neighbors.

All Lafayette owners and tenants (and anyone living in or visiting a unit) are obligated to comply with the Association's Covenants, Conditions and Restrictions (CC&Rs) and Rules and Regulations.

In accordance with the CC&Rs, this is a copy of the Owners Association's Rules and Regulations. Although lengthy, the rules spell out what experience indicates is necessary for this condominium to function for the good of all residents. These rules have the same force and effect as the CC&Rs and Bylaws and are to be used in conjunction with them. These rules supersede all those previously adopted Rules and Regulations.

Please take time to read these rules completely and explain the Rules and Regulations to anyone living or visiting your unit. We recommend that you keep the rules handy for re-reading and reference. We also suggest that you occasionally re-read the CC&Rs and Bylaws.

Should you have any questions, please call the Office Manager and/or contact a member of the Board of Directors.

1. MONETARY PENALTIES

Each individual owner is responsible for his/her own actions as well as for the actions of the such owner's tenants, residents and visitors to the unit, whether such visitors are family, friends, domestic staff, or contractors. In addition, each owner is subject to all provisions contained in the CC&Rs and Bylaws even if they do not appear in this document.

2. NOISE

We enjoy the community atmosphere and close relationship with friends and neighbors at the Lafayette, but we also want our privacy and need to respect the privacy of others. Because we live with common walls, floors and ceilings, one of the serious infringements on privacy is

noise. It is important for each of us to consider the noise factors under which our neighbors must live, and to do what we can to be considerate.

2.1 Noise must be kept to a reasonable level throughout the complex. Excessively loud radios, stereos, TVs, musical instruments and excessively loud talking, whistling, screaming or loud noises of any kind are not permitted. When planning a special gathering, advise your immediate neighbors, close all windows and doors and make sure the noise is kept to a minimum.

2.2 **All noise levels should be reduced between 10:00 p.m. and 7:00 a.m.**

2.3 Place speakers, TVs, radios and other vibrating sound equipment away from common walls and windows. Place insulation under speakers sitting on the floor.

2.4 No radio, TV, speakers, or other sound or music device may be used in the common areas, including patios and decks, unless utilizing earphones. Residents are not permitted to play amplified musical instruments in any common area, including patios.

3. COMMON AREA CONDUCT

3.1 Owners will be responsible for damages, disturbances and/or violations caused by or committed by anyone living in or visiting their units, including but not limited to the cost to repair any damage.

3.2 No landscaping alterations shall be made to the common areas without the Board's prior written approval. The responsible owner will be liable for restoring any unauthorized alterations to its original configuration at such owner's sole cost and expense.

3.3 Any landscaping in the patio area shall be limited and not detract from the aesthetic nature of the building. All potted plants must be elevated from the floor to avoid causing damage to the flooring. Residents must not overwater their plants and must ensure water does not flow outside of the patio area.

3.4 Clothes lines or other hanging apparatuses are prohibited.

3.5 Grocery store carts are prohibited in the building.

3.6 Residents are responsible for picking up any debris, such as papers, bottles, cans, cigarettes and gum that are left in the common area by their guests or members of their families.

3.7 Any illegal activities that take place in the building shall be immediately reported to the police.

3.08 Pets or animals are not permitted in the common area unless on a leash or in a pet carry cage and the owner must be in control of the leash. Common area includes hallways, lobbies, stairwells, patios, garden, game room, gym and elevators.

3.09 All roof/basement areas are off-limits at all times. (See 11. 9)

3.10 It is the responsibility of all users of the recreation areas and restrooms to keep them clean.

3.11 No recreational activities are permitted in the parking lot area, alley, stairwells, corridors or other common areas which might be harmful to such areas or disturb the peace and quiet of the other residents.

3.12. No furniture, personal belongings or equipment may be stored or left in any common area at any time. This includes stairwells, freight elevator landing, trash room and at the trash bins in the garden.

3.13 Tossing keys or any objects from windows is prohibited.

3.14 Front doors are to remain in uniform appearance including but not limited to doorknobs, stickers, paints, signs and numbers.

3.15 Foot coverings (e.g. shoes) must be worn when in the lobbies, elevators, hallways and other common areas.

3.16 Slamming of doors is prohibited.

3.17 The Lafayette office staff members report directly to the HOA Board. Residents are not permitted to Harass/verbally abuse/ discipline association employees or contracted staff members. If you have issues with the office staff, please file an official complaint in writing or utilize the Buildium Property Management Software system under the REQUEST feature.

3.18 Proper Use of Emergency Exit Gates (Trash and Commercial Exit): No Owner, or Owner's tenants, guests or invitees may use the emergency exit gates except for as an exit in an emergency situation. Any person who intentionally uses the emergency exit gate setting off the alarm in an instance which does not constitute an emergency will be subject to monetary penalties. The determination of whether the use of the emergency exit gate occurred in an instance constituting an emergency shall be made in the sole discretion of the Board, and may include instances of a building fire, earthquake, or other hazardous circumstance threatening the health, safety or welfare of persons inside the building.

3.19 Reckless/Negligent/Dangerous behavior-Anyone that chooses to behave in a reckless, negligent or dangerous manner, such as climbing on roof, being inebriated on drugs/alcohol in common areas, using pepper spray inappropriately, damaging common area elements maliciously, stealing property or a myriad of things, will be subject to monetary penalties. Owners shall be held liable for any actions that subjects the Association to potential lawsuits or liability insurance claims. The Association has zero tolerance for this type of behavior.

3.20 Restrictions on Smoking.

3.20.1 Definitions. For the purposes of this Section, "Smoking" shall mean and include (A) the inhaling, exhaling, burning or carrying of any lighted cigarette,

cigar, or other tobacco or tobacco-like product, marijuana or illegal substance, (B) the inhaling, exhaling, burning or carrying of any e-cigarette, personal vaporizer or electronic nicotine delivery system, and/or (C) the use of any other similar type of paraphernalia related to smoking or alternatives to smoking.

3.20.2 Smoking is prohibited anywhere in the Building except in the interior of a Unit with all windows and doors of the Unit closed. By way of example, and not limitation, Smoking is prohibited in the elevator, hallways, lobbies, garden, 7th floor patio, Solarium, laundry rooms, game room and patios.

3.20.3 Mitigation Measures. Owners who smoke within their units are responsible to ensure that second hand smoke does not emanate from their units into the common area or other units. Such emanating second hand smoke shall be considered a nuisance pursuant to the CC&Rs. In the event that second hand smoke is emanating into another unit or the common area, the owner of the unit from which second hand smoke is emanating from, shall be required to take necessary mitigation measures including, but not limited to, installing an air filtration or purification system in their units or sealing their windows and vents.

3.20.4 Disclosure Requirements. Each Owner shall be obligated to disclose the prohibition against Smoking in the Project to anyone living in or visiting such Owner's Unit.

3.20.5 Enforcement. Each Owner is responsible for the actions of all other persons residing within or visiting such Owner's Unit and shall be subject to disciplinary action or a court action for an injunction, or any remedies available under the Association's Declaration or California law for violation of this Section (including, but not limited to, the imposition of monetary penalties after notice and opportunity for hearing). This Section may be enforced in a court of law by any Owner, resident or the Association. Any and all fees and costs incurred by the Association as a result of enforcing this Section shall be recoverable by the Association and may be collected as a Special Assessment.

4. PETS

4.1 **One domesticated dog, cat or other commonly accepted household pet, caged bird and fish in a household aquarium may be kept and maintained in a unit**, providing such pet is kept for non-commercial purposes and provided such pet shall not in the opinion of the Board create an unreasonable annoyance or nuisance to the owners and provided the pet has been registered with the Board. See 4.10 for breed restriction.

4.2 Residents must comply with all California, Los Angeles County and Long Beach laws and ordinances pertaining to animals.

4.3 When residents are away from their unit, animals must be kept indoors and off patios and balconies. Noisy birds are to be kept indoors at all times. Wire screening for pet's safety on balconies is not permitted.

4.4 **Pet owners must restrain pets from defecating in the common area**, including landscaped areas, parking areas, planters and at lobby entrances. We understand accidents happen, however pet owners are responsible for immediate clean-up if required.

4.5 As a courtesy to your neighbors, please do not allow your pet to relieve themselves on the Lafayette building walls, entrances, garden or the stained sidewalks. Please do your part as a responsible pet owner. There is a dog park/run located on Seaside Way and Linden Ave for your convenience.

4.6 Excessive barking or loud noise is considered a nuisance and is not permitted.

4.7 Pets or animals are not permitted in the common area unless on a leash held by a person capable of restraining the pet, or in a pet carry cage. Pets are not permitted on and must remain off all common area furniture.

4.8 Disposing of pet waste in the lobby trash cans is prohibited.

4.9 Cat litter must be taken to the dumpsters in the Garden. Disposing of cat litter in the hallway trashcans is prohibited.

4.10 Notwithstanding the above, dogs of the Rottweiler, Pitt-bull, Doberman Pinscher and German Shepherd variety shall not be kept in the unit for any period of time. The Board has the right to update the list of restricted breeds from time to time. The complete list of restricted breeds due to property-wide liability insurance coverage is available in the management office.

5. PARKING

Check with the Lafayette front office staff to see what parking options are available.

6. LAUNDRY ROOMS

6.1 Please wipe up spills, clean dryer filters and dispose of trash in the containers provided.

6.2 Remove clothing promptly from washing machines and dryers when cycle ends. If necessary, clothing may be removed from machines by others when cycles are complete and the clothing owner is not in attendance. Please use the timer/alarm function on your phone or other electronic device as a reminder to promptly remove your clothes from the machine(s).

6.3 Smoking is not permitted in the laundry rooms.

6.4 Laundry room hours are between 6:00 a.m. and 10:00 p.m.

6.5 Report inoperative equipment to the vendor number located on the appliance.

6.6 Do not overload machines. Overloading causes machines to shake violently which may cause them to bounce out of the track. Further, this causes machines to leak.

6.7 Detergent pods do not go in the tray but directly inside with your clothes.

6.10 Leave washing machine door and detergent drawer open when finished with the machine to help avoid mold and mildew forming inside the machine.

6.09 Do not leave clothing or other laundered items to hang dry in the laundry rooms. You are not permitted to store items in any of the laundry rooms.

7. TRASH

7.1 Be sure that all smoking materials and barbecue ashes are cold before throwing such objects into the trash bins.

7.2 To prevent odor and for sanitary purposes, **please bag all trash in well-secured plastic trash bags. No loose trash is permitted.** Exposed/loose trash attracts unwanted rodents, roaches and other bugs which may end up in your unit.

7.3 Large boxes are to be flattened and taken outside to the garbage dumpsters and not placed in the trash closets. This applies to other large objects as well. All units and commercial properties share two recycle bins, which are sufficient if everyone participates by flattening boxes.

7.4 Mattresses, box springs, sofas, chairs, other furniture, appliances, as well as any other oversized trash, must be disposed of by making special arrangements with a trash collector. This is the responsibility of the resident. Office staff will arrange for a bulk item pick up. Illegal dumping of items will cause extra fees to be charged back to the unit owner at actual cost. If unsure, please ask management staff. There is a fee for bulk item pick up by the trash company.

7.5 Trails of garbage and drippings from units to the trash closets must be cleaned up immediately.

7.6 Nothing, including trash, may be tossed from windows. You may be held liable should items fall from your unit. Do not place any items where there is potential of them falling out.

7.7 All floors have two trash cans. Please place your trash in the correct bin. Black bag is for regular trash and the clear bag is for recycling. We highly encourage you to assist with recycling efforts.

8. ARCHITECTURE, GROUNDS and PATIOS

8.1 Exterior alterations, including fencing on balconies or additions of any type are not permitted without the written consent of the Board. A written application must be submitted to

and approved by the Board before any exterior alterations can be made. Forms are found on the Buildium Property Management Portal.

8.2 All patios and decks cannot be used for storage purposes, including but not limited to storage of parcels, boxes, crates, trash, motorcycles or other items. The foregoing shall not restrict an owner/resident from keeping a reasonable amount of outdoor furniture and related items on the patio.

8.3 Personal Gas Barbecues/Propane Stoves/Charcoal Grills are prohibited in all areas of the building.

8.4 Game playing, such as handball, dart-throwing, etc., is prohibited on patios and walkways unless otherwise designated.

8.5 Care shall be taken when watering plants and/or washing windows and patios/decks to ensure that water does not overflow or spray onto adjacent units.

8.6 **The exterior of all window coverings must be white** in order to provide a uniform appearance to the building. The interior of window coverings may be any color desired.

8.7 If you are doing any work in your unit, you are required to complete the Alteration Agreement as well as the Contractor's Agreement. Prior written approval from the board is necessary before any work can be started. Proper documentation, insurance certificates and licenses are required for all persons conducting work on the property. Forms are available in the management office. They can also be found on the Buildium online portal. Forms are necessary even when you are doing cosmetic work like painting. Starting any work without written approval from the board is subject to a monetary penalty and such work must immediately cease until the Board has approved such work. All forms, corrections and approvals are only granted via submissions using the Buildium portal. No paperwork will be accepted at the management office. Please check with the managing agents for assistance. This item is strictly enforced.

9. MOVING IN AND OUT

9.1 Moving activities in common areas are limited to 8:00 a.m.-10:00 p.m.

9.2 Moving activities should not interfere with other residents.

9.3 Furniture, appliances and large boxes must be moved in the freight elevators.

9.4 No moving shall be permitted through the front doors of the Main Lobby.

9.5 A \$250 Move-in Fee for services is required when moving in to the Lafayette. Owners will receive a welcome packet from the office with additional information, forms and helpful neighborhood information. All personal information on file will be maintained in a confidential manner. Move-in Fee must be paid prior to the owner/tenant taking possession of the keys/fob. It is the responsibility of the unit owner to make sure all rules and regulations are followed by their tenant(s).

9.6 A \$100 Move-out fee is required when an owner/tenant moves out. There is wear/tear on the building, elevators, excess trash and office work necessary to move a tenant out from the Lafayette.

9.7 All moving boxes and other delivery boxes must be flattened and taken to the recycle bins located in the garden. Large items require special arrangements via the trash company and incur a fee. Bulk items are not permitted in the dumpsters.

9.8 Staging a unit for sale will incur a Move-in and Move-out fee. See 9.5 & 9.6

10. ELEVATORS

10.1 The “Stop” button shall be used only when absolutely necessary.

10.2 Residents are responsible for any marks or damage done to the elevator doors, walls, ceilings or floors incurred during moving. Any marks and/or damage done to elevator doors, walls, ceilings, lights or floor during owner and/or tenant moves are the responsibility of each owner. The Association will seek reimbursement from a responsible owner for any necessary repairs.

10.3 Large items must be transported in the freight elevators.

10.4 The elevators do require a key fob to operate for all floors except the lobby floor.

10.5 Smoking is not permitted in the elevators.

10.6 Do not hold the elevator doors open with hands, body or objects. Only hold the doors open using the DOOR OPEN button inside the elevator cab. Forcing doors to stay open will cause the mechanism to stop working and requires a tech to come out to reset. A reset may cost you personally for failure to follow these instructions.

11. SAFETY AND SECURITY

11.1 Instructions and requests from the management office are to be followed carefully as Lafayette Staff exists for the safety and well-being of all residents.

11.2 Propping open stairwell and fire doors and/or gates is prohibited.

11.3 Residents and guests shall not climb fences, fire escapes or gates to enter or exit the building.

11.4 Suspicious persons or activities should be immediately reported to the Office Manager, or the Long Beach Police.

11.5 Newspaper deliveries should be temporarily suspended, or arrangements made for their pickup by a neighbor when the unit is vacated for more than two days.

11.6 Riding bicycles, skateboards, scooters, roller-skates or other similar items is prohibited in hallways, lobbies, decks and the parking lot. The common areas are never to be used for recreational activities.

11.7 Bicycles are prohibited in the Main Lobby and must be brought in and out of the building in designated areas only. Do not use lobby elevators to transport bicycles. Use freight and Broadway elevators only.

11.8 The Association reserves the right to require any visitor entering the building to identify themselves.

11.9 All roofs and basement are off-limits to all residents at all times. No one other than Board members, employees or authorized workers are permitted on any roof/basement areas of the building.

11.10 The solarium, 7th floor patio, game room and garden/BBQ are available for 'exclusive use' by residents and may be reserved through the office for meetings and parties. For exclusive use, there is a fee plus a refundable deposit which will be returned if the area is left in satisfactory condition. Bookings are granted on a first-come basis and a completed/approved reservation form is necessary prior to confirming your event. See management office for fee structure. Booked dates are posted in the glass cabinet across from the mailboxes. Holidays are not available for 'exclusive use.'

11.11 Deliveries are not the responsibility of the Office, but of the resident. Items sent by mail which are too large for the mail boxes may be left by the delivery staff at the Association Office. Recipients are notified by the delivery agent. Parcels may be retrieved during normal office hours. Parcels delivered over the weekend or holidays are placed in the Lafayette office as soon as possible so they do not sit by the mailboxes. Typically, weekend deliveries are dropped at the mailboxes until a staff or board member secures them. We highly recommend you choose weekday deliveries whenever possible. NOTE: if you choose the 5:00 a.m. to 8:00 a.m. early delivery option, no staff members will be available to accept these packages and delivery drivers may simply leave them outside. We advise against this delivery time frame.

12. INTERCOM/ENTRY SYSTEM

The Lafayette is equipped with an entry system which allows visitors to contact residents from the Linden lobby door and also allows residents to admit visitors to the lobby.

12.1. Allowing unknown visitor's entrance to the building will result in termination of intercom service.

12.2. Any other abuse of the entry system will cause the service to be revoked.

To operate the system, visitors must follow the instructions shown on the intercom. They access the desired unit by entering the three-digit code shown on the directory next to the resident's name. The resident must have a valid telephone number and a touch-tone instrument in working condition. Once a caller enters the code, the resident's phone rings and allows communication

as in any other telephone call. To deny entrance to an undesirable visitor, simply hang up your telephone. To admit a visitor, press the “9” button on your phone and hold it down for a few seconds to allow the visitor to open the door and enter the lobby.

13. LEASING YOUR UNIT

13.1 An owner of any unit may lease the condominium unit subject to the provisions of the CC&Rs and the Rules and Regulations. Any owner desiring to lease a condominium unit shall, in every instance, follow the procedures detailed herein, and as directed by the Office Manager.

File with the Office Manager the following items:

- a) Lease agreement signed by tenant and owner (with a minimum lease term of 30 days)
- b) \$250.00 fee for Move-in Services
- c) \$100.00 fee for Move-out
- d) Return signed resident information sheet and gym waiver(s) to management office. These are found in the welcome packet.

All items must be filed with the Office prior to scheduling move-in/out, issuing keys and occupancy by the tenant. Tenants will receive a welcome packet from the office with additional information, forms and helpful neighborhood information. All personal information on file will be maintained in a confidential manner. Unit owners are charged these fees, not the tenants.

13.2 Owners are responsible for the negligence and conduct of the tenants and their guests and shall be held liable for the cost of repairing any damage to the common areas caused by such owner’s tenant. When an owner leases their unit, such owner assigns their privileges to the common area facilities to their tenants, and loses their right to use any of the Association’s amenities.

13.3. The HOA does not bill tenants directly for any extra charges such as parking, storage, bicycle parking or other items. All extra charges must be approved by the unit owner and will be applied to owners online portal. It is the owner’s responsibility to collect these fees from their tenants.

14. CAMERAS

The Lafayette complex currently has 38 high-definition cameras on a 24-hour recorded loop. Please be aware that you and your visitors are recorded throughout the property. This is to help us in the event of any incident, lost and found, property damage, unwanted visitors and evidence of violations if necessary. Unplugging or tampering with the cameras is strictly prohibited.

15. BBQ GRILL

15.1 The BBQ Grill in the Campbell Garden area is available on a first-come, first-serve basis, daily from 8:00 a.m.to10:00 p.m.

15.2 If you do not know how to use the gas grill, please do not use it. If you would like training on how to use, turn on, turn off, change propane, clean and cover the grill, please stop by the office during normal business hours for a quick training session.

15.3 You are responsible for turning the grill off after use. Never leave the grill unattended or leave the tank in the on position after use.

15.4 You are responsible for cleaning the grill after use as well as putting the cover back on, after the grill cools. Never replace the cover immediately after using. The grill must cool down first.

15.5 The office appreciates any help you can provide to remove cushions/pillows in the event of rain. Although we have a 'rain plan' in place, we are not always around to do so. You can place the large cushions from the sofas and the chair cushions inside the double glass door accessible from the gym hallway or just inside the door along hall on the 7th floor patio area.

16. EXERCISE ROOM

16.1 The gym is open 24 hours a day. Please keep music level to a minimum if working out after normal 'noise ordinance' times. No loud noise is permitted after 10:00 p.m.

16.2 Put equipment away after use.

16.3 If you are the last person in the gym, please turn off all lights and fans prior to leaving.

16.4 Report damaged or broken equipment to the office. If the office is closed, please put a note under the office door so this can be addressed in a timely manner. You may also use the Buildium property management systems REQUEST feature to report issues.

17. GAME ROOM

17.1 The game room is currently open 24 hours a day. Use your key fob to enter.

17.2 Keep noise to a minimum and follow standard noise ordinance times (10:00 p.m.).

17.3 Please clean up after use. Do not leave any food trash in the bin. You must take it to the dumpster as it could be days before the space is used again or checked and we wish to avoid unwanted pests and vermin.

17.4 Report damaged or broken equipment to the office. If the office is closed, please put a note under the office door so this can be addressed in a timely manner. You may also use the Buildium property management systems REQUEST feature to report issues.

18. 7th FLOOR PATIO- LAFAYETTE BUILDING

18.1 The 7th floor patio is open from 7:00 a.m. to 10:00 p.m.

18.2 You are responsible for keeping this area clean and free of trash.

18.3 Do not put food items in the trash unless you dispose of it in the dumpsters located in the Campbell building garden area or your hallway trash (once secured). Leaving food items on the patio will invite unwanted pests and vermin.

18.4 The office appreciates any help you can provide to remove cushions/pillows in the event of rain. Although we have a 'rain plan' in place, we are not always around to do so. Simply place them inside the door along the hallway.

19. PROPERTY MANAGEMENT SOFTWARE:

The Lafayette uses BUILDIUM, a property management software system. Owners have one portal per unit where they can see current charges, make payments as well as utilize the system to communicate with the office staff. If additional portals are requested/needed, there is a nominal fee. If you wish to report items that need immediate attention, please use the REQUEST feature which reports directly to the office where it is assigned to insure follow-through.

The Lafayette office will use this system to communicate to owners individually or in groups if necessary. Communication will be in the form of emails, texts and Buildium announcements. You may opt out at any time. Be aware, if you opt out, you opt out of all communications.

You will also find all budgets, statements, documents and forms available on the Buildium portal.

Office staff will assist with any questions you have with the Buildium Property Management system.

19. LOCKBOX / SUPRABOX:

If you need to utilize a lockbox in the event your unit is up for sale and need to provide access to your agent, the lockbox must be registered with the office. Any unregistered lockbox will be removed immediately, without notice as this is a security risk. You must complete the lockbox registration form and obtain a sticker prior to placing a lockbox in the designated area. You will be responsible for the fob and keys placed inside. You must report a lost/stolen lockbox as soon as you know so we can shut off the registered fob. Lockboxes are never allowed on the outside of the property and will be removed without notice. The office will provide instructions

on placement and how to obtain access to the property for showings/open house. Only high quality and Supra boxes are permitted.

20. SCHEDULE OF MONETARY PENALTIES

The Board shall have the authority to impose monetary penalties for violations of the Association's governing documents including, but not limited to, an owners' failure to pay assessments.

The Board shall impose monetary penalties against an owner as follows:

1. First Violation - A warning letter will be sent to the owner identifying the violation, and, if appropriate, a time frame for correcting the violation. For certain serious violations, the Board reserve the right to forego a warning.
2. Repeat Violation - If the same violation is committed within a twelve-month period, the Board will send a written notice to the owner, identifying the nature of the alleged violation, stating that the Board intends to impose a monetary penalty against the owner, and stating the date, time and location of the hearing concerning such alleged violation. The notice shall identify the amount of the proposed monetary penalty, which shall be between \$50 and \$1,000 depending on the severity of the violation. The hearing date will be at least ten (10) days from the date of notice. Owners have the right to attend the hearing and address the Board regarding this matter. Owners may, but need not, be represented by counsel at any or all stages of these proceedings. If an owner fails to attend the hearing or to submit any written evidence on his behalf to the Board at the hearing, the monetary penalty will then be imposed against the owner. The Board will provide the owner notice of the disciplinary action taken against him within fifteen (15) days after the Board's decision.
3. On-Going Violation - If a violation is not corrected within the time frame referenced in the warning letter, the Board will send a written notice to the owner, identifying the on-going nature of the violation, stating that the Board intends to impose a fine of up to \$1,000 against the owner, and the date, time and location of the hearing concerning such violation. The hearing date will be at least ten (10) days from the date of notice. Owners have the right to attend the hearing and address the Board regarding this matter. Owners may, but need not, be represented by counsel at any or all stages of these proceedings. If an owner fails to attend the hearing or to submit any written evidence on his behalf to the Board at the hearing, the monetary penalty will then be imposed against the owner. The Board will provide the owner notice of the disciplinary action taken against him within fifteen (15) days after the Board's decision. If the violation continues past the hearing and first fine stage, the fine automatically doubles every thirty (30) days (\$2,000 after 30 days, \$4,000 after 60 days, etc.) without further hearing until corrected.

Rules & Regulations adopted by the HOA Board of Directors November 29, 2023

Uploaded to Buildium document center: November 30, 2023 by Joe Harding

Emailed to owners & tenants November 30, 2023

Effective date: January 1, 2024